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

KATHLEEN WILKES, on her own behalf and
on the behalf of all others similarly situated,

Plaintiff,

v.

NEWSVINE, INC., a Washington corporation,

Defendant.

NO. 13-2-20979-9 SEA

CLASS ACTION COMPLAINT

PLAINTIFF KATHLEEN WILKES brings this class action on behalf of herself and all others similarly situated against DEFENDANT NEWSVINE, INC., and states and alleges as follows:

I. NATURE OF ACTION

1.1 Plaintiff brings this class action against Newsvine to recover damages and other relief available at law and in equity and to remedy Newsvine’s deceptive, unfair, inequitable, and unconscionable conduct, which is detailed below.

1.2 Plaintiff and Class members are or were registered “Users” of Defendant’s website, Newsvine.com. Registered Users can earn advertising revenue by posting content on the Newsvine site. Under the Newsvine User Agreement dated March 26, 2009, Newsvine

1 promised to pay each User a percentage of the revenue Newsvine collected from third-party
2 advertisers in relation to the User’s postings. Newsvine, however, has unlawfully refused to
3 pay Users in accordance with that Agreement, depriving Plaintiff and Class members of funds
4 they earned and to which Plaintiff and Class members are rightfully entitled.

5 **II. PARTIES**

6 2.1 Plaintiff Kathleen Wilkes (“Plaintiff”) is a resident of Dane County, Wisconsin.

7 2.2 Defendant Newsvine, Inc. (“Newsvine” or “Defendant”) is a Washington
8 corporation with its principal place of business in Seattle, Washington.

9 **III. JURISDICTION AND VENUE**

10 3.1 Defendant does business in and is incorporated in the State of Washington.
11 Defendant has obtained the benefits of the laws of the State of Washington. Jurisdiction is
12 proper.

13 3.2 Venue is proper in King County because Defendant transacts business in King
14 County and many of the acts, as well as the course of conduct alleged herein, occurred in King
15 County.

16 3.3 Venue is also proper because the Newsvine User Agreement contains a forum
17 selection clause setting venue in King County, Washington.

18 **IV. APPLICABLE LAW**

19 4.1 Washington law governs all claims in this action because the Newsvine User
20 Agreement calls for the application of Washington law “without resort to its conflict of law
21 provisions.”

22 **V. FACTUAL BACKGROUND**

23 5.1 Newsvine operates the website Newsvine.com, which is a community-based
24 news website where registered Users post original articles and share links or “seeds” to external
25 content. Users then comment on each other’s posts through comment threads and discuss and
26 debate the news. Newsvine touts that it is “a community-focused website where users can

1 share, write, and discuss the news.” Newsvine’s Code of Honor indicates that the website’s
2 “primary purpose is to provide a place for people to share and discuss topics relating to the
3 news.”

4 5.2 Newsvine requires its Users to “Register for Newsvine.” To register, a User
5 must enter an email address, create a password, and create a Newsvine username. In addition,
6 by registering for Newsvine, Users must “agree to the Newsvine User Agreement.” *See*
7 https://secure.newsvine.com/_tps/_accounts/register.

8 5.3 Registered Users can post content on a portion of the Newsvine site that is
9 identifiable by a third-level domain name selected by the user (username.newsvine.com), called
10 a “Subdomain.” Users can post both original content and “seeds” to non-original content, such
11 as news articles or other content, available on other websites. As with other areas of
12 Newsvine’s website, Newsvine allows third parties to post advertisements in the Subdomains
13 of its Users.

14 5.4 Under the Newsvine User Agreement in place from May 26, 2009 to February 7,
15 2013 (the “2009 User Agreement”), Newsvine promised to pay each User ninety percent (90%)
16 of the net advertising revenue Newsvine derived from posting advertisements of third parties to
17 the User’s Subdomain (“User Earnings”). Newsvine also promised that the remaining ten
18 percent (10%) would go to whoever referred the User (“Referral Earnings”) or to Newsvine if
19 there was no referring User. User Earnings and Referral Earnings are referred to herein
20 together as “Newsvine Earnings” or “Earnings.”

