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SUPERIOR COURT OF THE STATE OF CALIFORNIA

10

FOR THE COUNTY OF LOS ANGELES

11

AHARON DIHNO, an individual;  
 12 FERNANDO CORTEZ, an individual; RYAN  
 DIHNO; an individual minor; and IAN  
 13 DIHNO, an individual minor,

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Plaintiffs,

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vs.

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NETFLIX, INC., a Delaware Corporation, and  
 THE AGENCY IP HOLDCO, LLC, a  
 17 Delaware Limited Liability Company; and  
 UMRO REALTY CORP d/b/a THE  
 18 AGENCY, a California Corporation, DOES 1-  
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Defendants.

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**23STCV06215**

**COMPLAINT FOR:**

- (1) INTRUSION UPON SECLUSION;**
- (2) CONSUMER LEGAL REMEDIES ACT VIOLATIONS, CAL. CIV. CODE § 1750;**
- (3) SECTION 43 OF THE LANHAM ACT VIOLATIONS, 15 USC 1125;**
- (4-5) VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAWS, CAL. BUS. AND PROF. CODE § 17500;**
- (6-7) VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW, CAL. BUS. AND PROF. CODE § 17200;**
- (8) VIOLATION OF THE CALIFORNIA PRIVACY RIGHTS ACT, CAL. CIV. CODE §1798.100;**
- (9) NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS; AND**
- (10) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

1 Plaintiffs AHARON DIHNO, FERNANDO CORTEZ, RYAN DIHNO and IAN DIHNO  
2 submit the following Complaint for Damages:

3 **INTRODUCTION**

4 1. Plaintiffs, AHARON DIHNO, FERNANDO CORTEZ, RYAN DIHNO and IAN  
5 DIHNO (“Dihno Family”), brings this action against NETFLIX, INC. (“Netflix”) and THE  
6 AGENCY IP HOLDCO, LLC to recover damages to be proved at trial.

7 2. On or about August or September 2022, Netflix published an advertisement to  
8 promote a show only accessible on the Netflix streaming service. This show, entitled: *Buying*  
9 *Beverly Hills*, is a reality television show which depicts the day-to-day operations of UMRO  
10 REALTY CORP d/b/a THE AGENCY (“The Agency”). The Agency is a real estate agency which  
11 sells high-end real estate globally. The show focuses specifically on The Agency’s Los Angeles  
12 office, which is located at 331 Foothill Road, Ste. 100, Beverly Hills, California 90210.

13 3. The advertising at issue contained an image of Mr. Dihno’s family home. This  
14 family home is located at: 2402 Carman Crest Drive, Los Angeles, California 90068. Mr. Dihno’s  
15 family home is positioned on a ridgeline above the height of any street or home nearby. This home  
16 is not visible from any street or vantage point in the immediate vicinity. There are no other homes  
17 or publicly available vantage points which would allow a person to view the interior or exterior of  
18 Mr. Dihno’s family home above or at eye level.

19 4. The advertisement depicts the interior and exterior of Mr. Dihno’s home from a  
20 vantage point above, or at eye level. Considering that Mr. Dihno’s home is located on a ridgeline.  
21 Mr. Dihno’s home is not visible from any other point in the immediate area, and the only  
22 possibility to capture the photo used in the advertisement was through use of a drone. The  
23 advertising was published without Mr. Dihno’s knowledge or permission. The advertising makes  
24 visible intricate details of Mr. Dihno’s home, including the interior layout, entrances, exits, and a  
25 deck which is accessible from the front entry way.

26 5. The advertisement was published on Netflix’s home page of its streaming platform.  
27 This image was likely viewed by millions of people considering that Netflix has 231 million  
28 subscribers. Further, the image was disseminated on the internet to promote *Buying Beverly Hills*.

1 The image was republished by various informational websites which identify new shows  
2 published by Netflix. The show was readily searchable, and for a period of time, was the first  
3 image shown when searched on popular search engines such as Google and Bing.

4 6. After the advertisement was published, Mr. Dihno and family suffered constant  
5 onslaught of visitors interested in seeing the property as detailed in paragraphs 46-67 of this  
6 Complaint. The constant harassment of these visitors has caused the Dihno family to fear for their  
7 safety and lose any sense of privacy that they had. Further, Mr. Dihno and Mr. Cortez have  
8 suffered from harassing constant phone calls from realtors and real estate brokers interested in  
9 selling the property. These harassing phone calls are detailed in paragraphs 68-88 of the following  
10 complaint.

