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 NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

KAW

CV 13 2859

18 YELP INC., a Delaware corporation,
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 20 Plaintiff,
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 22 v.
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 24 TIMOTHY CATRON, an individual; and
 25 DOES 1-50, inclusive,
 26
 27 Defendants.

Case Number:

COMPLAINT

1. Federal Trademark Infringement
2. Federal Unfair Competition
3. Federal Dilution
4. Federal Cybersquatting
5. State Unfair Competition
6. State False Advertising
7. Breach of Contract
8. Intentional Interference with Contractual Relations
9. Unjust Enrichment
10. Accounting

28 Plaintiff Yelp Inc. ("Yelp") alleges as follows against Defendants Timothy Catron ("Catron") and Does 1-50, inclusive:

1 **INTRODUCTION**

2 1. Every day, many people use online reviews to help them make their purchasing
3 decisions—whether for doctors, lawyers, pizza parlors, or dogwalkers. While online reviews are a
4 great resource for consumers to learn about local businesses, unfortunately some try to game the
5 system, and build a business on selling fraudulent content. The website AdBlaze.com (“AdBlaze”),
6 operated by Catron, is one of these businesses.

7 2. Yelp owns and operates popular websites, which feature information about local
8 businesses nationwide and around the world, including ratings, reviews, photos, and more. Yelp’s U.S.
9 website, which is located at www.yelp.com, and equivalent international websites, such as
10 www.yelp.co.uk (collectively, the “Yelp Site”) averaged 102 million monthly unique visitors between
11 January and March 2013, and users have posted over 39 million reviews.

12 3. Yelp constantly battles the problem of fake reviews online and has developed
13 sophisticated technologies to filter such content, which is harmful to consumers. Yelp also investigates
14 businesses that post or purchase fake reviews, and warns consumers about such businesses through
15 consumer alerts. Yelp prohibits paid reviews in Yelp’s Terms of Service (“Yelp TOS”), and such
16 reviews are also a concern of regulators, who have taken action against those behind fake online
17 testimonials.

18 4. In early 2013, Yelp learned that AdBlaze was engaged in the sale of Yelp reviews from
19 unknown accounts to unknown third parties. This site used Yelp’s trademarks, including its name and
20 logo, in order to offer these illicit services.

21 5. Yelp contacted Catron and AdBlaze and told them to stop their practices and informed
22 them that they were not authorized to access Yelp’s websites. Yelp also sought to have AdBlaze
23 identify each account from which it provided paid Yelp reviews, each business to which it had
24 received money for reviews, and the amount of money it had received from its review-writing
25 business. AdBlaze was unwilling to stop its practices, or cooperate with Yelp—indeed, Catron
26 increased the scope of the unlawful activities that Yelp had complained about by promoting a website
27 dedicated to fraudulent Yelp reviews. Yelp now files this lawsuit to seek redress.

28 ///

1 **THE PARTIES**

2 **Yelp**

3 6. Yelp is a Delaware corporation with its headquarters in San Francisco, California.

4 7. Yelp owns and operates the Yelp Site, which features information about local
5 businesses, including tens of millions of ratings, reviews, photos, and more for local businesses around
6 the world.

7 8. Access to and use of the Yelp Site is governed by the Yelp TOS, which is displayed
8 prominently on the Yelp Site. In order to contribute reviews to Yelp, an individual must create a Yelp
9 user account, which requires affirmative acceptance of the Yelp TOS. Similarly, in order to claim a
10 free Yelp business account, a user must accept the Yelp TOS.

11 9. Among other ways it fights fake reviews, Yelp uses an automated review filter
12 designed to protect consumers and business owners from biased, fake, shill, or malicious reviews. The
13 automated review filter utilizes a constantly evolving algorithm designed by Yelp’s engineers to
14 identify and filter such false reviews. Yelp’s engineers continually modify and update the algorithm as
15 a result of businesses and individuals who engage in conduct similar to that of Defendants, and their
16 attempts to circumvent the automated review filter.

17 **Defendants**

18 10. On information and belief, Defendant Catron is a Florida resident. Yelp is informed and
19 believes, that Catron is, or at all relevant times has been, the registrant, owner, and content provider of
20 the websites adblaze.com and buyyelpreview.com.

21 11. Catron appears to be a pioneer of online fraud. According to Congressional
22 subcommittee testimony from the year 2000, Catron once operated a website called fakeidzone.com.
23 According to that testimony:

24 Mr. Catron sells a computer disk that includes templates for various types of fraudulent
25 identification documents. Mr. Catron charges from \$19.95 to \$39.95 for the disk. Billing
26 records obtained by the Subcommittee indicate that, over a two month period in late
27 1999, Mr. Catron received 652 orders and generated revenue of over \$12,000 . . . the disk
28 contains a Fake ID Kit that includes “college transcripts you customize, college diplomas,
new birth certificates, green cards, social security cards, updated driver’s license, plus
more.” The site adds that “[w]e provide you with templates and step by step instructions
on what you need to create fake ids so real you could fool your own mother.” . . . Mr.

1 Catron refused to give deposition testimony to the Subcommittee after invoking his Fifth
2 Amendment right against self-incrimination.

3 12. Yelp is ignorant of the true names of the other Defendants sued herein as Does 1
4 through 50, inclusive, and therefore sue these Doe Defendants by such fictitious names. Yelp will
5 amend this Complaint to allege the true names and capacities of these Doe Defendants when
6 ascertained. Yelp is informed and believes and, on that basis, alleges that each such fictitiously named
7 Doe Defendant is responsible in some manner for the damages alleged herein and that Yelp's losses
8 and damages were proximately caused by such conduct.

9 13. Yelp also is informed and believes and, on that basis, alleges that, at all relevant times
10 mentioned herein, Catron and the Doe Defendants, and each of them, were the agents, employees, and
11 representatives of each other and acted within the scope and course of that agency, employment,
12 and/or other such relationship, and authorized, approved, and/or ratified the conduct alleged herein.
13 For the purpose of this Complaint, the term "Defendants" shall collectively refer to Catron and Does 1
14 through 50, inclusive.

FACTUAL ALLEGATIONS

15 14. In order to post reviews to Yelp, an individual must create an account with Yelp. As
16 part of the Yelp account registration process, the individual must agree to the Yelp TOS. A copy of the
17 Yelp's TOS for the relevant time period is attached as Exhibit 1. Similarly, business users of Yelp who
18 wish to establish a free business account on Yelp must also agree to the Yelp TOS. The Yelp TOS
19 govern access to and use of the Yelp Site, and have at all times relevant to this Complaint expressly
20 prohibited compensating someone or being compensated to write or remove a review. The Yelp TOS
21 also prohibit assisting, encouraging, or enabling others to write or remove reviews for compensation.
22 Therefore, the writing of reviews on Yelp in exchange for payment is a violation of the Yelp TOS.