21 5.5 Under the section heading “Changes to This User Agreement,” Newsvine
22 promised Users that if Newsvine changed or modified “any of the terms or conditions
23 contained [in the 2009 User Agreement], or any policy of the [Newsvine site]... it will post a
24 new version on the Site and update the effective date....” The 2009 User Agreement further
25 promises that any changes or modifications to the Agreement “will be effective upon posting of
26 the revisions.”

1 5.6 Newsvine was founded in 2005 and acquired by MSNBC.com in 2007.
2 MSNBC.com became NBCNews.com in 2012. That same year, Newsvine notified its Users
3 that it would be redesigning the Newsvine website.

4 5.7 On or around November 16, 2012, Newsvine posted on its homepage a link to
5 an article entitled “Newsvine Now Supports Google AdSense” (the “Article”). The entire
6 Article was not displayed on Newsvine’s homepage. Rather, to view the content of the Article,
7 a User had to click on the title of the Article. The first sentence of the Article stated: “We’ve
8 wired up a new-and-improved method of earning money from your Newsvine column.” The
9 Article went on to describe Google AdSense and how Users may sign up with Google
10 AdSense, stating that “registering now is a good idea.” The last two sentences of the Article
11 then provided: “November is the last month Newsviners will receive the traditional 90% of ad
12 revenue generated by their column. Newsviners must cash out - or donate - their earnings by
13 Monday, December 31st [2012].”

14 5.8 On information and belief, the majority of Users never saw or clicked on the
15 link to the Article and did not know that Newsvine was purporting to change the terms of the
16 2009 User Agreement. At that time, Newsvine did not post any changes or revisions to the
17 2009 User Agreement. Indeed, Newsvine did not update or make any changes to the 2009 User
18 Agreement until February 7, 2013.

19 5.9 The User Agreement posted to the Newsvine website with the updated effective
20 date of February 7, 2013 (the “2013 User Agreement”) eliminates all references of payments to
21 Users who generate advertising revenue. The 2013 User Agreement also provides, however,
22 that it does “not alter in any way the terms or conditions of any other agreement [the User] may
23 have with Newsvine for products or services.” Moreover, pursuant to the 2009 User
24 Agreement, the revised terms of the 2013 User Agreement did not become effective until the
25 new version of the Agreement was posted on February 7, 2013.

1 5.10 Upon information and belief, a large number of Newsvine Users never saw the
2 November 16, 2012 Article purporting to change the terms of the 2009 User Agreement.

3 5.11 Newsvine engaged in unfair and deceptive practices and breached its contractual
4 obligations to Users by attempting to change the 2009 User Agreement in that manner.

5 5.12 Upon information and belief, Newsvine has retained the Newsvine Earnings of
6 Users who did not cash out their earnings by Monday, December 31, 2012.

7 5.13 The experience of Plaintiff, described below, is, upon information and belief,
8 representative of Newsvine's disregard of the law and its own contractual obligations.

9 VI. PLAINTIFF'S ALLEGATIONS

10 6.1 Plaintiff Wilkes became a Newsvine User in August 2010. When she registered
11 on Newsvine.com, Plaintiff Wilkes agreed to the 2009 User Agreement, including the
12 provisions relating to Newsvine Earnings. Plaintiff Wilkes posted primarily original content
13 under her Newsvine Subdomain. From the time she registered through December 31, 2012,
14 Plaintiff Wilkes has made \$183.15 in Newsvine Earnings. Indeed, Plaintiff Wilkes' Newsvine
15 Earnings Account History still indicates that she is owed \$183.15 in Newsvine Earnings.