11 7. The advertisement has caused Mr. Dihno and his family harm by way of  
12 interruption of Mr. Dihno's business, which he operates out of his family home. Further, Mr.  
13 Dihno and his family have suffered significant damage through mental anguish and suffering,  
14 emotional distress, as well as impairment of reputation and standing in the community, and  
15 personal humiliation.

#### 16 **PARTIES**

17 8. Plaintiff AHARON DIHNO ("Mr. Dihno") is an individual residing at 2402  
18 Carman Crest Drive, Los Angeles, California 90068.

19 9. Plaintiff FERNANDO CORTEZ ("Mr. Cortez") is an individual residing at 2402  
20 Carman Crest Drive, Los Angeles, California 90068.

21 10. Plaintiff RYAN DIHNO ("Minor Plaintiff") an individual residing at 2402 Carman  
22 Crest Drive, Los Angeles, California 90068. Plaintiff RYAN DIHNO is a minor, and his interests  
23 are represented by Mr. Dihno.

24 11. Plaintiff IAN DIHNO ("Minor Plaintiff") is an individual residing at 2402 Carman  
25 Crest Drive, Los Angeles, California 90068. Plaintiff IAN DIHNO is a minor, and his interests are  
26 represented by Mr. Dihno.

27 12. Defendant NETFLIX, INC. is a Delaware Corporation with its primary place of  
28 business at 100 Winchester Circle, Los Gatos, California, 95032. Netflix is primarily in the movie

1 and television show rental business with its primary revenue being from movies and television  
2 shows streamed on its platform. Netflix is an innovator of the subscription movie and television  
3 streaming space. Netflix is a publicly traded company which trades on the NASDAQ under the  
4 ticker \$NFLX.

5 13. Defendant THE AGENCY IP HOLDCO, LLC is a Delaware limited liability  
6 company which has at least one member that is domiciled or has an office within California. On  
7 information and belief, THE AGENCY IP HOLDCO, LLC maintains an office at 331 Foothill  
8 Road, Ste. 100, Beverly Hills, California, 90210.

9 14. : On information and belief, THE AGENCY IP HOLDCO, LLC has at least one  
10 member, UMRO REALTY CORP d/b/a THE AGENCY. THE AGENCY is a California  
11 Corporation which maintains a principal place of business at: 331 Foothill Road, Ste. 100, Beverly  
12 Hills, California, 90210.

13 15. On information and belief, THE AGENCY IP HOLDCO, LLC is the alter ego of:  
14 UMRO REALTY CORP d/b/a THE AGENCY. UMRO REALTY CORP d/b/a THE AGENCY.  
15 On information and belief, THE AGENCY IP HOLDCO, LLC is undercapitalized. On  
16 information and belief, THE AGENCY IP HOLDCO, LLC does not have a separate bank account,  
17 and instead comingles assets and operations with UMRO REALTY CORP d/b/a THE AGENCY.

18 16. The true names of defendants sued as Does 1-50 are unknown to Plaintiffs. On  
19 information and belief, Does 1-50 have cause Plaintiffs harm, and therefore are liable on Counts 1-  
20 10.

## 21 JURISDICTION AND VENUE

22 17. Venue is proper in this Court under California Code of Civil Procedure § 395 *et*  
23 *seq.* because the injuries and damages caused occurred in the County of Los Angeles, California,  
24 where the Dihno Family lives and maintain their primary residence. Venue is further proper  
25 because the harm suffered by Plaintiffs was suffered in the County of Los Angeles, California.

26 18. This Court has jurisdiction over Defendant NETFLIX, INC. and because it  
27 maintains a principal place of business in California and does extensive business in this state.

28 19. This Court has jurisdiction over Defendant THE AGENCY IP HOLDCO, LLC aka

1 THE AGENCY IP HOLDING CO., LLC under the California long arm statute because THE  
2 AGENCY IP HOLDCO, LLC committed a tort in California and caused Mr. Dihno harm in Los  
3 Angeles County, California. This Court also has jurisdiction because THE AGENCY IP  
4 HOLDCO, LLC has at least one member: UMRO REALTY CORP d/b/a THE AGENCY. UMRO  
5 REALTY CORP d/b/a THE AGENCY has its principal place of business in California.

6 20. Jurisdiction is proper pursuant to Section 410.10 of the California Code of Civil  
7 Procedure because there is general subject matter jurisdiction and no statutory exceptions to  
8 jurisdiction exist.

