

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

JANE DOE, an individual,

Plaintiff,

vs.

AMAZON.COM, INC., a Delaware corporation, and IMDB.COM, INC., a Delaware corporation,

Defendants.

No.

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF WITH
JURY DEMAND**

Plaintiff Jane Doe, by and through her undersigned counsel, states as follows upon actual knowledge with respect to herself and her own acts and upon information and belief as to all other matters complained of against defendants Amazon.com, Inc., a Washington corporation (“Amazon”) and IMDb.com, Inc., a Delaware corporation (“IMDb”), (collectively, “Defendants”):

I. NATURE OF THE CASE

1. Amazon is one of the leading Internet companies in the country. Through its wholly-owned subsidiary, IMDb, Amazon provides free access to the world’s largest “Internet Movie Database” at the website www.imdb.com. The Internet Movie Database is a very handy resume tool for employers in the film and television industry as it attempts to list every production upon which a writer, performer or crew member has

1 ever worked. Likewise, up-and-coming entertainment professionals rely on the exposure
2 provided by the Internet Movie Database to seek employment opportunities in the
3 entertainment industry.

4 2. Through IMDb, Amazon also offers a subscription service called
5 “IMDbPro,” which provides “industry insider” information to paying customers. In order
6 to subscribe to IMDbPro, Amazon requires consumers to submit detailed personal and
7 credit card information, purportedly for purposes of processing payment for the
8 subscription. IMDbPro consumers also must accept IMDbPro.com’s Subscriber
9 Agreement and incorporated Privacy Policy (the “Subscriber Agreement”). It is not
10 possible for a consumer to sign up for IMDbPro without providing his or her credit card
11 information and accepting the terms of the Subscriber Agreement.

12 3. The IMDbPro subscription process plainly has great capability to invade
13 the privacy of the subscribers and misappropriate their personal and credit card
14 information, so Defendants go out of their way to make consumers feel safe about
15 providing this highly confidential information. For example, the following information
16 appears on IMDbPro’s subscription page and/or in the Subscriber Agreement:

- 17 • “We guarantee that every transaction you make at IMDbPro.com will be safe.”
- 18 • “Payment processing is powered by Amazon.com.”
- 19 • “Our secure socket layer (SSL) software is the industry standard and among
20 the best software available today for secure commerce transactions. It encrypts
21 all of your personal information including credit card number, name and
22 address so that it cannot be read as the information travels over the Internet.”
- 23 • “IMDb knows that you care how information about you is used and shared, and
24 we appreciate your trust that we will do so carefully and sensibly.”
- 25 • “Further, whenever we deal with user information, we will always comply with
26 applicable laws and regulations in doing so.”

27 Defendants thus attempt to assuage privacy concerns, but their statements are
28 vague, ambiguous, inaccurate and uninformative about Defendants’ actual data collection

1 and information-handling procedures, and mislead consumers into thinking that their
2 personal and credit card information is safe and will be used solely for purposes of
3 processing payment.

4 4. Little do IMDbPro subscribers know, nor are they likely aware, that
5 Defendants intercept, store, record, and use the information provided during the
6 subscription process, including their credit card information, to research and cross-
7 reference public records and other sources to gather as much information as possible
8 about each individual subscriber, including, but not limited to, his or her legal name, age,
9 race, gender, personal shopping and spending habits, and Internet activity, which acts are
10 unknown to and not consented to by the subscribers.

11 5. Subscribers who happen to be one of the millions of people listed in the
12 Internet Movie Database suffer a substantial further risk of harm of their private, personal
13 information becoming available to the public at www.imdb.com and other affiliated and
14 unaffiliated websites that simply copy and republish information posted at
15 www.imdb.com.