16 6.2 On February 4, 2013, Plaintiff Wilkes requested payment of her Newsvine
17 Earnings. On February 5, 2013, Newsvine's Director of Community, Tyler Adams, emailed
18 Plaintiff Wilkes and informed her that her funds were no longer available.

19 6.3 Plaintiff Wilkes, like many other Newsvine Users, did not see the November 16,
20 2012 Article before the purported and inadequate December 31, 2012 deadline by which Users
21 were "supposed" to cash out their Newsvine Earnings. Plaintiff Wilkes also did not receive any
22 other notice before December 31, 2012 about the purported change to the 2009 User
23 Agreement relating to Newsvine Earnings.

24 6.4 Despite the fact that Newsvine had not yet posted or e-mailed any changes or
25 revisions to the 2009 User Agreement at the time Plaintiff Wilkes requested to cash out her
26 Newsvine Earnings, Newsvine has refused to pay Plaintiff Wilkes her Newsvine Earnings.

1 **VII. CLASS ACTION ALLEGATIONS**

2 7.1 Plaintiff brings this case as a class action pursuant to Civil Rule 23(b)(3) on
3 behalf of a class consisting of:

4 All persons who are or were registered Newsvine users who had unpaid
5 Earnings in their accounts as of February 6, 2013.

6 Excluded from this Class are Defendant, any entity in which Defendant has a controlling
7 interest or which has controlling interest in Defendant, and Defendant’s legal representatives,
8 assignees and successors. Also excluded are any judges to whom this case is assigned and any
9 member of an assigned judge’s immediate family.

10 7.2 As set forth below, the proposed Class satisfies the requirements for a class
11 action.

12 7.3 The definition of the Class is clear, and members of the Class are easily
13 identifiable on the basis of objective information, as Newsvine maintains information regarding
14 all persons and/or entities who are or were Registered Users (including their email addresses),
15 and maintains information relating to all Newsvine Earnings of its users.

16 7.4 Class members can be identified using information kept by Newsvine in the
17 usual course of business and/or in the control of Newsvine. Class members can be notified of
18 the pendency of the class action through direct mailing to address lists maintained in the usual
19 course of business by Newsvine or through email, which is the primary means of
20 communication used by Newsvine, and, if necessary, by publication.

21 7.5 Class members are so numerous that individual joinder is impracticable. The
22 precise number of Class members is unknown to Plaintiff, but it is clear that the number greatly
23 exceeds the number for which joinder would be practicable. Indeed, Newsvine boasts on its
24 website that it grew “rapidly from a standing start to over a million users in 2007” and currently
25 hosts over 40 million unique visitors a month. *See*
26 <http://www.newsvine.com/tps/about/newsvine>.

1 7.6 Common questions of law and fact predominate over the questions affecting
2 only individual class members. Some of the common legal and factual questions include:

3 a. Whether Newsvine violated Washington’s Consumer Protection Act by
4 engaging in unfair or deceptive business acts or practices in relation to the earned advertising
5 revenues of registered Users;

6 b. Whether Newsvine breached the terms of the 2009 User Agreement;

7 c. Whether Newsvine failed to transmit monies owed to the Class pursuant
8 to the terms of the 2009 User Agreement;

9 d. Whether Newsvine has, without proper authorization, assumed and
10 exercised the right of ownership over funds owed to the Class without legal justification;

11 e. Whether Newsvine continues to retain monies owed to the Class
12 unlawfully and without consent;

13 f. Whether Newsvine owes its Users a duty of good faith and fair dealing,
14 and if so, whether Newsvine breached this duty and/or obligation; and

15 g. The nature and extent of damages and other remedies to which the
16 conduct of Newsvine entitles the Class.

17 7.7 Newsvine engaged in a common course of conduct giving rise to the legal rights
18 sought to be enforced by Class members. The same contract, statutory and equitable violations
19 are involved. Individual questions, if any, pale by comparison to the numerous common
20 questions that predominate.