## 9 GENERAL ALLEGATIONS

### 10 A. The False Advertisement

11 21. On or about August 23, 2023, Netflix published an advertisement which depicts  
12 Mr. Dihno's family home, without his or his family's permission or knowledge. The  
13 advertisement contains an image which was advertised on Netflix's own website and across its  
14 entire platform which has an approximate user base of 231 million subscribers as of Q4 2022. The  
15 image remained on Netflix's home page as promoted content for several months beginning on or  
16 about August or September and remaining until November or December, shortly after the show  
17 was published. A copy of the advertisement can be found below:



25 22. The Advertisement was syndicated to several other websites and publications  
26 which inform the public about new shows available on the Netflix platform. While the total  
27 amount of republication is still being investigated, the image remains on several websites. For  
28

1 example, as of the date of filing, it can be found at:

2 <https://whatsnewonnetflix.com/usa/2440181/buying-beverly-hills-2022>.

3 A true and correct copy of the webpage can be found below:

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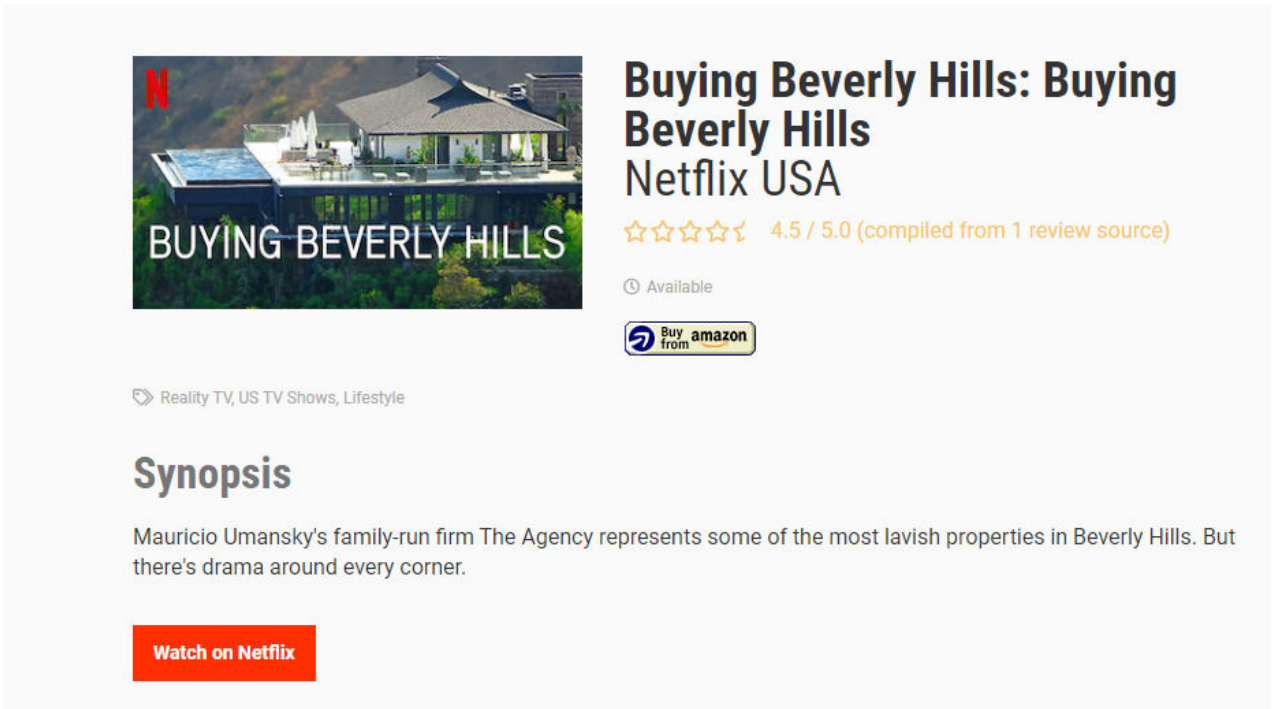
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**Buying Beverly Hills: Buying Beverly Hills**  
Netflix USA

☆☆☆☆☆ 4.5 / 5.0 (compiled from 1 review source)

Available

Buy from amazon

Reality TV, US TV Shows, Lifestyle

### Synopsis

Mauricio Umansky's family-run firm The Agency represents some of the most lavish properties in Beverly Hills. But there's drama around every corner.