16 6. In Plaintiff's case, Defendants were able to and did access Plaintiff's
17 personal and credit card information by intercepting and recording her confidential
18 electronic communications without or beyond her consent, further using that information
19 to cross-reference public records and other sources to obtain, among other things,
20 Plaintiff's legal name, age, date of birth, and other personal, confidential information, and
21 making some of that unlawfully-obtained confidential information available to the public
22 at www.imdb.com and other affiliated and unaffiliated websites.

23 7. By this practice, Defendants committed fraud, breached the terms of the
24 Subscriber Agreement and Privacy Policy entered into with Plaintiff, and violated
25 Plaintiff's statutory privacy and consumer protection rights as described herein. Plaintiff
26 brings this action seeking declaratory, injunctive and monetary relief to redress
27 Defendants' unlawful conduct.
28

1 with consumer personal and credit card information, has aided and abetted IMDb's
2 wrongful conduct, and has done nothing to stop that wrongful conduct.

3 15. Defendant IMDb is a Delaware corporation with its principal place of
4 business located in Seattle, Washington. IMDb is a wholly owned subsidiary of
5 defendant Amazon, and operates the world's largest online entertainment industry
6 database at www.imdb.com.

7 **IV. GENERAL ALLEGATIONS**

8 16. Plaintiff is an actress in the entertainment industry.

9 17. Being of Asian descent, Plaintiff has a given legal name that is extremely
10 difficult for Americans to spell and pronounce, and is generally not conducive to
11 obtaining employment in the United States and particularly the entertainment industry.
12 Because of this cultural disadvantage, Plaintiff adopted an Americanized stage name.

13 18. Prior to and throughout her acting career, Plaintiff has only and always
14 presented herself to the public by her American stage name, and has exercised extreme
15 care in maintaining the confidentiality of her true legal name and personal information
16 associated with her legal name by concealing this information from the public, and never
17 linking or associating her legal name or personal information with her American stage
18 name.

19 19. As an unknown actress who desired exposure and work in the
20 entertainment industry, Plaintiff began using the Internet Movie Database in 2003 by
21 entering her acting profile information into the Internet Movie Database. Over the next
22 several years, Plaintiff's exposure via the Internet Movie Database directly influenced
23 most, if not all, of her employment opportunities, credits and earnings.

24 20. To increase her exposure in the industry, in 2008, Plaintiff subscribed to
25 IMDbPro via the Internet website www.imdbpro.com. In order to subscribe to IMDbPro,
26 Plaintiff was required to provide, and did provide, detailed personal and credit card
27 information in order to pay for the subscription, including the legal name, address, and
28 zip code associated with her credit card.

1 21. Shortly after subscribing to IMDbPro, Plaintiff noticed that her legal date of
2 birth had been added to her public acting profile in the Internet Movie Database,
3 revealing to the public that Plaintiff is many years older than she looks.

4 22. In the entertainment industry, youth is king. If one is perceived to be
5 “over-the-hill,” i.e., approaching 40, it is nearly impossible for an up-and-coming actress,
6 such as the Plaintiff, to get work as she is thought to have less of an “upside,” therefore,
7 casting directors, producers, directors, agents/managers, etc. do not give her the same
8 opportunities, regardless of her appearance or talent.

9 23. After discovering the public exposure of her legal date of birth in the
10 Internet Movie Database, Plaintiff contacted IMDb and requested that it remove the date
11 of birth associated with her public acting profile from the Internet Movie Database.

12 24. IMDb refused, and still refuses to remove the date of birth associated with
13 Plaintiff’s public acting profile from the Internet Movie Database.

14 25. The date of birth currently associated with Plaintiff’s acting profile in the
15 Internet Movie Database is the date of birth associated with Plaintiff’s legal name, which
16 Defendants obtained from the credit card that Plaintiff used to purchase the IMDbPro
17 subscription.

18 26. Prior to subscribing to IMDbPro, there were absolutely no means by which
19 Defendants could have obtained Plaintiff’s legal name or date of birth.

