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RICHARD W. WIEKING
CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

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11 DOTLOOP, INC.,

12 Plaintiff,

13 v.

14 JOHN DOE (d/b/a "Ian Dawtnapstur"),

15 Defendant.

11 CASE NO. **CV 13 2654** JSC

) COMPLAINT FOR (1) VIOLATION OF
) THE COMPUTER FRAUD AND ABUSE
) ACT, 18 U.S.C. §1030, (2) VIOLATION
) OF CALIFORNIA PENAL CODE § 502,
) (3) TRESPASS, (4) BREACH OF
) CONTRACT, AND (5) TORTIOUS
) INTERFERENCE WITH ACTUAL AND
) PROSPECTIVE ECONOMIC
) ADVANTAGE

) DEMAND FOR JURY TRIAL

18 Plaintiff, dotloop, Inc. ("dotloop"), for its Complaint against JOHN DOE d/b/a "Ian
19 Dawtnapstur" and/or ian.dawtnapstur@gmail.com ("Defendant"), alleges upon knowledge with
20 respect to its own acts, and information and belief as to all other matters, as follows:

21 **NATURE OF THE ACTION**

22 1. Defendant is an experienced computer hacker. As set forth herein, Defendant
23 fraudulently posed as an Administrator of one of dotloop's largest clients in order to unlawfully
24 access dotloop's protected computer system, without authorization, and misappropriate and
25 wrongfully disseminate a large volume of information stored on the dotloop system. Defendant
26 also unlawfully provided third parties with the means to improperly access and use dotloop's
27 computer system and information contained on that system. Defendant went to great lengths to
28 conceal his true identity and hide from liability for his wrongdoing.

THE DOTLOOP SECURE COMPUTER SYSTEM

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2 8. Founded in 2009, dotloop is a leading provider of computer systems that allow
3 residential real estate buyers, sellers, and their agents to interact and collaborate online. The
4 dotloop service provides a secure on-line “virtual workspace” for agents to work and share
5 information. Once a potential transaction is identified, the parties and their agents can collaborate
6 through the dotloop service to complete paperwork and collect the signatures needed to execute a
7 real estate transaction electronically in real-time.

8 9. Keller Williams Realty, the largest real estate brand in the United States by agent
9 count, integrated dotloop into its “eEdge” all-in-one software system for agents in late 2011.
10 Keller Williams’ eEdge platform uses dotloop for document storage, compliance management,
11 electronic signatures and filling out residential real estate forms.

12 10. Keller Williams is organized into geographic “Market Centers” distributed
13 throughout the country. The dotloop portion of the eEdge system includes “Form Spot,” a secure
14 repository of forms used by Keller Williams’ agents and Administrators in the various Market
15 Centers. Only an authorized Keller Williams Administrator has lawful authority to upload and
16 manage the forms included in Form Spot for each Market Center.

17 11. To activate Form Spot for a Market Center, the Keller Williams authorized
18 Administrator is required to enter identifying information, including the authorized Administrator’s
19 name, email address, Market Center number, and the state(s) and state real estate association(s)
20 where that Market Center does business.

21 12. Before accessing Form Spot, the authorized Administrator also is required to agree
22 to the Form Spot “Terms and Conditions,” including the following:

23 (a) The authorized Administrator is a registered subscriber who has provided
24 “true, accurate and complete registration information”;

25 (b) The authorized Administrator “will not post, upload, transmit, or otherwise
26 provide” any forms or other content that, among other things, “[v]iolates or infringes in any
27 way upon the rights of others, such as any copyright, trademark, patent, trade secret, moral
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1 right, or other proprietary right of any person or entity,” is “unlawful,” or that encourages
2 conduct that would “give rise to civil liability or otherwise violate any law”; and,

3 (c) The authorized Administrator will “indemnify and hold harmless” dotloop
4 “from and against any and all claims, liabilities, losses, damages, obligations, costs and
5 expenses (including reasonable attorneys’ fees and costs) brought by third-parties arising
6 out of, related to, or that may arise in connection with any actual or alleged violation or
7 breach of any of the representations, warranties, or covenants made by [the Administrator]
8 herein.”

9 **DEFENDANT’S UNLAWFUL CONDUCT**

10 13. On or about March 16, 2013, Defendant unlawfully created an account on Form
11 Spot using the name Ian Dawtnapster and the email address ian.dawtnapstur@gmail.com. In
12 creating this account, Defendant fraudulently posed as an authorized Administrator of Keller
13 Williams Market Center No. 539, which covers L.A. Harbor, California.