23 15. In January 2013, Yelp learned that the Defendants were offering to sell Yelp reviews to
24 the public. At the time, Defendants stated that they allow users to "[b]uy Yelp reviews from the best in
25 the business" and "drown out" bad reviews by "pushing them down where nobody will see them." A
26 WhoIs search that Yelp conducted on January 29, 2013 revealed that AdBlaze was registered to an
27 individual named Tim Catron using the email address timcatron@gmail.com. Subsequently, AdBlaze
28 appears to have hidden its website registration information behind a proxy account service.

1 16. On January 30, 2013, Yelp sent a letter to Defendants demanding that they cease their
2 violation of the Yelp TOS through the practice of selling Yelp reviews, cease using Yelp’s registered
3 trademarks, and provide Yelp information about the reviews they had posted. Through this letter, Yelp
4 also made clear that Defendants were not authorized to access Yelp’s website. (*See* Exhibit 2.)

5 17. In response, Defendants refused to provide any of the information that Yelp sought, but
6 instead responded on February 5, 2013 that “[a]ny mention of Yelp has been removed from
7 Adblaze.com.” (*See* Exhibit 3.) This removal of references to Yelp, however, was apparently short-
8 lived.

9 18. On or about March 24, 2013, Defendants took to Twitter to promote a new website:
10 www.BuyYelpReview.com, announcing: “Buy Yelp reviews from the most trusted source in the
11 industry. We offer 100% real reviews from aged accounts. buyyelpreview.com.” (*See* Exhibit 4.)
12 Defendants also promoted their new Yelp review selling scheme through a YouTube video launched
13 in early February, which received over 170,000 views in just over two months. (*See* Exhibit 5.)
14 Defendants also offer the sale of product reviews on Amazon.com on a similar video posted to
15 YouTube.

16 19. Screenshots from BuyYelpReview.com are attached as Exhibit 6. On that website,
17 Defendants state, among other things, that:

18 “[o]ur skilled writers will create realistic reviews for you based on some basic details that
19 you provide. When you buy Yelp reviews from us you can be sure that your reviews will
20 be 100% authentic original content written by English speaking writers . . . We will never
21 send your reviews all at one time. We have a dedicated system in place that ensures that
22 your reviews are sent at random intervals. No more than 1 review per week, unless
otherwise specified. Buying Yelp reviews has never been less complicated.

23 According to that website, Defendants charge \$24.95 per review, and allow purchases of 100 reviews
24 at once for \$2495.

25 20. According to Yelp’s records, Defendants—using the same email address used to
26 register the AdBlaze website, timcatron@gmail.com—created an individual Yelp user account on
27 November 11, 2012. In doing so, Defendants agreed to the Yelp TOS.

28 21. According to Yelp’s records, Defendants—using the email address

1 admin@adblaze.com—created a business account for AdBlaze on Yelp on November 12, 2012, and
2 used this account to offer gift certificates and discounts related to AdBlaze’s services. In doing so,
3 Defendants repeatedly agreed to the Yelp TOS.

4 22. Yelp has blocked the internet protocol (IP) addresses associated with the websites
5 www.adblaze.com and www.BuyYelpReview.com.

6 23. To date, Defendants continue to offer the sale of Yelp reviews, in connection with
7 Yelp’s registered trademarks and in violation of the Yelp TOS, on www.adblaze.com and
8 www.BuyYelpReview.com.

9 24. In early 2013, Yelp surreptitiously purchased false reviews from Defendants through
10 www.BuyYelpReview.com for a fictitious business Yelp had created on the Yelp Site. The payment
11 information related to Yelp’s charge show that AdBlaze charged the fee for these fake review services.
12 Yelp also received and approved the content of the fake reviews, through email correspondence with
13 www.BuyYelpReview.com/AdBlaze. The fake reviews from www.BuyYelpReview.com/AdBlaze
14 eventually appeared on the fictitious business’s Yelp listing, and were quickly filtered through the
15 normal operation of Yelp’s automated review filter.

16 JURISDICTION

17 25. Yelp’s First, Second, Third, and Fourth Claims for Relief arise under the federal
18 Lanham Act, 15 U.S.C. § 1051, *et seq.* Accordingly, this Court has subject matter jurisdiction over this
19 action pursuant 28 U.S.C. §§ 1331 and 1338.

20 26. This Court has supplemental jurisdiction over the pendent state law claims and parties
21 under 28 U.S.C. § 1367, because these claims are so related to Yelp’s claims under federal law that
22 they form part of the same case or controversy and derive from a common nucleus of operative facts.

23 27. This Court has personal jurisdiction over all Defendants because Defendants agreed to
24 be bound to the Yelp TOS. In doing so, Defendants agreed to “submit and consent to the personal and
25 exclusive jurisdiction in, and the exclusive venue of, the state and federal courts located within San
26 Francisco County, California.” (Exhibit 1, Sec. 13.) Further, Yelp’s servers are located in San
27 Francisco, California, and therefore Defendants’ conduct relating to their access of Yelp’s website,
28 occurred in this District.

1 **VENUE**

2 28. Venue in this District is appropriate, pursuant to 28 U.S.C. § 1391, because a
3 substantial part of the events giving rise to the dispute occurred in this District, a substantial part of the
4 property that is the subject of the Action is situated in this District, and the Court has personal
5 jurisdiction over each of the parties as alleged throughout the Complaint.

6 29. Venue in this District is further appropriate because, in using the Yelp Site, Defendants
7 agreed to be bound to the Yelp TOS. In doing so, Defendants agreed to “submit and consent to . . . the
8 exclusive venue of: the state and federal courts located within San Francisco County, California.”
9 (Exhibit 1, Sec. 13.) This venue provision has been included in the Yelp TOS at all times relevant to
10 the allegations in this Complaint.

11 **INTRADISTRICT ASSIGNMENT**

12 30. Assignment in the San Francisco division is proper under Civil L.R. 3-2 because a
13 substantial part of the events giving rise to the claims occurred in the County of San Francisco and a
14 substantial part of the property that is the subject of the Action is situated in the County of San
15 Francisco. Assignment in the San Francisco division is further appropriate because, in using the Yelp
16 Site, Defendants agreed to be bound to the Yelp TOS. In doing so, Defendants agreed to “submit and
17 consent to . . . the exclusive venue of, the state and federal courts located within San Francisco
18 County, California.” (Exhibit 1, Sec. 13.) This district assignment provision has been included in the
19 Yelp TOS at all times relevant to the allegations in this Complaint.

20 **FIRST CLAIM FOR RELIEF**

21 **Trademark Infringement (Lanham Act; 15 U.S.C. § 1114)**

22 (By Yelp Against All Defendants)

23 31. Yelp incorporates by reference the allegations of each and every one of the preceding
24 paragraphs as though fully set forth herein.