21 7.8 The injuries sustained by the Class members flow in each instance from a
22 common nucleus of operative facts. In each case, Newsvine failed to abide by the terms of its
23 2009 User Agreement. Newsvine purported to change those terms by posting the November
24 16, 2012 Article. The title of that article, “Newsvine Now Supports Google AdSense,” was
25 unfair and deceptive and failed to inform Users that Newsvine was purporting to change the
26 terms of its 2009 User Agreement. The Article itself was also unfair and deceptive, and failed

1 to properly inform Users of purported changes to the 2009 User Agreement. Moreover, despite
2 the fact that Newsvine did not post any changes or revisions to the 2009 User Agreement until
3 February 7, 2013, Newsvine has refused to pay Users their Earnings in accordance with the
4 terms of the 2009 User Agreement.

5 7.9 Class members have been damaged by Newsvine’s misconduct. Class members
6 have not been paid the Newsvine Earnings, and have been deprived the use of their funds.
7 Newsvine, on the other hand, has unlawfully retained the funds, used them in the operation of
8 its business, and has retained all interest and other gains earned off of the funds.

9 7.10 Plaintiff’s claims are typical of the claims of the other Class members. Plaintiff,
10 who is a User on Newsvine.com, earned funds through advertising revenue generated from her
11 Subdomain and had those funds retained by Newsvine in violation of the 2009 User
12 Agreement. Newsvine has continued to earn interest on those funds, while at the same time
13 continuing to deprive Plaintiff of her Earnings.

14 7.11 Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff is
15 familiar with the basic facts underlying the Class members’ claims. Plaintiff’s interests do not
16 conflict with the interests of the other Class members she seeks to represent. Plaintiff has
17 retained counsel competent and experienced in class action litigation and contract law and
18 intends to and will prosecute this action vigorously.

19 7.12 Plaintiff’s counsel have successfully prosecuted complex class actions,
20 including consumer protection class actions. Plaintiff and Plaintiff’s counsel will fairly and
21 adequately protect the interests of the Class members.

22 7.13 The class action device is superior to other available means for the fair and
23 efficient adjudication of the claims of Plaintiff and Class members. The relief sought per
24 individual Class member is small given the burden and expense of individual prosecution of the
25 potentially expensive litigation necessitated by Newsvine’s conduct. Furthermore, it would be
26

1 virtually impossible for Class members to seek redress on an individual basis. Even if Class
2 members themselves could afford such individual litigation, the court system could not.

3 7.14 Individual litigation of the legal and factual issues raised by Newsvine's conduct
4 would increase delay and expense to all parties and to the court system. The class action device
5 presents far fewer management difficulties and provides the benefits of a single, uniform
6 adjudication, economies of scale, and comprehensive supervision by a single court.

7 **VIII. FIRST CLAIM FOR RELIEF**

8 **(Breach of Contract – On Behalf of the Class)**

9 8.1 Plaintiff realleges and incorporates by reference each and every allegation set
10 forth in the preceding paragraphs.

11 8.2 In the 2009 User Agreement, Newsvine promised to pay its Users ninety percent
12 (90%) of the net advertising revenue Newsvine derives from posting an advertisement of a third
13 party to a User's Subdomain, and to pay the remaining ten percent (10%) to whomever referred
14 the User or to Newsvine if there was no referring User. Newsvine further promised that
15 changes or modifications to "any of the terms or conditions contained [in the 2009 User
16 Agreement], or any policy of the [Newsvine site]" will be posted in a new version of the User
17 Agreement with an updated effective date. (Emphasis added.) Pursuant to the 2009 User
18 Agreement, any changes or modifications to the Agreement did not become effective until a
19 new version of the Agreement was posted on Newsvine.com.