Watch on Netflix

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23. As of the date of filing, the image can further be found at

<https://flixable.com/title/buying-beverly-hills/>. A true and correct copy of the webpage can be found below:



# Buying Beverly Hills

f t e



2022 TV-MA 1 SEASON

Mauricio Umansky's family-run firm The Agency represents some of the most lavish properties in Beverly Hills. But there's drama around every corner.

Genres: Reality TV

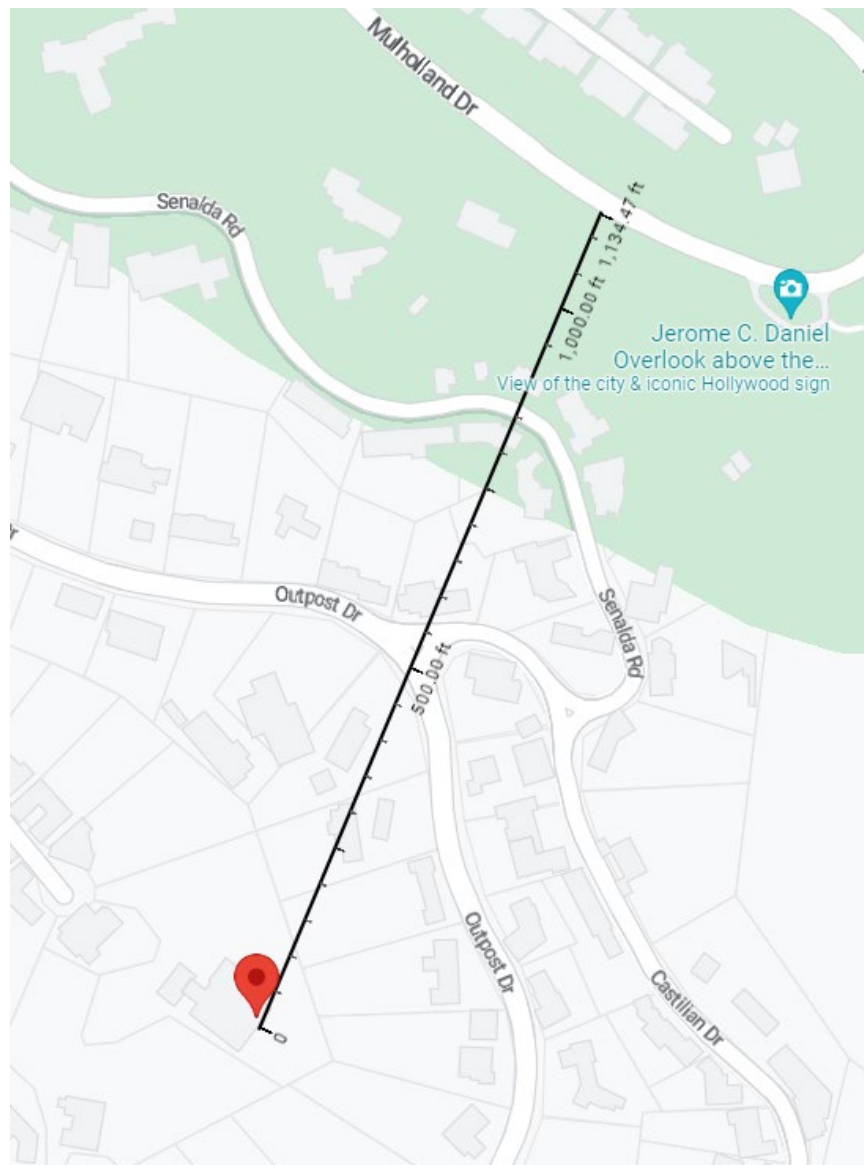
Rate: ★★☆☆☆

Added to Netflix: November 4, 2022

WATCH ON NETFLIX + MY LIST



1           26.     The vantage point for the picture in the advertisement was taken from the northeast  
2 side of Mr. Dihno’s and his family’s home. As seen in the above map, there are four streets to the  
3 northeast side of the map. Outpost Drive is below Mr. Dihno’s home and does not offer a vantage  
4 point from which to take a picture. Castilian Drive is below Mr. Dihno’s home and does not offer  
5 a vantage point from which to take a picture. Senalda Road is bellow Mr. Dihno’s home and does  
6 not offer a vantage point from which to take a picture. The closest vantage point from which the  
7 picture could be taken is from Mulholland Drive. The only portion of Mulholland Drive with a  
8 vantage point is depicted in the second map below:



28           27.     The second map depicts the only vantage point from which potentially could have



1 offered a street view of The Property located on Mulholland Drive. The Jerome C. Daniels  
2 Overlook view of the property is blocked by trees as is much of the Mulholland Drive street view.  
3 There is one partially wooded area which offers a glimpse of the property at a certain angle. This  
4 vantage point is 1,034 feet from the property. The location of this vantage point is approximately  
5 indicated on the above image.