25 32. Yelp is the owner of all rights in the service marks that are the subject of the following
26 registrations (the “Yelp Marks”):

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REGISTRATION NUMBER	SERVICE MARK	SERVICES
3,660,122	YELP	Online social networking services, in International Class 45.
3,660,119	YELP	Providing online electronic bulletin boards for transmission of messages among computer users concerning rankings, ratings, reviews, referrals, and recommendations relating to business organizations and service providers, in International Class 38.
3,181,664	YELP	Providing telephone directory information via global communications networks; providing an online interactive website obtaining users comments concerning business organizations, service providers, and other resources; providing information, namely, compilations, rankings, ratings, reviews, referrals and recommendations relating to business organizations, service providers, and other resources using a global computer network., in International Class 35.

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REGISTRATION NUMBER	SERVICE MARK	SERVICES
3,938,129		Providing an online interactive website obtaining users' comments concerning consumer information about businesses, service providers, events, public services and government agencies, parks and recreational areas, religious organizations, and nonprofit organizations; providing consumer information, namely, compilations, rankings, ratings, reviews, referrals and recommendations relating to businesses, service providers, events, public services and government agencies, parks and recreational areas, religious organizations, and nonprofit organizations using a global computer network online social-networking services; providing online electronic-bulletin boards for transmission of messages among computer users concerning rankings, ratings, reviews, referrals and recommendations relating to business organizations and service providers.
3,660,123	yelp 	Online social networking services.

REGISTRATION NUMBER	SERVICE MARK	SERVICES
3,660,120		Providing online electronic bulletin boards for transmission of messages among computer users concerning rankings, ratings, reviews, referrals, and recommendations relating to business organizations and service providers.
3,316,616		Providing telephone directory information via global communications networks; providing an online interactive website obtaining users comments concerning business organizations, service providers, and other resources; providing information, namely, compilations, rankings, ratings, reviews, referrals and recommendations relating to business organizations, service providers, and other resources using a global computer network.

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

34. Yelp is the owner and registrant of the Yelp Marks.

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

36. Defendants' infringement of the Yelp Marks is willful.

37. Yelp has been and continues to be damaged by Defendants' infringement.

38. As a consequence of Defendants' infringement of the Yelp Marks, Yelp is entitled to an

1 injunction, as set forth below, and an order of destruction of all of Defendants' infringing materials.

2 39. As a consequence of Defendants' willful infringement, Yelp is entitled to recover from
3 Defendants three times the amount of actual profits or damages, whichever is greater, as well Yelp's
4 attorneys' fees incurred in connection with this Action.

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

7 **SECOND CLAIM FOR RELIEF**

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

9 (By Yelp Against All Defendants)

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

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

14 43. Yelp is the owner and registrant of the Yelp Marks.

15 44. Yelp operated under and uses the trade name "Yelp" in connection with its services.

16 45. Defendants have made commercial use of the Yelp Marks and Yelp's trade name.

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

20 47. Yelp has not consented to Defendants' use of the Yelp Marks or trade name.

21 48. Defendants' unauthorized use of the Yelp Marks and trade name was willful.

22 49. Defendants' acts constitute false statements in connection with products and/or services
23 distributed in interstate commerce, in violation of section 43(a) of the Lanham Act, 15 U.S.C. §
24 1125(a).

25 50. Defendants' acts have caused irreparable injury to Yelp's good will and reputation. The
26 injury to Yelp is and continues to be ongoing and irreparable. An award of monetary damages alone
27 cannot fully compensate Yelp for its injuries and Yelp lacks an adequate remedy at law.

28 51. Yelp is entitled to an injunction against Defendants, as well as all other remedies

1 available under the Lanham Act, including, but not limited to, compensatory damages, treble damages,
2 disgorgement of profits, and costs and attorneys' fees.

3 **THIRD CLAIM FOR RELIEF**

4 **Dilution of a Famous Mark (15 U.S.C. § 1125(c))**

5 (By Yelp Against All Defendants)

6 52. Yelp incorporates by reference the allegations of each and every one of the preceding
7 paragraphs as though fully set forth herein.

8 53. The Yelp Marks are famous trademarks within the meaning of the Anti-Dilution Act,
9 15 U.S.C. § 1125(c).

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

12 55. Defendants' acts have diluted and will continue to result in the dilution of the
13 distinctive nature of the Yelp Marks through blurring, in violation of 15 U.S.C. § 1125(c).

14 56. Defendants' wrongful conduct constitutes an extreme threat to the distinctiveness of the
15 Yelp Marks that Yelp has expended great efforts to develop and maintain.

16 57. The distinctive nature of the Yelp Marks is of enormous value, and Yelp is suffering
17 and will continue to suffer irreparable harm and blurring of the Yelp Marks if Defendants' wrongful
18 conduct is allowed to continue.

19 58. The dilution of the Yelp Marks will likely continue unless the Court orders injunctive
20 relief against Defendants.

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

24 **FOURTH CLAIM FOR RELIEF**

25 **Cybersquatting (15 U.S.C. §1125(d))**

26 (By Yelp Against All Defendants)

27 60. Yelp incorporates by reference the allegations of each and every one of the preceding
28 paragraphs as though fully set forth herein.

1 codes, including but not limited to, state false advertising laws, including Cal. Bus. & Prof. Code §
2 17500; trademark infringement pursuant to the Lanham Act, 15 U.S.C. § 1114; federal wire fraud
3 pursuant to 18 U.S.C. § 1343; and violation of the Federal Trade Commission rules relating to online
4 testimonials (16 C.F.R. § 255, *et seq.*).

5 72. Defendants have improperly and unlawfully taken commercial advantage of Yelp's
6 investment in the Yelp Site. In light of Defendants' conduct, it would be inequitable to allow
7 Defendants to retain the benefit of the funds obtained through the unauthorized and unlawful use of
8 that property.

9 73. Defendants' unfair business practices have unjustly harmed Yelp and are causing Yelp
10 to suffer damages.

11 74. As a result of such unfair competition, Yelp has also suffered irreparable injury and,
12 unless Defendants are enjoined from such unfair competition, will continue to suffer irreparable injury,
13 whereby Yelp has no adequate remedy at law.

14 75. Defendants should be compelled to disgorge and/or restore any and all revenues,
15 earnings, profits, compensation, and benefits they may have obtained in violation of Cal. Bus. & Prof.
16 Code § 17200, *et seq.* including but not limited to returning any revenue earned from the unlawful and
17 unfair sale of Yelp reviews, and should be enjoined from further unlawful, unfair and deceptive
18 business practices.