20 8.3 Newsvine has failed or refused to pay Plaintiff or Class members their Newsvine
21 Earnings in accordance with the 2009 User Agreement. Rather, Newsvine purported to change
22 the terms of the 2009 User Agreement without posting a revised version of the Agreement with
23 an updated effective date to Newsvine.com. In particular, Newsvine purported to change the
24 terms of the 2009 User Agreement relating to Newsvine Earnings by posting the November 16,
25 2012 Article, which provides: "November is the last month Newsviners will receive the
26 traditional 90% of ad revenue generated by their column. Newsviners must cash out - or

1 donate - their earnings by Monday, December 31st. [2012].” Newsvine did not post a revised
2 version of the User Agreement with an updated effective date until February 7, 2013.

3 8.4 Plaintiff Wilkes, for example, did not see the November 16, 2012 Article before
4 the purported December 31, 2012 deadline by which Users were supposed to cash out their
5 Newsvine Earnings. Plaintiff Wilkes has made \$183.15 in Newsvine Earnings, which she
6 requested to cash out on February 4, 2013 before the effective date of the 2013 User
7 Agreement. Nonetheless, Newsvine has retained and refused to pay to Plaintiff Wilkes her
8 Newsvine Earnings.

9 8.5 Upon information and belief, the Class has suffered the same breaches of
10 contract.

11 8.6 As a result of such breaches, Plaintiff and the Class have been deprived of their
12 Newsvine Earnings.

13 8.7 Plaintiff and Class members have been and continue to be damaged by
14 Newsvine's breaches of contract, and have suffered damages in an amount to be determined at
15 trial.

16 8.8 Plaintiff and the Class are entitled to legal and equitable relief against Newsvine,
17 including damages, specific performance, rescission, an accounting, attorneys’ fees, costs of
18 suit, and other relief as appropriate.

19 **IX. SECOND CLAIM FOR RELIEF**

20 **(Violation of the Washington Consumer Protection Act, RCW § 19.86 *et seq.* – Non-Per Se**
21 **Deceptive Business Practice – On Behalf of the Class)**

22 9.1 Plaintiff realleges and incorporates by reference each and every allegation set
23 forth in the preceding paragraphs.

24 9.2 Newsvine is a “person” within the meaning of the Washington Consumer
25 Protection Act, RCW § 19.86.010(1), and conducts “trade” and “commerce” within the
26 meaning of the Washington Consumer Protection Act, RCW § 19.86.010(2).

1 9.3 Plaintiff and other Class members are “persons” within the meaning of the
2 Washington Consumer Protection Act, RCW § 19.86.010(1).

3 9.4 Newsvine has engaged in deceptive acts or practices. Newsvine promised
4 Plaintiff and the Class that it would pay Newsvine Earnings pursuant to the 2009 User
5 Agreement. Newsvine further promised that changes or modifications to “any of the terms or
6 conditions contained [the 2009 User Agreement], or any policy of the [Newsvine site]” would
7 be posted in a new version of the User Agreement with an updated effective date, and that any
8 such changes or modifications would not become effective until a new version of the
9 Agreement was posted on Newsvine.com with an updated effective date.

10 9.5 Despite these representations, Newsvine has engaged in a pattern and practice of
11 refusing to pay Plaintiff and Class members their Newsvine Earnings in accordance with the
12 terms of the 2009 User Agreement. Newsvine’s conduct is deceptive under RCW 19.86.020.

13 9.6 Newsvine’s deceptive acts or practices have repeatedly occurred in its trade or
14 business and were and are capable of deceiving a substantial portion of the public. The acts
15 complained of herein are ongoing and/or have a substantial likelihood of being repeated.

16 9.7 Newsvine’s deceptive acts and practices affect the public interest. Further, the
17 deceptive acts and practices were committed in the general course of Newsvine’s business and
18 have already injured thousands of individuals nationwide.

19 9.8 As a direct and proximate result of Newsvine’s deceptive acts or practices,
20 Plaintiff and Class members suffered injury in fact and lost money. By failing to pay Plaintiff
21 and the Class pursuant to the terms of 2009 User Agreement, Newsvine has retained and
22 deprived Plaintiff and the Class of funds owed to them.