6 28. Most conventional photography equipment that is publicly available cannot take a  
7 picture from this distance and get a clear image which could then be used to produce a high-  
8 resolution image for an advertisement.

9 29. If the image was indeed taken from Mulholland Drive, then the camera used to take  
10 the picture would have to be a professional grade camera with a telephoto lens with magnification  
11 exceeding 1000mm. A lens for a camera that length costs multiples of tens of thousands of dollars.

12 30. However, the view from Mulholland Drive is wooded and surrounded by trees. The  
13 area of Mulholland Drive where The Property is visible from the street is also heavily wooded  
14 with many trees blocking almost all angles. What is more, there are trees on the ridgeline near The  
15 Property. These trees near The Property block certain vantage points of the house, restricting the  
16 angle at which pictures of The Property can be taken. Further, the area where the picture could  
17 have been taken is shaded by trees making it difficult to take a photograph due to the contrast  
18 between light where the subject, The Property, is located, and dark underneath the shaded area  
19 near the street where the photographer would be located. Therefore, it is highly unlikely that the  
20 image used for the advertisement was taken from any area on Mulholland Drive.

21 31. On information and belief, the image used in the advertisement was taken using a  
22 camera which was attached to a drone. The drone was flown, likely from the Mulholland Drive  
23 vantage point, close to the house. The drone then captured images of the house. These images  
24 depict the interior and exterior of the house. These interior and exterior details are not visible from  
25 any public location with any clarity. These details are private.

26 32. The details of Mr. Dihno and his family's interior and exterior of his home are  
27 private and have never been disclosed to the public. Mr. Dihno and his family value and  
28 vigorously protect their privacy.



1 Post, *Selling Sunset* was the most popular show on Netflix as of April 22, 2022.<sup>2</sup>

2 38. According to Growjo “The Agency was L.A.'s most outstanding real estate  
3 brokerage, with 13 of our agents ranked among the top 250 realtors in the United States, as  
4 measured by total sales volume by the Wall Street Journal and REAL Trends, Inc. To date, The  
5 Agency has closed more than \$8.62 billion worth of real estate transactions and established itself  
6 as a preeminent player in the luxury real estate market, representing many of the country's most  
7 visible and high-end properties. The Agency extends far beyond what a conventional brokerage  
8 firm offers. It envisions itself as both a lifestyle company committed to informing and connecting  
9 global communities, and as a creative agency offering design, marketing and sales solutions for  
10 buyers, sellers, developers and investors across the globe.”<sup>3</sup>

11 39. The Agency RE’s estimated annual revenue is currently \$223.2M per year. The  
12 Agency has 1,063 Employees. The Agency grew their employee count by 34% last year. The  
13 Agency’s estimated revenue per employee is \$210,000.<sup>4</sup>

14 40. Mauricio Umansky is the husband of Kyle Egan Richards Umansky a.k.a. Kyle  
15 Richards. Kyle Richards is a co-star of famous reality television show *The Real Housewives of*  
16 *Beverly Hills*. *The Real Housewives of Beverly Hills* has been on television for twelve seasons.  
17 According to tvdeets.com, season eleven averaged 1,190,000 viewers per episode live.<sup>5</sup> The  
18 twelfth season averaged 1,164,000 viewers live per episode.<sup>6</sup> Kyle Richards has been a main cast  
19 member of *The Real Housewives of Beverly Hills* since 2010. *The Real Housewives of Beverly*  
20 *Hills* is the “number two” – or the second most watched – show on all of cable.<sup>7</sup> *The Real*  
21 *Housewives of Beverly Hills* has a streaming audience of unknown size, but likely not less than

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23 <sup>2</sup> [https://www.huffpost.com/entry/selling-sunset-popular-netflix-](https://www.huffpost.com/entry/selling-sunset-popular-netflix-shows_1_62660eece4b00b4e01806e18)  
24 [shows\\_1\\_62660eece4b00b4e01806e18](https://www.huffpost.com/entry/selling-sunset-popular-netflix-shows_1_62660eece4b00b4e01806e18)