19 **SIXTH CLAIM FOR RELIEF**

20 **False Advertising (Cal. Bus. & Prof. Code § 17500)**

21 (By Yelp Against All Defendants)

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

24 77. Defendants' dissemination of, and offer to disseminate, false consumer reviews
25 amounts to false advertising designed to benefit Defendants' clients' businesses. Defendants have
26 engaged in these actions with the intent to induce the public to enter into obligations relating to the
27 services offered by Defendants' clients. Such actions (which are likely to deceive the public as they
28 are presented as true consumer reviews concerning Defendants' clients' services) constitute unfair,

1 deceptive, untrue or misleading advertising under California Business and Professions Code § 17500,
2 and also amount to a separate and further violation of California Business and Professions Code §
3 17200, *et seq.*

4 78. Defendants’ business purpose was to draft false reviews to artificially bolster their
5 clients’ businesses. As such, Defendants’ knew that the false reviews they disseminated were untrue
6 and misleading.

7 79. Defendants further falsely advertise the nature of their own services. On
8 buyyelpreview.com, Defendants advertise services they cannot provide:

9 We offer 100% real reviews from aged accounts. All have real friends, activity, check-ins
10 etc. Using our in house Yelp experts we form high quality reviews that will not be
11 filtered out.

12 By their nature, Defendants do not offer “real reviews,” but instead offer false reviews they draft
13 without patronizing the business in question.

14 80. Defendants have falsely advertised their ability to provide “real reviews...that will not
15 be filtered” to induce the public to enter into obligations relating to the services they offer. Such
16 actions constitute unfair, deceptive, untrue or misleading advertising under California Business and
17 Professions Code § 17500, and also amount to a separate and further violation of California Business
18 and Professions Code § 17200, *et seq.*

19 81. Yelp has suffered injury-in-fact as a result of Defendants’ false advertising in the form
20 of lost sales, lost profits, actual damages, and confusion in the marketplace regarding the nature of the
21 services offered by Yelp.

22 82. Defendants’ acts described above have greatly and irreparably damaged Yelp and will
23 continue to damage Yelp unless enjoined by this Court. Accordingly, Yelp is entitled to an injunction
24 under California Business and Professions Code § 17535, as well as restitution and disgorgement of
25 Defendants’ profits.

26 **SEVENTH CLAIM FOR RELIEF**

27 **Breach of Contract (Yelp’s Terms of Service)**

28 (By Yelp Against All Defendants)

83. Yelp incorporates by reference the allegations of each and every one of the preceding

1 paragraphs as though fully set forth herein.

2 84. Defendants agreed to be bound by the Yelp TOS. (*See* Exhibit 1.)

3 85. Section 1 (A) of the Yelp TOS states that a “user” of the Yelp Site is someone who
4 “accesses, browses . . . or in any way uses” the Yelp Site. Under this definition, Defendants are
5 “users” of the Yelp Site. (*Id.*, Section 1(A).)

6 86. Section 6(A) of the Yelp TOS states that users “agree not to, and will not assist,
7 encourage, or enable others to use the Site to . . . Violate our Content Guidelines, for example, by
8 writing a fake or defamatory review, trading reviews with other businesses, or compensating someone
9 or being compensated to write or remove a review.” (*Id.*, Section 6(A).)

10 87. Section 6(A) of the Yelp TOS states that no user may “use the Service for commercial
11 purposes, except in connection with a Business Account and as expressly permitted by Yelp.” (*Id.*,
12 Section 6(A).)

13 88. Yelp has performed all conditions, covenants, and promises required on its part to be
14 performed in accordance with the terms and conditions of the Yelp TOS.

15 89. Defendants have breached the Yelp TOS by, among other things:

- 16 a. Selling reviews, and drafting (or encouraging drafting) fake reviews;
17 b. Using the Yelp Site for commercial purposes other than in connection with a
18 Business Account for unauthorized purposes.

19 90. As a result of Defendants’ breach of the Yelp TOS, Defendants have caused damage to
20 Yelp in an amount to be determined at trial.

21 **EIGHTH CLAIM FOR RELIEF**

22 **Intentional Interference With Contractual Relations**

23 (By Yelp Against All Defendants)

24 91. Yelp incorporates by reference the allegations of each and every one of the preceding
25 paragraphs as though fully set forth herein.

26 92. Yelp maintains contracts with each user that submits a review to the Yelp website—
27 specifically, each such user must agree to the Yelp TOS.

28 93. Defendants have knowledge of these contracts, including without limitation, through

1 their own creation of accounts with Yelp.

2 94. Defendants intended to disrupt the performance of these contracts, and prevented
3 performance of these contracts, at least by encouraging these users to write fake or defamatory
4 reviews, trading reviews or compensate or be compensated to write or remove a review.

5 95. As a result of Defendants' actions, Yelp has been harmed.

6 96. Defendants' conduct was a substantial factor in causing Yelp harm.

7 **NINTH CLAIM FOR RELIEF**

8 **Unjust Enrichment/Restitution**

9 (By Yelp Against All Defendants)

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

12 98. Defendants unjustly received benefits at Yelp's expense and through their wrongful
13 conduct, including their breach of the Yelp TOS, interference with Yelp's business relationships,
14 trespass to Yelp's computer systems and servers, and other unfair business practices. Defendants
15 continue to unjustly retain these benefits at Yelp's expense. It would be unjust for Defendants to retain
16 any value they obtained as a result of their wrongful conduct.

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

21 **TENTH CLAIM FOR RELIEF**

22 **Accounting**

23 (By Yelp Against All Defendants)

24 100. Yelp incorporates by reference the allegations of each and every one of the preceding
25 paragraphs as though fully set forth herein.

26 101. Since at least 2012, Defendants have obtained business through unlawful conduct, as
27 alleged in this Complaint.

28 102. Defendants have received money as a result of their misconduct, at Yelp's expense, at

1 some or all such money is rightfully due to Yelp.

2 103. The amount of money due from Defendants to Yelp cannot be ascertained without an
3 accounting of the income and gross profits Defendants have obtained through their wrongful and
4 unlawful conduct. Yelp is entitled, therefore, to a full accounting.