20 27. Upon information and belief, IMDb obtained Plaintiff’s date of birth by
21 performing records searches using the credit card information obtained from Plaintiff
22 during the IMDbPro subscription process, including, but not limited to, the cardholder
23 name, address and zip code.

24 28. Upon information and belief, it is Defendants’ standard business practice to
25 routinely intercept, store, record, and further use consumer credit card information
26 obtained during the subscription process for the purposes of gathering information about
27 subscribers and enhancing Defendants’ business databases, which practice is unknown to
28 and not consented to by consumers, and is completely beyond the scope of Defendants’

1 Subscriber Agreement, thereby breaching Plaintiff's statutory and common law rights set
2 forth below.

3 29. Both Defendants are fully aware of the information-gathering, storing, and
4 usage processes and have done nothing to stop the unlawful and wrongful practices.

5 30. Defendants' actions have had a double-whammy effect on Plaintiff's
6 livelihood. First, because lesser-known forty-year-old actresses are not in demand in the
7 entertainment business, Plaintiff has suffered a substantial decrease in acting credits,
8 employment opportunities and earnings since Defendants' addition of Plaintiff's legal
9 date of birth to the Internet Movie Database. Second, because Plaintiff looks so much
10 younger than her actual age indicates, Plaintiff has experienced rejection in the industry
11 for each "forty-year-old" role for which she has interviewed because she does not and
12 cannot physically portray the role of a forty-year old woman.

13 31. Unless and until Defendants remove Plaintiff's personal birthday
14 information from the Internet Movie Database, Plaintiff will continue to suffer ongoing
15 damages.

16 32. The conduct of the Defendants described herein is unfair, immoral, and
17 unscrupulous, offends public policy, and has no countervailing benefit to consumers or
18 competition when weighed against the harm caused by such practices.

19 33. Plaintiff has been seriously damaged as a proximate result of, and by, such
20 misconduct as alleged herein in the form of a substantial decrease in annual credits and
21 earnings and an overall diminution in value of Plaintiff's acting services.

22 34. Defendants' actions were malicious, intentional, oppressive, outrageous,
23 and evidence a complete callous disregard for the rights of Plaintiff.

24
25 **FIRST CAUSE OF ACTION**
(Breach of Contract)

26 35. Plaintiff repleads and restates as if herein set forth in full all of the
27 allegations of this Complaint.

28 36. Upon subscribing to IMDbPro, Plaintiff and Defendants entered into a

1 contractual relationship governed by IMDbPro's Subscriber Agreement and incorporated
2 Privacy Policy.

3 37. Plaintiff performed her part of the agreement by paying for the IMDbPro
4 subscription.

5 38. Upon information and belief, Defendants used the personal and credit card
6 information provided by Plaintiff during the subscription process to build a consumer
7 profile about Plaintiff for purposes of enhancing the value of Defendants' business
8 databases and other unlawful purposes not known by and not consented to by Plaintiff,
9 thereby breaching the Subscriber Agreement and Privacy Policy.

10 39. Upon information and belief, Defendants used Plaintiff's personal and
11 credit card information to perform unlawful records searches and then added personal and
12 confidential information about Plaintiff obtained from those unlawful searches to
13 IMDb.com, making Plaintiff's personal and confidential information immediately
14 available to the public at large in violation of Plaintiff's statutory privacy and consumer
15 protection rights as described herein, constituting a breach of the Subscriber Agreement
16 and Privacy Policy.

17 40. Defendants refuse to remove the unlawfully obtained personal and
18 confidential information from www.imdb.com.

19 41. Since Defendants added Plaintiff's legal date of birth to the Internet Movie
20 Database in 2008, Plaintiff has experienced a significant decrease in credits, earnings,
21 and employment opportunities.

22 42. The conduct of the Defendants described herein is unfair, immoral, and
23 unscrupulous, offends public policy, and has no countervailing benefit to consumers or
24 competition when weighed against the harm caused by such practices.