14 14. Prior to succeeding in this fraudulent and unauthorized access to Form Spot,
15 Defendant had unsuccessfully attempted to hack into the Form Spot system under two other
16 California Market Center numbers.

17 15. In creating an account on Form Spot, Defendant accepted and agreed to, and is
18 therefore bound by, the Form Spot Terms and Conditions.

19 16. Once fraudulently logged in to Form Spot, Defendant proceeded to unlawfully
20 upload and download forms. Defendant also unlawfully recorded and posted his unlawful
21 activities on the Google+ service and on a variety of other, hacker-affiliated websites. Defendant
22 further unlawfully provided third parties with the means to improperly access and use dotloop’s
23 protected computer system and information contained on that system.

24 17. The Form Spot system keeps a log of the Internet Protocol (“IP”) addresses that visit
25 the system. An IP address provides information concerning where the visitor is located and, in
26 many instances, the identity of the visitor.

1 18. To hide his location and identity and cover his tracks in connection with his
2 unlawful activities, Defendant “spoofed” the IP address of his computer by accessing Form Spot
3 through various “proxy” servers with Auckland, New Zealand IP addresses.

4 19. Defendant’s conduct has caused dotloop to suffer damages, including impairment of
5 its systems. Defendant’s conduct also has caused dotloop to incur losses, including, but not limited
6 to, costs associated with investigating Defendant’s unauthorized access and disclosure, conducting
7 a damages assessment, taking mitigation measures and implementing additional safety measures to
8 prevent further unauthorized access or disclosure. Defendant’s conduct has further caused
9 irreparable harm to dotloop’s existing and potential business relationships based on, among things,
10 the inaccurate perception based on Defendant’s unlawful hacking that the dotloop system is not
11 secure.

12 **COUNT I**

13 **Violation Of The Computer Fraud And Abuse Act (18 U.S.C. § 1030)**

14 20. dotloop incorporates herein by this reference the allegations in paragraphs 1 through
15 19 above.

16 21. Defendant has violated Section 1030(a)(2)(C) of the CFAA by intentionally
17 accessing a computer used for interstate commerce or communication, without authorization, and
18 by obtaining information from such protected computer.

19 22. Defendant has violated Section 1030(a)(4) of the CFAA by knowingly, and with
20 intent to defraud dotloop, accessing a protected computer, without authorization, and by means of
21 such conduct furthered the intended fraud and obtained one or more things of value.

22 23. dotloop has suffered damages or loss as the result of Defendant’s wrongful conduct
23 as alleged herein in excess of \$5,000.

24 24. Under 18 U.S.C. § 1030(g), dotloop is entitled to compensatory damages and
25 injunctive or other equitable relief.

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COUNT II

Violation Of California Penal Code § 502

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25. dotloop incorporates herein by this reference the allegations in paragraphs 1 through 24 above.

26. Defendant has, without authorization or permission, (a) knowingly accessed and/or caused to be accessed dotloop's protected computer system, and/or (b) provided or assisted in providing a means of accessing dotloop's protected computer system, and/or (c) used or caused to be used dotloop's protected computer system, and/or (c) disrupted or caused the disruption of dotloop's protected computer system, and/or (d) taken, copied and/or used information on dotloop's protected computer system.

27. Defendant's unlawful actions were undertaken in order to execute a scheme or artifice to defraud, deceive and/or extort dotloop, or to wrongfully control or obtain money, property, or data.

28. Defendant's unauthorized access and use, and participation in the unauthorized access and use, of dotloop's secure computer system and materials contained thereon has caused dotloop damage and has caused loss to dotloop.

29. Defendant's actions constitute violations of California Penal Code Section 502(c).

COUNT III

Trespass

30. dotloop incorporates herein by this reference the allegations in paragraphs 1 through 29 above.

31. Defendant intentionally and without authorization interfered with dotloop's possessory interest in its computer system, and Defendant's unauthorized use the dotloop's computer system proximately resulted in damage to dotloop.

32. Defendant's unlawful access to dotloop's computer system has caused dotloop actual damage, including impairment as to the condition, quality, or value of the system and/or deprivation of use of the system for a substantial time.

1 33. Defendant's conduct also has caused irreparable harm to dotloop's existing and
2 potential business relationships based on, among things, the inaccurate perception based on
3 Defendant's unlawful hacking that the dotloop system is not secure.