5 **PRAYER FOR RELIEF**

6 Wherefore, Yelp prays for the following:

7 1. For a preliminary and permanent injunction ordering Defendants, their officers, agents,
8 servants, employees, and attorneys, and those in active concert or participation with any of them, to:

9 a. Cease and desist from accessing Yelp's services, and cease and desist from
10 offering the sale of Yelp reviews;

11 b. Provide information sufficient to identify each Yelp review they have created
12 for third parties in exchange for payment, and the accounts that created each such review;

13 c. State the amount of money Defendants have received from the sales they have
14 made of any Yelp reviews;

15 2. For an order requiring Defendants to file and serve on Yelp a written declaration, under
16 oath, setting forth in detail the manner and form in which Defendants have complied with the
17 injunction;

18 3. For damages to be proven at trial;

19 4. For prejudgment interest;

20 5. For an accounting;

21 6. For an order awarding Yelp its attorneys' fees and costs;

22 7. For an order awarding Yelp punitive damages in a sum to be determined at trial;

23 8. For an order awarding Yelp treble damages on the basis of Defendants' violation of the
24 Lanham Act;

25 9. For an order establishing a constructive trust for Yelp's benefit, consisting of all
26 revenues received by Defendants from their wrongful conduct and all profits derived from that
27 wrongful conduct, and directing Defendants to pay all such sums to Yelp;

28 10. For an order cancelling or causing Defendants to forfeit the buyyelpreview.com internet

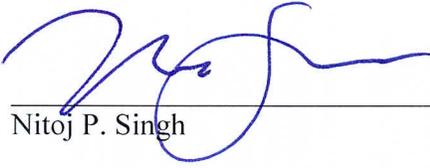
1 domain name, or transfer the buyyelpreveiw.com internet domain name to Yelp as owner of the Yelp
2 Marks; and

3 11. For an order awarding Yelp such other and further relief as the Court deems just and
4 proper.

5 Date: June 20, 2013

DHILLON & SMITH LLP

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By: 
Nitoh P. Singh

Attorneys for Yelp Inc.

Exhibit 1



Search for (e.g. taco, cheap dinner, Max's)

Near (Address, City, State or Zip)

Welcome About Me Write a Review Find Friends Messaging Talk

Member Search

Terms of Service

Last Updated on September 21, 2011.

These terms and conditions (the "**Terms**") govern your access to and use of Yelp's websites and mobile applications that link to or reference these Terms ("**Site**"). By accessing or using the Site, you are agreeing to these Terms and concluding a legally binding contract with Yelp Inc. ("**Yelp**"). Do not access or use the Site if you are unwilling or unable to be bound by the Terms.

1. DEFINITIONS

A. Parties

"**You**" and "**your**" refer to you, as a user of the Site. A "**user**" is someone who accesses, browses, crawls, scrapes, or in any way uses the Site. "**We**", "**us**", and "**our**" refer to Yelp.

B. Content

"**Content**" means text, images, photos, audio, video, location data, and all other forms of data or communication. "**Your Content**" means Content that you submit or transmit to, through, or in connection with the Site, such as ratings, reviews, compliments, invitations, check-ins, messages, and information that you publicly display or displayed in your account profile. "**User Content**" means Content that users submit or transmit to, through, or in connection with the Site. "**Yelp Content**" means Content that we create and make available in connection with the Site. "**Third Party Content**" means Content that originates from parties other than Yelp or its users, which is made available in connection with the Site. "**Site Content**" means all of the Content that is made available in connection with the Site, including Your Content, User Content, Third Party Content, and Yelp Content.

2. CHANGES TO THE TERMS OF SERVICE

We may modify the Terms from time to time. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms. **You understand and agree that your continued access to or use of the Site after any posted modification to the Terms indicates your acceptance of the modification.**

3. TRANSLATION

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with Yelp, and any inconsistencies among the different versions will be resolved in favor of the English version.

4. USING THE SITE

A. Eligibility

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms. You may not access or use the Site if you are a competitor of ours or if we have previously banned you from the Site or closed your account.

B. Permission to Use the Site

We grant you permission to use the Site subject to the restrictions in these Terms. Your use of the Site is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

C. Site Availability

The Site may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

D. User Accounts

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Site. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

Your account is for your personal, non-commercial use only. In creating it, we ask that you provide complete and accurate information about yourself to bolster your credibility as a contributor to the Site. You may not impersonate someone else (e.g., adopt the identity of a celebrity or your next-door neighbor), create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with Yelp. Please read our [Privacy Policy](#) for more information.

E. Communications from Yelp and other Users

By creating an account, you agree to receive certain communications in connection with the Site. For example, you might receive compliments or friend requests from other Users. You will also receive our weekly e-mail newsletter about happenings in your neighborhood. You can opt-out of non-essential communications [here](#).

5. CONTENT

A. Responsibility for Your Content

You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Yelp.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

B. Our Right to Use Your Content

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("**Other Media**"). As such, you hereby irrevocably grant us world-wide, non-exclusive, royalty-free, sublicensable, transferable rights to use Your Content for any purpose. You also

irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their use of the Site and any Other Media. Finally, you irrevocably waive, and cause to be waived, against Yelp and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of Your Content.

C. Ownership

As between you and Yelp, you own Your Content. We own the Yelp Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("**IP Rights**") associated with the Yelp Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Yelp Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the Yelp Content are retained by us.

D. Advertising

Yelp and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

E. Content Feeds

We make some of the Site Content ("**Feed Content**") available via Real Simple Syndication and Atom feeds ("**Feeds**"). You may access and use the Feeds in order to display Feed Content on your personal computer, website, or blog ("**Your Site**"), provided that (i) your use of the Feeds is for personal, non-commercial purposes only, (ii) your display of the Feed Content links back to the relevant pages on Yelp's websites, and attributes Yelp as the source of the Feed Content, (iii) your use or display of the Feed Content does not suggest that Yelp promotes or endorses any third party causes, ideas, websites, products or services, including Your Site, (iv) you do not redistribute the Feed Content, and (v) your use of the Feeds does not overburden Yelp's systems. Yelp reserves all rights in the Feed Content and may terminate the Feeds at any time. Please select "Partnerships" on our contacts page [here](#) to inquire about other possible uses of the Feeds.

F. Other

User Content does not necessarily reflect the opinion of Yelp. We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion and without notice to you. For example, we may remove a review if we believe it violates our [Content Guidelines](#). We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

6. RESTRICTIONS

We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

A. You agree not to, and will not assist, encourage, or enable others to use the Site to:

- i. Violate our [Content Guidelines](#), for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
- ii. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- iii. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- iv. Promote a business or other commercial venture or event, or otherwise use the Site for commercial purposes, except in connection with a Business Account and as expressly permitted by Yelp;
- v. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Site's search results or any third party website;
- vi. Solicit personal information from minors, or submit or transmit pornography; or
- vii. Violate any applicable law.

B. You also agree not to, and will not assist, encourage, or enable others to:

- i. Violate the Terms;
- ii. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Site or Site Content (other than Your Content), except as expressly authorized by Yelp;
- iii. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Site or any Site Content;
- iv. Reverse engineer any portion of the Site;
- v. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Site or on any materials printed or copied from the Site;
- vi. Record, process, or mine information about other users;
- vii. Access, retrieve or index any portion of the Site for purposes of constructing or populating a searchable database of business reviews;
- viii. Reformat or frame any portion of the Site;
- ix. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Yelp's technology infrastructure or otherwise make excessive traffic demands of the Site;
- x. Attempt to gain unauthorized access to the Site, user accounts, computer systems or networks connected to the Site through hacking, password mining or any other means;
- xi. Use the Site or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
- xii. Use any device, software or routine that interferes with the proper working of the Site, or otherwise attempt to interfere with the proper working of the Site;
- xiii. Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; or
- xiv. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us [here](#), together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

7. GUIDELINES AND POLICIES

A. Content Guidelines

You represent that you have read and understood our [Content Guidelines](#).