25 43. Plaintiff has been seriously damaged as a proximate result of, and by, such
26 misconduct as alleged herein in the form of a substantial decrease in annual credits and
27 earnings and an overall diminution in value of Plaintiff's acting services.

28 44. Plaintiff is entitled to all appropriate relief.

SECOND CAUSE OF ACTION
(Fraud)

1
2 45. Plaintiff repleads and restates as if herein set forth in full all of the
3 allegations of this Complaint.

4 46. Defendants materially misrepresent the safety, security and purpose for
5 which they gather and use the personal and credit card information of consumers who
6 subscribe to IMDbPro.

7 47. The following representations of IMDb's intention to protect subscribers'
8 personal information appears on IMDbPro's subscription page and/or Subscriber
9 Agreement:

- 10 • "We guarantee that every transaction you make at IMDbPro.com will be safe."
11 • "IMDb knows that you care how information about you is used and shared, and
12 we appreciate your trust that we will do so carefully and sensibly."
13 • "Further, whenever we deal with user information, we will always comply with
14 applicable laws and regulations in doing so."
15 • "Payment processing is powered by Amazon.com."
16 • "Our secure socket layer (SSL) software is the industry standard and among
17 the best software available today for secure commerce transactions. It encrypts
18 all of your personal information including credit card number, name and
19 address so that it cannot be read as the information travels over the Internet."

20 48. Defendants' representations listed above were a material and substantial
21 factor in Plaintiff's decision to subscribe to IMDbPro.

22 49. Despite these representations, in or about November 2008, Plaintiff
23 discovered that without Plaintiff's knowledge or consent, Defendants unlawfully
24 accessed Plaintiff's stored personal and credit card information and then further used that
25 information to scour public records databases and other sources for purposes of
26 discovering Plaintiff's date of birth.

27 50. Defendants knowingly made the above representations with no intention to
28 honor them or, in the alternative, without care or concern as to whether Defendants would

1 honor them.

2 51. Defendants made these representations with the intent to induce Plaintiff to
3 subscribe to IMDbPro and to share her personal information. Defendants knew or should
4 have known that these representations would induce Plaintiff to subscribe to IMDbPro.

5 52. Plaintiff had no knowledge that Defendants did not intend to honor the
6 above representations or did not have concern for whether they would be honored.

7 53. Plaintiff reasonably relied on Defendants' representations concerning the
8 safe and proper handling of her personal information when she subscribed to IMDbPro.
9 In subscribing to IMDbPro, Plaintiff shared her personal information with the belief and
10 expectation that such information would be used only for the purposes of processing
11 payment.

12 54. Plaintiff has been seriously damaged as a proximate result of, and by, such
13 misconduct as alleged herein in the form of a substantial decrease in annual credits and
14 earnings and an overall diminution in value of Plaintiff's acting services.

15 55. The conduct of the Defendants described herein is unfair, immoral, and
16 unscrupulous, offends public policy, and has no countervailing benefit to consumers or
17 competition when weighed against the harm caused by such practices.

18 56. Defendants' actions were malicious, intentional, oppressive, outrageous,
19 and evidence a complete callous disregard for the rights of Plaintiff.

20 57. Plaintiff is entitled to all appropriate relief.

21
22 **THIRD CAUSE OF ACTION**
(Violation of Washington's Privacy Act)

23 58. Plaintiff repleads and restates as if herein set forth in full all of the
24 allegations of this Complaint.

25 59. The communication transmitting personal and credit card information by
26 Plaintiff between her computer and Defendants over the Internet is a "private
27 communication transmitted by a device" which was intercepted and recorded by
28 Defendants' servers and databases without or beyond the consent of Plaintiff.

1 60. Defendants intentionally intercepted and recorded Plaintiff's electronic
2 communication in violation of RCW 9.73.030 by intending to store, record, and further
3 use Plaintiff's personal and credit card information for unlawful purposes without
4 Plaintiff's consent or authorization.