4 **COUNT IV**

5 **Breach Of Contract**

6 34. dotloop incorporates herein by this reference the allegations in paragraphs 1 through
7 33 above.

8 35. The Form Spot Terms and Conditions are a valid and enforceable written contract
9 (the "contract") between dotloop and Defendant.

10 36. dotloop has duly performed all obligations to the contract required to be performed
11 by it under the contract except those obligations that dotloop was prevented or excused from
12 performing. All conditions required for Defendant's performance under the contract have been
13 satisfied.

14 37. Defendant has breached the contract because, among other things, he was not an
15 authorized representative of Keller Williams, he did not provide "true, accurate and complete
16 registration information," he unlawfully posted, uploaded, transmitted, and/or provided forms
17 and/or other content contained on Form Spot, and he otherwise failed to abide by the terms of the
18 contract.

19 38. As a direct and proximate result of Defendant's breaches of the contract, dotloop
20 has suffered and continues to suffer substantial damages.

21 **COUNT V**

22 **Tortious Interference With Actual And Prospective Economic Advantage**

23 39. dotloop incorporates herein by this reference the allegations in paragraphs 1 through
24 38 above.

25 40. Defendant unlawfully hacked into dotloop's computer system and proceeded to
26 unlawfully upload and download forms stored on that system. Defendant also unlawfully recorded
27 and posted his unlawful activities on the Google+ service and on a variety of other, hacker-
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1 affiliated websites. Defendant further unlawfully provided third parties with the means to
2 improperly access and use dotloop's computer system and information contained on that system.

3 41. dotloop had and has valid business relationships and business expectancies with its
4 customers and prospective customers.

5 42. Knowing of and about these business relationships and expectancies, Defendant
6 intentionally and unlawfully intervened and interfered with these relationships and expectancies.

7 43. Defendant's conduct has caused irreparable harm to dotloop's existing and
8 prospective business relationships by, among things, creating the inaccurate perception that the
9 dotloop system is not secure.

10 44. Defendant's unlawful conduct was done willfully and maliciously with the
11 deliberate intent to injure dotloop's business and existing and prospective customer relationships.
12 dotloop is therefore entitled to exemplary damages and attorneys' fees.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, dotloop respectfully prays that a judgment be entered against Defendant as
15 follows:

16 A. Awarding dotloop compensatory, consequential, incidental and exemplary damages
17 in an amount to be determined at trial;

18 B. Awarding dotloop interest on such damages;

19 C. Awarding dotloop recovery of the unjust enrichment obtained by Defendant as a
20 result of its unlawful acts;

21 D. Awarding dotloop preliminary and permanent injunctive relief, and/or an order of
22 specific performance, commanding Defendant to cease and desist his unlawful conduct, including:

23 1. His unauthorized access to dotloop's computers;

24 2. His viewing, copying, and dissemination of material and information stored
25 on dotloop's computers to third parties outside of dotloop without its authorization or
26 permission;

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3. His instruction to third parties to access, copy, use and disclose material and information unlawfully obtained from dotloop's computers; and

4. His violations of Penal Code Section 502(c);

E. Awarding dotloop an audit by an independent third party verifying removal of all proprietary material and information obtained by Defendant from dotloop's computers from any and all of Defendant's computers, servers, records, information systems and/or other storage facilities;

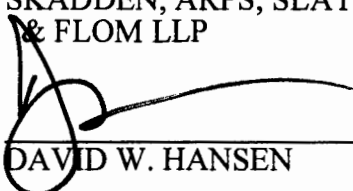
F. Awarding dotloop costs, disbursements and attorneys' fees in this lawsuit; and,

G. Awarding dotloop such other and further relief as the Court shall deem just and proper.

DATED: June 10, 2013

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By:



DAVID W. HANSEN

Attorneys for Plaintiff,
DOTLOOP, INC.

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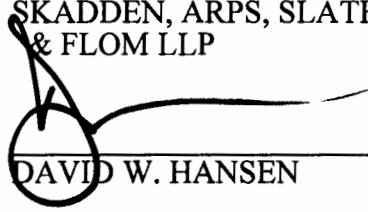
JURY DEMAND

Plaintiff, dotloop, Inc., hereby demands a jury trial pursuant to Federal Rule of Civil Procedure 38 on all issues and claims in this case triable to a jury.

DATED: June 10, 2013

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By:



DAVID W. HANSEN

Attorneys for Plaintiff,
DOTLOOP, INC.