B. Privacy

You represent that you have read and understood our [Privacy Policy](#). Note that we may disclose information about you to third parties if we have a good faith belief that

such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the Site outside of the United States, you consent to having your personal data transferred to and processed in the United States.

C. Copyright And Trademark Disputes

Please see our [Infringement Policy](#) for information about copyright and trademark disputes.

8. YELP DEALS AND YELP ADVERTISING

If you purchase a Yelp Deal, the terms of your purchase will be governed by the Yelp Deal General Terms. Please review them before you make each purchase since they may change from time to time. In the event of any conflict between the Yelp Deal General Terms and these Terms, the Yelp Deal General Terms will prevail.

Similarly, if you create a business owner's account on the Site or purchase advertising from Yelp, the Yelp Advertising Terms will apply. In the event of any conflict between the Yelp Advertising Terms and these Terms, the Yelp Advertising Terms will prevail.

9. SUGGESTIONS AND IMPROVEMENTS

By sending us any ideas, suggestions, documents or proposals ("**Feedback**"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback.

10. THIRD PARTIES

The Site may include links to other websites or applications (each, a "**Third Party Site**"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

Some of the services made available through the Site are provided in connection with third parties and subject to additional terms posted [here](#) which are incorporated herein by reference.

11. INDEMNITY

You agree to indemnify, defend, and hold Yelp, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "Yelp Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Site, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with the Site, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Yelp reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Yelp. Yelp will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

12. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF YELP AND ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS (COLLECTIVELY, THE "YELP ENTITIES"). EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

- A. THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. THE YELP ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE YELP ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, OR REVIEWS.
- B. THE YELP ENTITIES MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES LISTED ON THE SITE OR THE SITE'S USERS. ACCORDINGLY, THE YELP ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER MISUSES YOUR CONTENT OR IDENTITY, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES LISTED ON THE SITE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.
- C. THE YELP ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF THE YELP ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.
- D. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.
- E. THE YELP ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE YELP ENTITIES IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.
- F. THE YELP ENTITIES DISCLAIM LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

13. CHOICE OF LAW AND VENUE

California law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and Yelp (a "**Claim**"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA.

14. TERMINATION

- A. You may terminate the Terms at any time by closing your account, discontinuing your use of the Site, and providing Yelp with a notice of termination [here](#). Please review our [Privacy Policy](#) for information about what we do with your account when terminated.
- B. We may close your account, suspend your ability to use certain portions of the Site, and/or ban you altogether from the Site for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Site, Your Content, Site Content, or any other related information.
- C. In the event of any termination, whether by you or us, Sections 1, 5, 6, 10 - 14 of these Terms will continue in full force and effect, including our right to use Your Content as detailed in Section 5.

15. GENERAL TERMS

- A. We reserve the right to modify, update, or discontinue the Site at our sole discretion, at any time, for any or no reason, and without notice or liability.
- B. We may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through the Site.
- C. Except as otherwise stated in Section 10 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- D. The Terms contain the entire agreement between you and us regarding the use of the Site, and supersede any prior agreement between you and us on such subject

matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

- E. Any failure on Yelp's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- F. If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- G. The Terms are not assignable, transferable or sublicensable by you except with Yelp's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms shall be void.
- H. The section titles in the Terms are for convenience only and have no legal or contractual effect.

About	Help	More	Countries	Language
About Yelp	FAQ	Careers	Australia	New Zealand
Yelp Blog	Advertise	Yelp Mobile	Austria	Norway
Press	Content Guidelines	The Weekly Yelp	Belgium	Poland
Investor Relations	Contact Yelp	Yelp Apparel	Canada	Singapore
Terms of Service	Business Support	RSS	Denmark	Spain
Privacy Policy	Developers	Top Searches	Finland	Sweden
			France	Switzerland
			Germany	The Netherlands
			Ireland	Turkey
			Italy	United Kingdom

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Exhibit 2



FOR SETTLEMENT PURPOSES ONLY—FRE 408

January 30, 2013

VIA U.S. MAIL AND EMAIL: support@adblaze.com; timcatron@gmail.com; me@timcatron.com

AdBlaze Marketing
Attn: Tim Catron
5317 Fruitville Rd. #113
Sarasota, FL 34232

Re: **AdBlaze.com**

Dear Mr. Catron:

We at Yelp Inc. (“Yelp”) had occasion to review your website (www.adblaze.com) (the “AdBlaze Site”), and in particular, the services you advertise on it in relation to our website (the “Yelp Site”). See <https://www.adblaze.com/product/yelp-reviews/>.

By accessing the Yelp Site to provide the services described on the AdBlaze Site, you—and anyone acting at your direction—are in violation of the Terms of Service posted on the Yelp Site (the “Yelp TOS” located at <http://www.yelp.com/static?p=tos&country=US>). For example, you state that AdBlaze allows users to “[b]uy Yelp reviews from the best in the business” and “drown out” bad reviews by “pushing them down where nobody will see them.” You also state that “[e]ach review will come from a unique IP address located in the city of your choice. We use only the best writers who are experienced at writing realistic reviews. The reviews will be **leaked at random times** to look natural.” These statements and others like them show that AdBlaze purports to facilitate a commercial use of Yelp users’ personal accounts, in violation of Section 4(D) of the Yelp TOS, which expressly prohibits unauthorized commercial use of a Yelp account or the Yelp Site. The Yelp TOS also prohibits you from “assist[ing], encourag[ing], or enabl[ing] others to use the Site to . . . Violate our Content Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review.”¹ The services you offer through the AdBlaze Site, in particular the sale of Yelp reviews, violate these and other sections of the Yelp TOS.

¹ The solicitation of payment for reviews, and the selling or purchasing of reviews, may also be unlawful. See, e.g., http://www.ag.ny.gov/media_center/2009/july/july14b_09.html (“ATTORNEY GENERAL CUOMO SECURES SETTLEMENT WITH PLASTIC SURGERY FRANCHISE THAT FLOODED INTERNET WITH FALSE POSITIVE REVIEWS”); <http://www.ftc.gov/opa/2010/08/reverb.shtm> (“Public Relations Firm to Settle FTC Charges that It Advertised Clients’ Gaming Apps Through Misleading Online Endorsements”).

In addition to owning and operating the Yelp website, Yelp owns many registered trademarks and service marks incorporating the word “YELP” for a variety of online social networking services and other services, including without limitation federal U.S. Trademark registrations 3181664, 3660119, 3316616, 3660120, 3660122, and 3660123 (“Yelp marks”). As shown in **Exhibit A**, the AdBlaze Site uses the Yelp marks, without authorization, in connection with its services.