5 61. The conduct of the Defendants described herein is unfair, immoral, and
6 unscrupulous, offends public policy, and has no countervailing benefit to consumers or
7 competition when weighed against the harm caused by such practices.

8 62. Plaintiff has been seriously damaged as a proximate result of, and by, such
9 misconduct as alleged herein in the form of a substantial decrease in annual credits and
10 earnings and an overall diminution in value of Plaintiff's acting services.

11 63. Plaintiff is entitled to all appropriate relief.

12
13 **FOURTH CAUSE OF ACTION**
14 **(Violation of Washington's Consumer Protection Act)**

15 64. Plaintiff repleads and restates as if herein set forth in full all of the
16 allegations of this Complaint.

17 65. Defendants materially misrepresent the safety, security and purpose for
18 which they gather and use the personal and credit card information of consumers who
19 subscribe to IMDbPro.

20 66. Plaintiff relied on Defendants' misrepresentations when deciding to
21 subscribe to IMDbPro and submit her personal and credit card information.

22 67. The Defendants' conduct constitutes unfair and fraudulent business acts
23 and practices because the conduct has a tendency and is likely to deceive, and did
24 deceive, the Plaintiff and the general public in violation of Washington's Consumer
25 Protection Act.

26 68. The conduct of the Defendants described herein is unfair, immoral, and
27 unscrupulous, offends public policy, and has no countervailing benefit to consumers or
28 competition when weighed against the harm caused by such practices.

 69. Plaintiff has been seriously damaged as a proximate result of, and by, such

1 misconduct as alleged herein in the form of a substantial decrease in annual credits and
2 earnings and an overall diminution in value of Plaintiff's acting services.

3 70. Defendants' actions were malicious, intentional, oppressive, outrageous,
4 and evidence a complete callous disregard for the rights of Plaintiff.

5 71. Plaintiff is entitled to all appropriate relief, including treble damages, and
6 all costs of suit, including reasonable attorneys' fees.

7 **V. PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays that this Court enter judgment in her favor as
9 follows:

10 a. Declaring the challenged acts and practices to be unlawful;

11 b. Requiring Defendants to remove all unlawfully-obtained information from
12 Defendants' servers, databases and public websites, including but not limited to, the
13 Plaintiff's date of birth posted at www.imdb.com and other affiliated and unaffiliated
14 websites, and forever refrain from adding, reposting, and republishing such information,
15 including such information submitted to Defendants by third parties;

16 c. Enjoining and restraining Defendants from any further similar unlawful
17 acts or practices, including, but not limited to, intercepting, storing, recording, using and
18 releasing to the public or publicly associating in any manner Plaintiff's legal name, date
19 of birth, age, address, and zip code, including adding, posting, and publishing such
20 information submitted to Defendants by third parties;

21 d. Awarding Plaintiff compensatory damages in an amount to exceed \$75,000;

22 e. Awarding punitive damages against Defendants in an amount to exceed
23 \$1,000,000;

24 f. Awarding Plaintiff treble damages and the expenses of this litigation,
25 including the fees and costs of experts and reasonable attorneys' fees and costs in
26 accordance with the claims described herein; and

27 g. Granting other legal and equitable relief that the Court deems appropriate.
28


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VI. JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated this 13th day of October, 2011.

NEWMAN DU WORS LLP

By: 
Derek A. Newman, WSBA No. 26967
Randall Moeller, WSBA No. 21094
1201 Third Avenue, Suite 1600
Seattle, Washington 98101

DOZIER INTERNET LAW, P.C.

/s/ John W. Dozier, Jr.
John W. Dozier, Jr., Esq., *pro hac vice*
forthcoming
11520 Nuckols Rd., Suite 101
Glen Allen, Virginia 23509
Tel: (804) 346-9770
Fax: (804) 346-0800
Email: jwd@cybertriallawyer.com

Attorneys for Plaintiff Jane Doe