25 <sup>3</sup> [https://growjo.com/company/The\\_Agency\\_RE](https://growjo.com/company/The_Agency_RE)

26 <sup>4</sup> *Id.*

27 <sup>5</sup> <https://tvdeets.com/ratings/the-real-housewives-of-beverly-hills/>

28 <sup>6</sup> *Id.*

<sup>7</sup> <https://tvdeets.com/ratings/rhobh-season-12-sees-its-largest-audience-so-far-rhodubai-improves/>

1 three to four million viewers per episode. Mauricio Umansky has appeared in many episodes of  
2 *The Real Housewives of Beverly Hills* and is a known public figure. Further, on information and  
3 belief the daughters of Kyle Richards and Mauricio Umansky: Farrah Brittany and Alexia  
4 Umansky, also appear on the show *Buying Beverly Hills*. On information and belief Farrah  
5 Brittany and Alexia Umansky have appeared on several episodes of *The Real Housewives of*  
6 *Beverly Hills* and are also public figures with large followings.

7 41. *Buying Beverly Hills* was announced and advertised to a very large audience of  
8 people familiar with *The Real Housewives of Beverly Hills*. The advertisement was the very first  
9 published advertisement which marketed *Buying Beverly Hills* and the Netflix streaming service.  
10 The advertisement was disseminated on the Netflix streaming service platform and on the internet  
11 to an engaged audience of millions of people. The advertisement wrongly associates Mr. Dihno's  
12 family home with the show, and wrongly suggests that Mr. Dihno intends to sell his home and is  
13 in the market for services of real estate agents. Mr. Dihno has been harmed by this advertisement.

14 **D. Harm Caused By Intrusion Upon Seclusion and The False Advertisement**

15 42. Through April 30, 2022, robberies in L.A. were up 18.8% compared to the same  
16 point in 2021, and about 14% from 2020, according to Los Angeles police data.<sup>8</sup>

17 43. On information and belief, families and homes associated with reality television  
18 programs are targets for individuals seeking to rob or burglarize homes which are made visible on  
19 these television programs because entrances, exits, and floor layouts are known to the potential  
20 robbers and burglars.

21 44. The Dihno Family were aware another previous violent robbery which took place  
22 in their neighborhood before the advertisement was published. On March 23, 2022, a neighbor  
23 located at on the 2500 block of Carmen Crest Drive, was tied up in his own home and robbed at  
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26 <sup>8</sup> <https://www.latimes.com/entertainment-arts/tv/story/2022-05-11/real-housewives-of-beverly-hills-dorit-kemsley-robbery-context#:~:text=Real%20Housewives%20star%20Dorit%20Kemsley,at%20Encino%20home%20C%20LAPD%20says&text=In%20fear%20for%20her%20life,the%20intruders%20to%20her%20valuables>.  
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1 gun point by persons who followed him to his house.<sup>9</sup>

2 45. The Dihno Family were aware another previous violent robbery which took place  
3 nearby their Family Home in the Hollywood Hills. On August 3, 2022, at least two individuals  
4 attempted to enter a house resulting in a gun fight between the robbers and the homeowners.<sup>10</sup>

5 46. On November 23, 2022, subsequent to the publishing of the Advertisement, The  
6 Dihno Family became aware of another robbery which took place nearby the Dihno Family Home  
7 in the Hollywood Hills. During this robbery, the suspects entered the victim's home when they  
8 were asleep and battered the victims before ransacking the property and stealing \$1 million in  
9 items.<sup>11</sup>

10 47. Beginning in September and continuing through today, after the false *Buying*  
11 *Beverly Hills* advertisement was published, Mr. Dihno began having people come to his home.  
12 These people come on a daily basis. They ring the doorbell. They ask to see the house. They claim  
13 they learned the house was for sale from the *Buying Beverly Hills* advertisement.

14 48. On or about October 2023, a woman approached the front door of Mr. Dihno's  
15 family home. The woman began ringing the doorbell and demanding to enter Mr. Dihno's  
16 family's home. Mr. Dihno interacted with the woman through the intercom. He informed the  
17 woman that she could not enter his home. The woman stated that she learned the home was for  
18 sale from the advertising published by Netflix. At the time, Mr. Dihno had his partner and two  
19 young children in the house and feared for his and his family's safety. The woman would not  
20 relent and continued to ring the doorbell demanding to enter the home. Mr. Dihno was forced to  
21 call the police. The police eventually arrived and arrested the woman, who refused to leave the  
22 property without being allowed to enter the house. The woman continued to ring the doorbell from  
23 the point of arrival to the time she was arrested and taken from the house.