To avoid any uncertainty, we want to make clear that you—and anyone acting on your behalf or pursuant to your instructions—are not authorized to access the Yelp Site. Nor are you permitted to induce others to access the Yelp Site in violation of the Yelp TOS or offer or advertise commercial services using the Yelp Site. Please cease and desist this conduct immediately. Please immediately also cease and desist any and all use and reference of Yelp’s marks, including the word mark YELP and the Yelp logo, including without limitation any use of this phrase on any webpage or other advertising copy.

Please also provide Yelp with the following information:

- 1) Identify each Yelp account, if any, from which you, or anyone acting on your behalf, posted Yelp reviews in exchange for payment.
- 2) Identify each business, if any, from which you received payment for Yelp reviews.
- 3) Identify the amount of money AdBlaze has received for the creation or posting of any Yelp reviews.

Please confirm to me that you will comply with these requests. Of course, Yelp reserves its legal rights as against AdBlaze and anyone acting on its behalf.

Please feel free to contact me with any questions. I would appreciate the courtesy of a response by February 8, 2013.

Regards,



Aaron Schur
Senior Litigation Counsel
Yelp Inc.
706 Mission Street, 9th Floor
San Francisco, California 94103

EXHIBIT A

Yelp Reviews

You are here: [Home](#) > [Products](#) > [Yelp Reviews](#)



Yelp Reviews

From: \$49.90

How many Yelp reviews would you like to buy?

Choose an option...

Category: [Reputation Management, Reviews For Your Product or Service, Yelp.](#)

Like 1

+1



Description

Additional Information

Reviews (0)

Product Description

Buy Yelp reviews from the best in the business. With our unique service we will write a **professional review** for your Yelp listing. Each review will come from a unique IP address located in the city of your choice. We use only the best writers who are experienced at writing realistic reviews. The reviews will be **leaked at random times** to look natural. We guarantee that your Yelp listing will remain **safe and secure**. If you have an empty listing and you have been trying to figure out how to get Yelp reviews then this is the service for you. You can order as often and as many reviews as you like. We can send as many as you need without any problems. If you have bad Yelp reviews use this package to drown them out and push them down where nobody will see them. You will find that we can make your listing a success and guarantee that it will generate you great results for your business for months and years to come. Our Guarantee - If your review does not stick we will refund your order. Buy Yelp reviews today!

Yelp Reviews

You are here: Home > Products > Yelp Reviews

Contact Us!

be answered by
1-941-256-0777



Description Additional

Product Description

yelp-reviews

Buy Yelp reviews from the best in the business. With our unique service we will write a professional review for your Yelp listing. Each review will come from a unique IP address located in the city of your choice. We use only the best writers who are experienced at writing realistic reviews. The reviews will be leaked at random times to look natural. We guarantee that your Yelp listing will remain safe and secure. If you have an empty listing and you have been trying to figure out how to get Yelp reviews then this is the service for you. You can order as often and as many reviews as you like. We can send as many as you need without any problems. If you have bad Yelp reviews use this package to drown them out and push them down where nobody will see them. You will find that we can make your listing a success and guarantee that it will generate you great results for your business for months and years to come. Our Guarantee - If your review does not stick we will refund your order. Buy Yelp reviews today!

- » Pinterest
- » Backlink Services
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Recently Added

Vimeo Video Views
From: \$18



Dedicated SEO Consultation Service

Exhibit 3

Aaron Schur

From: Adblaze [admin@adblaze.com]
Sent: Tuesday, February 05, 2013 1:04 PM
To: Aaron Schur
Subject: Re: AdBlaze.com

Any mention of Yelp has been removed from Adblaze.com. If you has issues with the legality of my business I suggest you call the police instead if quoting laws you have no authority to enforce. Have a nice day.

--

Adblaze.com

941-256-0777

admin@adblaze.com

Skype: zoomsixx

On Feb 5, 2013, at 12:53 PM, Aaron Schur <aschur@yelp.com> wrote:

Dear Mr. Catron,

Soon after we sent this letter, we noticed that you removed the Yelp logo from a couple places on your site, presumably in response to our correspondence. But your site, AdBlaze.com, still references Yelp and your advertised, unlawful business of offering Yelp reviews for payment. As my letter made clear, please remove such references to Yelp from your site, and cease any business activities you may have in relation to Yelp—including advertising the sale of Yelp reviews. Please also respond to the questions in my letter.

Feel free to contact me with any questions.

Regards,

Aaron

Aaron Schur
Senior Litigation Counsel
Yelp Inc.

This communication may contain information that is legally privileged, confidential or exempt from disclosure. If you are not the intended recipient, please note that any dissemination, distribution, or copying of this communication is strictly prohibited. Anyone who receives this message in error should notify the sender immediately by telephone or by return e-mail and delete it from his or her computer.

From: Mooni Patel [mailto:mpatel@yelp.com]
Sent: Wednesday, January 30, 2013 5:28 PM
To: support@adblaze.com; timcatron@gmail.com; me@timcatron.com
Cc: Aaron Schur
Subject: AdBlaze.com

To Whom It May Concern:

Please see attached.

Best,
Mooni

--

[Mooni Patel](#) | Paralegal
Yelp Inc. | 706 Mission St., 9th Floor | San Francisco, CA 94103

Exhibit 4



AdBlaze
Adblaze Marketing
@adblaze

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Buy Yelp reviews from the most trusted source in the industry. We offer 100% real reviews from aged accounts.

buyyelpreview.com

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RETWEETS

107
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3:28 PM - 24 Mar 13

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Exhibit 5



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Published on Feb 4, 2013

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All Comments (145)

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AdBlaze AdblazeMarketing · 1 month ago



After your order is made we get your order details and we get started right away. If you have any questions feel free to use the live chat option on adblaze.com or find me on Skype: zoomsixx

Reply · in reply to Master@aster (Show the comment)

Exhibit 6

buy yelp reviews



Shop



Yelp Reviews

From: \$74.85

Choose how many Yelp reviews you would like to buy from the drop down menu. We can send as many as you need. Each review is \$24.95 with a minimum purchase of 3 reviews.

How Many Reviews?

Category: **General**.

Description

Product Description

Buy online reviews from the best in the business. With our unique service we will write a **professional review** for your online listing. Each review will come from a unique IP address located in the city of your choice. We use only the best writers who are experienced at writing realistic reviews. The reviews will be **leaked at random times** to look natural. We guarantee that your online listing will remain **safe and secure**. If you have an empty listing and you have been trying to figure out how to get online reviews then this is the service for you. You can order as often and as many reviews as you like. We can send as many as you need without any problems. If you have bad online reviews use this package to drown them out and push them down where nobody will see them. You will find that we can make your listing a success and guarantee that it will generate you great results for your business for months and years to come. Our Guarantee – If your review does not stick we will refund your order. Buy online reviews today!