23 9.9 Plaintiff and the Class are therefore entitled to legal relief against Newsvine,
24 including recovery of actual damages, treble damages, attorneys’ fees, costs of suit, and such
25 further relief as the Court may deem proper.

1 **X. THIRD CLAIM FOR RELIEF**

2 **(Violation of the Washington Consumer Protection Act, RCW § 19.86 *et seq.* –**
3 **Non-Per Se Unfair Business Practices – On Behalf of the Class)**

4 10.1 Plaintiff realleges and incorporates by reference each and every allegation set
5 forth in the preceding paragraphs.

6 10.2 Newsvine is a “person” within the meaning of the Washington Consumer
7 Protection Act, RCW § 19.86.010(1), and conducts “trade” and “commerce” within the
8 meaning of the Washington Consumer Protection Act, RCW § 19.86.010(2).

9 10.3 Plaintiff and other Class members are “persons” within the meaning of the
10 Washington Consumer Protection Act, RCW § 19.86.010(1).

11 10.4 Newsvine’s systematic practice of failing to pay Plaintiff and Class members
12 and failing to properly post changes and modifications to the 2009 User Agreement is unfair
13 because these acts or practices: (1) cause substantial financial injury to Plaintiff and Class
14 members; (2) are not outweighed by any countervailing benefits to consumers or competitors;
15 and (3) are not reasonably avoidable by consumers.

16 10.5 Newsvine’s systematic practice of refusing to pay Plaintiff’s and Class
17 members’ Newsvine Earnings and failing to properly post changes and modifications to the
18 2009 User Agreement are unfair because these acts or practices are immoral, unethical,
19 oppressive and/or unscrupulous.

20 10.6 Newsvine’s unfair acts and practices affect the public interest. Further, the
21 unfair acts and practices were committed in the general course of Newsvine’s business and
22 have already injured thousands of individuals nationwide.

23 10.7 As a direct and proximate result of Newsvine’s unfair acts or practices, Plaintiff
24 and Class members suffered injury in fact and lost money. By failing to pay the Plaintiff and
25 the Class pursuant to the terms of the 2009 User Agreement, Newsvine has retained and
26 deprived Plaintiff and the Class of monies owed to them.

1 10.8 Plaintiff and the Class members are therefore entitled to legal relief against
2 Newsvine, including recovery of actual damages, treble damages, attorneys’ fees, costs of suit,
3 and such further relief as the Court may deem proper.

4 **XI. FOURTH CLAIM FOR RELIEF**
5 **(Conversion – On Behalf of the Class)**

6 11.1 Plaintiff realleges and incorporates by reference each and every allegation set
7 forth in the preceding paragraphs.

8 11.2 Newsvine has wrongfully retained and deprived Plaintiff and Class members of
9 their Newsvine Earnings.

10 11.3 Newsvine has, without proper authorization, assumed and exercised the right of
11 ownership over these funds, in hostility to the rights of Plaintiff and the members of the Class,
12 without legal justification.

13 11.4 Newsvine continues to retain these funds unlawfully without the consent of
14 Plaintiff or Class members.

15 11.5 Newsvine intends to permanently deprive Plaintiff and Class members of these
16 funds.

17 11.6 These funds are properly owned by Plaintiff and Class members, not Newsvine,
18 which now claims it is entitled to ownership of the funds, contrary to the rights of Plaintiff and
19 Class members.

20 11.7 Plaintiff and Class members are entitled to the immediate possession of these
21 funds.

22 11.8 Newsvine’s wrongful conduct is continuing.