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26 <sup>9</sup> <https://www.cbsnews.com/losangeles/news/armed-robbers-break-into-hollywood-hills-home/>

27 <sup>10</sup> <https://www.nbclosangeles.com/news/local/attempted-robbery-shooting-at-home-in-hollywood-hills/2960948/>

28 <sup>11</sup> <https://www.foxla.com/news/lapd-investigating-hollywood-hills-home-invasion-robbery>

1           49.     The Dihno Family were traumatized by the incident. The Dihno Family began to  
2 feel unsafe in their home. The Dihno Family now live in constant fear that people will demand  
3 entry, or even force entry, into their home. This has caused The Dihno Family to suffer mental  
4 distress in the form of increased stress, anxiety, and loss of sleep, resulting increased visits to  
5 psychologists and psychiatrists.

6           50.     This is not the only incident when someone has approached or attempted to enter  
7 the home. Below is a non-exhaustive list of activities which occurred:

8           51.     On or about, September 9, 2023, two individuals rang the doorbell and requested a  
9 house tour as they were interested in purchasing the property.

10          52.     On or about, September 15, 2023, an individual rang the doorbell repeatedly. The  
11 individual then climbed up on the fence and peered inside The Property. When confronted, the  
12 individual requested a house tour as they were interested in purchasing the property.

13          53.     On or about, September 22, 2023, an individual rang the doorbell. The individual  
14 attempted to open the front gate, before realizing it was locked and leaving the property.

15          54.     On or about, October 3, 2023, an individual rang the doorbell and requested a  
16 house tour as they were interested in purchasing the property.

17          55.     On or about, October 15, 2023, three individuals rang the doorbell. These  
18 individuals attempted to open the front gate and attempted to climb over the fence. The three  
19 individuals left the property after being asked to leave.

20          56.     On or about, October 28, 2023, an individual rang the doorbell and requested a  
21 house tour as they were interested in purchasing the property.

22          57.     On or about, November 6, 2023, four individuals rang the doorbell and requested a  
23 house tour as they were interested in purchasing the property.

24          58.     On or about, November 14, 2023, two individuals rang the doorbell. One tried to  
25 climb over the fence and peak inside the gate.

26          59.     On or about, November 21, 2023, an individual rang the doorbell repeatedly before  
27 walking away.

28          60.     On or about, December 6, 2023, four individuals rang the doorbell and stated they

1 were interested in purchasing the property.

2 61. On or about, December 14, 2023, two individuals rang the doorbell repeatedly and  
3 loitered outside the house.

4 62. On or about, December 21, 2023, an individual rang the doorbell and attempted to  
5 climb over the fence. The individual ran off after being confronted by Mr. Dihno.

6 63. On or about, January 6, 2023, four individuals rang the doorbell repeatedly and  
7 continued to loiter outside the house for a period of time.

8 64. On or about, January 14, 2023, an individual rang the doorbell several times before  
9 departing.

10 65. On or about, January 21, 2023, two individuals rang the doorbell and attempted to  
11 climb over the fence to get a better view of the interior of the property.

12 66. On or about, February 5, 2023, three individuals rang the doorbell repeatedly in a  
13 harassing manner before leaving ten minutes later.

14 67. On or about, February 12, 2023, two individuals rang the doorbell then tried to  
15 climb the fence to see the interior of the home.

16 68. The doorbell was ringing so frequent that Mr. Dihno and Mr. Cortez no longer  
17 answer the doorbell unless they receive a text message or call from a friend or relative informing  
18 Mr. Dihno and Mr. Cortez that the person at the door is known to them. This has cause damage to  
19 Mr. Dihno and Mr. Cortez by way of loss of standing in the community. Mr. Dihno and Mr.  
20 Cortez once had neighborly relations with many people who lived nearby. These relationships  
21 have been eroded because Mr. Dihno's and Mr. Cortez' neighbors no longer come to the door, as  
22 Mr. Dihno and Mr. Cortez no longer answer the door.

23 69. Mr. Dihno and Mr. Cortez continuously receives telephone calls from real estate  
24 agents and brokers interested in representing Mr. Dihno during the sale of his property. Mr. Dihno  
25 and his family have no interest in the selling the property.

