

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

SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

ICF TECHNOLOGY, INC. ("ICF"), a Washington Corporation,

Plaintiff,

v.

GOOGLE, INC, a Delaware corporation,

Defendant.

NO.

VERIFIED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

COMES NOW plaintiff, ICF TECHNOLOGY, INC., complaining of GOOGLE, INC., defendant, files this Complaint, and for its causes of action would show the Court and the jury the following:

**I. PARTIES AND JURISDICTION**

1. This Court has jurisdiction over the action under RCW 7.70, *et seq.*
2. Plaintiff ICF Technology, Inc. ("ICF") is a Washington corporation with its principal place of business in Seattle, King County, Washington.
3. Google, Inc. ("Google") is a corporation duly formed under the laws of the State of Delaware, having its principal place of business in Palo Alto, California, but it

1 maintains offices and does business in Seattle, King County, Washington.

## 2 II. FACTUAL ALLEGATIONS

3 4. ICF Technology, Inc. ("ICF"), is a "white label" web host for several thousand  
4 subscription websites. A web host, in this case ICF, uses hard drive space and bandwidth  
5 on its servers to host websites on behalf of third parties, for a profit. A "white label" host  
6 enables a successful brand to offer a service without having to invest in creating the hosting  
7 technology and infrastructure itself. It is a form of re-branding. Many IT and modern  
8 marketing companies outsource or use white label companies and services to provide  
9 specialist services without the need to bring in new staff. ICF is a "white label" host for  
10 thousands of third-party websites (the "Clients") which make certain products available only  
11 to paid subscription customers.

12 5. Google Inc. is an American multinational corporation specializing in internet-  
13 related services and products. These include search, cloud computing, software, and online  
14 advertising technologies. Most of its profits are derived from advertising. Google provides  
15 the most-used web search engine on the internet, by which ICF's Client's subscribers can  
16 gain access to the Clients' websites. Google knows that white label hosts and their clients  
17 rely heavily on Google's web search services in order to provide internet access to the  
18 Clients' websites. Google publishes "Quality Guidelines" that are to apply to all websites  
19 seeking to be available to users of Google's search engine.

20 6. Google recently notified (the "Notice") ICF and hundreds of its Clients that its  
21 websites may violate Google's "Webmaster or Quality Guidelines." Google indicated that,  
22 as a result of the alleged violations, it has applied a "manual spam action" to these sites.

23 7. The effect of Google's "manual action" has been to make it nearly impossible  
24 for ICF's Clients' subscribers (or anyone else) to access the Clients' websites through the  
25 Google search engine or Google affiliated browsers such as Chrome, Firefox, or Android.  
26

1 Because of Google's market domination in web search engines, the "manual action"  
2 prevents users world-wide from accessing the Clients' websites through any Google-  
3 affiliated search engine. For example, when the subscribers type in the name of the site,  
4 the search returns, not the website, but long lists of other sites offering information on how  
5 to hack into ICF's clients' sites without a subscription. Google's "manual action" was  
6 unilaterally undertaken without good cause and is causing immediate and irreparable harm  
7 to ICF and its clients and, therefore, to ICF.

8 8. Google claims in the Notice that ICF has violated some unspecified "Quality  
9 Guidelines." When ICF reviewed Google's published list of guidelines and considered how  
10 those guidelines apply to ICF, ICF concluded that neither it nor any of its Clients' websites  
11 violates any of the specific guidelines listed—ICF engages in no "automatically generated  
12 content", no "link schemes," "cloaking," "sneaky redirects," etc. Not a single one of the  
13 specific published guidelines is violated by ICF or any of its Clients' websites.

14 9. The Notice also warns sites not to engage in "thin content" by using "affiliate  
15 programs," "scraped content," or "doorway pages," and ICF does none of these things.  
16 Each of ICF's hosted websites offers thousands of products to its subscribers. Each of the  
17 websites offers a unique brand. There is no "doorway" directing users to sites other than  
18 what they selected—ICF's websites are the specific destination sought by their subscribers,  
19 who are now being mis-directed by Google away from their intended websites. It is Google  
20 that is misdirecting here.