Positive restaurant reviews on Yelp.com can make a major difference for eateries, a new study says: Higher-rated restaurants are fully booked half the time, while those with lower ratings are booked only about a third of the time.

Suzanne Choney, NBC News

Friendly Suggestion

While it may be tempting to fill your Yelp page with reviews I suggest sending some to the other review sites as well. There are many and with good reviews they will start to rank well in the search engines. We submit to all of the top sites and allow you to choose which ones you want us to target. Submitting reviews to as many review sites as possible ensures greater coverage.

If you do not have profiles on all of the review site I suggest setting them up now and having us post reviews to them as well.

Sites that we support:

- ✓ Google +
- ✓ Citysearch
- ✓ InsiderPages
- ✓ Local.com
- ✓ SuperPages
- ✓ Foursquare

- ✓ Kudzu
- ✓ YellowPages
- ✓ Yelp

Online Review Prices

- ✓ 3 reviews \$74.85
- ✓ 4 reviews \$99.80
- ✓ 5 reviews \$124.75
- ✓ 6 reviews \$149.70
- ✓ 7 reviews \$174.65
- ✓ 8 reviews \$199.60
- ✓ 9 reviews \$224.55
- ✓ 10 reviews \$249.50
- ✓ 15 reviews \$374.25
- ✓ 20 reviews \$499.00
- ✓ 25 reviews \$623.75
- ✓ 30 reviews \$748.50
- ✓ 50 reviews \$1,247.50
- ✓ 100 reviews \$2,495.00

We can send the reviews as fast or as slow as you would like.

Still have questions?

If you still have questions please use our chat feature below or call us 24 hours a day. We can personally answer any questions you have.

1-866-663-2152



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WORDS WRITTEN ON YELP
2.2+ BILLION 

YEARS IT WOULD TAKE TO READ YELP OUT LOUD
42
speaking non-stop, without sleeping

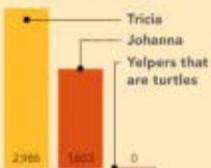
MOST REVIEWS WRITTEN IN A DAY
32,425
on June 27, 2011

YEARS UNTIL EVERYONE IN THE USA IS USING YELP
3.88
Based on our current growth rate (that is, unless Kim N. kicks her reviewing into overdrive!)

HIGHEST RATED BARBER IN SCRANTON, PA
Reggie
According to Will Ferrell on The Office. (Actually, according to Yelpers, it's MacKrell's.)

RESTAURANT REVIEWS? YUP, WE HAVE THOSE

All the restaurant reviews on Yelp could fill **16,894** Zagat Guides. But Yelp isn't just restaurants: if you printed every Yelp review, they could fill **39,288**.

YELPERS NAMED TRICIA OR JOHANNA

Tricia Johanna Yelpers that are turtles
2368 1603 0
Hat tip, FunnyOrDie.com

MOST PROLIFIC YELPER
Kim N.
4,150 Reviews to Date

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Whether you own a restaurant, salon, hotel or an automobile shop, having an impressive virtual presence matters. It has been proven by research that most



consumers resort to the Web to review businesses and services. Buy **Yelp** Reviews For Your Business Today!

Bad Reviews?



If you have existing bad Yelp reviews, no worries. We will ensure that your customers see your good reviews first. Customers may leave bad reviews now and then, it doesn't need to be the end of your business.

Location Aware



All of the Yelp reviews that we post are from real account located in the city that your business is located in. The profiles will have activity in the same city as your business. Real reviews from locals!

Beware of Imitations



We are the number one provider of reviews for your Yelp listing. Watch out for phonies and imitators. There are a lot of companies out there that will just take your money and give you nothing in return or provide low quality services. Our reviews are guaranteed!

Skilled Writers



Our skilled writers will create realistic reviews for you based on some basic details that you provide. When you buy Yelp reviews from us you can be sure that your reviews will be 100% authentic original content written by English speaking writers.

Slow Dripped



We will never send your reviews all at one time. We have a dedicated system in place that ensures that your reviews are sent at random intervals. No more than 1 review per week, unless otherwise specified. Buying Yelp reviews has never been less complicated.



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by [Elite Reviewer](#) on March 18, 2013 under General · [Leave a comment](#)

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Frequently Asked Questions

- ✔ What exactly does your service provide?
- ✔ What are the benefits of buying reviews?
- ✔ Are your Yelp accounts aged?
- ✔ Will your reviews be posted from accounts in my area?
- ✔ Do your accounts all have activity and friends of their own?
- ✔ Do you write the reviews?
- ✔ Will buying reviews get my account banned or blacklisted?
- ✔ Can you send me examples of your reviews or accounts?
- ✔ Do you offer a money back guarantee?
- ✔ Will you ever share my information with any third parties?
- ✔ What happens if my reviews are filtered?

Q: What exactly does your service provide?

A: We provide real reviews that highlight all of the best features of your business.

Q: What are the benefits of buying reviews?

A: Buying reviews has many benefits. It lessens the impact of bad reviews that may have been posted. Good reviews raise your chance of being featured on Yelp local pages in your area it also creates new content that can raise your rank in Google local searches.

Q: Are your Yelp accounts aged?

A: Yes, we used aged accounts.

Q: Will your reviews be posted from accounts in my area?

A: We post your reviews from accounts located in your area using private proxies.

Q: Do your accounts all have activity and friends of their own?

A: Our accounts are 100% real, real pics, real friends, real likes, real activity.

Q: Do you write the reviews?

A: Yes, we write the reviews based on some general details we collect from you. We use only the best writers who are experienced in writing realistic reviews. Our writers are highly skilled and English is their first language. If you would prefer to provide your own however that is fine. Other sites selling reviews actually contact us to have us write their reviews.

Q: Will buying reviews get my account banned or blacklisted?

A: No, we only use legal white hack techniques so your account remains safe and secure.

Q: Can you send me examples of your reviews and or accounts?

A: We cannot share account info as we respect our clients privacy.

Q: Do you offer a money back guarantee?

A: Yes, if you are not satisfied for any reason we will refund any unused portion of your order.

Q: Will you ever share my information with any third parties?

A: Absolutely not. Your information is guaranteed to be safe and secure. Your transaction is completely anonymous. Any and all details pertaining to your order will be deleted from our servers once your order is completed.

Q: What happens if my reviews are filtered?

A: It's a fact of life that Yelp filters many reviews for no reason whatsoever. While we use techniques that minimizes this issue it does happen from time to time. If any of your reviews are filtered we will replace them at no extra cost.

Still have questions?

If you still have questions please use our chat feature below or call us 24 hours a day. We can personally answer any questions you have.

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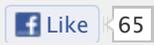
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