23 11.9 As a result of the unlawful acts of Newsvine, Plaintiff and Class members have
24 been wrongfully deprived of monies owed to them. Thus, Plaintiff and the Class are entitled to
25 recovery of such damages, including interest thereon, as well as attorneys’ fees and costs.
26

1 **XII. FIFTH CLAIM FOR RELIEF**

2 **(Unjust Enrichment – On Behalf of the Class)**

3 12.1 Plaintiff realleges and incorporates by reference each and every allegation set
4 forth in the preceding paragraphs.

5 12.2 To the detriment of Plaintiff and members of the Class, Newsvine has been, and
6 continues to be, unjustly enriched as a result of the unlawful and/or wrongful refusal to pay
7 funds owed to Plaintiff and the Class. Newsvine continues to earn interest and receives other
8 benefits from Plaintiff's and the Class' funds that have been wrongfully withheld.

9 12.3 As between the parties, it would be unjust for Newsvine to retain the benefits
10 attained by its actions. Accordingly, Plaintiff and members of the Class seek a full accounting
11 and restitution of Newsvine's enrichment, benefits, and ill-gotten gains acquired as a result of
12 the unlawful and/or wrongful conduct alleged herein.

13 **XIII. SIXTH CLAIM FOR RELIEF**

14 **(Breach of Implied Covenant of Good Faith and Fair Dealing – On Behalf of the Class)**

15 13.1 Plaintiff realleges and incorporates by reference each and every allegation set
16 forth in the preceding paragraphs.

17 13.2 Newsvine owed Plaintiff and the Class a duty of good faith and fair dealing, by
18 virtue of Newsvine's contractual relationship with Plaintiff and Class members.

19 13.3 Newsvine breached this duty by, among other things: (1) failing to pay Plaintiff
20 and Class members the Newsvine Earnings to which they are entitled pursuant to the 2009 User
21 Agreement; (2) failing to post changes or modifications to the 2009 User Agreement by posting
22 a revised version of the Agreement with an updated effective date; and (3) otherwise failing to
23 notify Plaintiff and the Class of purported changes and modifications to the 2009 User
24 Agreement relating to Newsvine Earnings.

1 13.4 Newsvine willfully engaged in the foregoing conduct in bad faith, for the
2 purpose of gaining unwarranted contractual advantages, and unfairly and unconscionably
3 retaining the Newsvine Earnings of Plaintiff and Class members.

4 13.5 Plaintiff and the Class reasonably and justifiably relied on Newsvine to fully,
5 honestly, and fairly deal with Plaintiff and the Class in their contractual relationship.

6 13.6 As a direct result of Newsvine's breaches of the implied covenant of good faith
7 and fair dealing, Plaintiff and the Class have been wrongfully deprived of monies owed to them
8 and have therefore suffered damages.

9 13.7 Plaintiff and the Class are entitled to recover their damages and other
10 appropriate relief for the foregoing contractual breaches of the implied covenant of good faith
11 and fair dealing.

12 **XIV. PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, prays for
14 relief pursuant to each cause of action set forth in this complaint as follows:

- 15 A. Determination that this action may proceed as a class action under Civil Rule
16 23(b)(3);
- 17 B. Designating Plaintiff as Class Representative;
- 18 C. Designating Plaintiff's counsel as counsel for the Class;
- 19 D. Issuing proper notice to the Class at Defendant's expense;
- 20 E. Declaring that Newsvine breached its contract with Plaintiff and Class members;
- 21 F. Declaring Newsvine committed deceptive acts or practices in violation of the
22 CPA;
- 23 G. Declaring Newsvine committed unfair acts or practices in violation of the CPA;
- 24 H. An award of actual damages, statutory damages, exemplary or treble damages,
25 and such other relief as provided by the statutes and law cited herein;
- 26 I. An award of attorney fees;

- 1 J. An award of costs;
2 K. Pre- and post-judgment interest on any amounts awarded; and
3 L. Such other relief as the Court deems just and proper.

4 DATED this 24th day of May, 2013.

5 TERRELL MARSHALL DAUDT & WILLIE PLLC

6
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