21 10. There are at least hundreds of thousands of websites and reseller hosts  
22 whose content is in form, if not content, identical to that of ICF and its Clients who are not  
23 subject to Google's "manual action" and whose users are not misdirected away from the  
24 sites they intend to view. If Google does not cease and desist from its "manual action,"  
25 subscribers will terminate their subscriptions with the Clients, and the Clients will move their  
26

1 business to other reseller hosts, damaging ICF in amounts to be specified at the time of  
2 trial.

### 3 III. CLAIMS

#### 4 11. Interference with Prospective Advantage or Business Expectancy.

5 11.1 Plaintiff realleges the allegations of paragraphs 1 – 10, set forth  
6 above, as if set forth fully here.

7 11.2 At the time of the conduct about which plaintiff complains herein, ICF  
8 had a relationship and business expectancy with its Clients with the probability of future  
9 economic benefit for ICF.

10 11.3 Google knew of the nature and existence of those business  
11 relationships or expectancies.

12 11.4 Google intentionally or negligently interfered with the business  
13 relationship and expectancy.

14 11.5 Google's interference was for an improper purpose or made by  
15 improper means.

16 11.6 Google's conduct in interfering with the business relationship or  
17 expectancy was a proximate cause of damages to ICF.

#### 18 12. Tortious Interference with Contract.

19 12.1 Plaintiff realleges the allegations of paragraphs 1 – 11, set forth  
20 above, as if set forth fully here.

21 12.2 At the time of the conduct about which plaintiff complains herein, ICF  
22 was a party to valid contracts with the Clients.

23 12.3 Google knew of the nature and existence of that contract.

24 12.4 Google intentionally induced or caused ICF to breach its contracts  
25 with Clients.  
26

1                   12.5 Google's interference was for an improper purpose or improper  
2 means.

3                   12.6 Google's conduct in interfering with the business relationship or  
4 expectancy was a proximate cause of damages to ICF.

5                   13.    Defamation.

6                   13.1 Plaintiff realleges the allegations of paragraphs 1 – 12, set forth  
7 above, as if set forth fully here.

8                   13.2 Google published to third parties, i.e., the Clients, false statements  
9 claiming that ICF engages in "thin content" by using "affiliate programs," "scraped content,"  
10 or "doorway pages."

11                   13.3 At the time Google published these false statements to third parties, it  
12 knew or should have known they were false.

13                   13.4 Google's publication of the false statements was for an improper  
14 purpose or improper means.

15                   13.5 The publication of false statements by Google about ICF was  
16 defamatory and was a proximate cause of damages to ICF.

17                   14.    Injunctive Relief.

18                   14.1 Plaintiff realleges the allegations of paragraphs 1 – 13, set forth  
19 above, as if set forth fully here.

20                   14.2 Google's continuing tortious conduct, as alleged above, has interfered  
21 with ICF's Clients' ability to have their websites reached directly through the Google search  
22 engine, injures ICF's Clients and, therefore, ICF, who is in a contractual relationship with  
23 those Clients to host their websites.

24                   14.3 Google's continuing tortious conduct, as alleged above has caused  
25 irreparable harm to ICF's reputation and goodwill in the internet business community.  
26



1 DATED this 1<sup>st</sup> day of November, 2013.

2 PEPPE CANTU SCHMIDT PLLC

3 /s/ Jackson Schmidt, WSBA 16848  
4 Jackson Schmidt, WSBA 16848  
5 Jeffrey M. Odom, WSBA 36168  
6 1000 Second Avenue, Suite 2950  
7 Seattle, WA 98104  
8 206.625.1711 / 206.625.1627 Fax  
9 [jschmidt@pslegal.com](mailto:jschmidt@pslegal.com); [jodom@pcslegal.com](mailto:jodom@pcslegal.com)  
10 Counsel for Plaintiff  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