26 70. These agents and real estate brokers regularly inform Mr. Dihno and Mr. Cortez  
27 that the agent and broker calling have an interested buyer who learned the home was on sale  
28 because it was featured on *Buying Beverly Hills*, specifically referencing the advertisement at

1 issue.

2 71. Mr. Dihno and his partner receive calls more than once daily from real estate  
3 brokers and agents looking to represent Mr. Dihno had his family during the sale of his home.  
4 These calls are intrusive and are distracting.

5 72. For example, below is a non-exhaustive list of activities which occurred:

6 73. On or about, September 12, 2023, Plaintiffs received four phone calls from various  
7 real estate agents and brokers interested in listing the house.

8 74. On or about, September 14, 2023, Plaintiffs received three phone calls from various  
9 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
10 various real estate agents and brokers interested in listing the house.

11 75. On or about, September 18, 2023, Plaintiffs received two phone calls from various  
12 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
13 various real estate agents and brokers interested in listing the house.

14 76. On or about, September 21, 2023, Plaintiffs received two phone calls from various  
15 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
16 various real estate agents and brokers interested in listing the house.

17 77. On or about, October 7, 2023, Plaintiffs received phone calls from various real  
18 estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
19 various real estate agents and brokers interested in listing the house.

20 78. On or about, October 11, 2023, Plaintiffs received three phone calls from various  
21 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
22 various real estate agents and brokers interested in listing the house.

23 79. On or about, October 26, 2023, Plaintiffs received two phone calls from various  
24 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
25 various real estate agents and brokers interested in listing the house.

26 80. On or about, November 3, 2023, Plaintiffs received six phone calls from various  
27 real estate agents and brokers interested in listing the house.

28 81. On or about, November 14, 2023, Plaintiffs received five phone calls from various



1 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
2 various real estate agents and brokers interested in listing the house.

3 82. On November 25, 2023, Plaintiffs received two phone calls from various real estate  
4 agents and brokers interested in listing the house. Plaintiffs also received emails from various real  
5 estate agents and brokers interested in listing the house.

6 83. On or about, December 1, 2023, Plaintiffs received a phone call from various real  
7 estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
8 various real estate agents and brokers interested in listing the house.

9 84. On or about, December 11, 2023, Plaintiffs received three phone calls from various  
10 real estate agents and brokers interested in listing the house.

11 85. On or about, December 23, 2023, Plaintiffs received two phone calls from various  
12 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
13 various real estate agents and brokers interested in listing the house.

14 86. On or about, January 6, 2023, Plaintiffs received two phone calls from various real  
15 estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
16 various real estate agents and brokers interested in listing the house.

17 87. On or about, January 15, 2023, Plaintiffs received two phone calls from various  
18 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
19 various real estate agents and brokers interested in listing the house.

20 88. On or about, January 28, 2023, Plaintiffs received two phone calls from various  
21 real estate agents and brokers interested in listing the house.

22 89. On or about, February 2, 2023, Plaintiffs received two phone calls from various  
23 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
24 various real estate agents and brokers interested in listing the house.

25 90. On or about, February 13, 2023, Plaintiffs received two phone calls from various  
26 real estate agents and brokers interested in listing the house. Plaintiffs also received emails from  
27 various real estate agents and brokers interested in listing the house.

28 91. On or about, February 22, 2023, Plaintiffs received two phone calls from various

1 real estate agents and brokers interested in listing the house.

2           92.     Plaintiffs have lived in fear after becoming aware of the advertisement and scope of  
3 the publication. Plaintiffs have suffered mental anguish and suffering, as well as emotional  
4 distress. This has cause Plaintiffs to seek medical attention by way of psychologists and  
5 psychiatrists. Mr. Dihno and Mr. Cortez are particularly concerned because they have two twin  
6 boys who are only three years old. The advertisement has caused Mr. Dihno and his partner fear  
7 that they could be targeted as many other people associated with reality television shows are.

8           93.     Plaintiffs have also suffered harm in the way of impairment of reputation and  
9 standing in the community and personal humiliation. One friendly neighbor has begun to alienate  
10 them. Further, another neighbor angrily confronted Mr. Dihno about the advertisement causing  
11 many people to come visit the house, which is taking away parking and generally making the once  
12 quiet street, generally busy.

13           94.     Finally, Mr. Dihno, who operates his business out of his house, has suffered lost  
14 income due to the annoyance and anxiety caused by the constant ringing of the doorbell, emails,  
15 and telephone calls.

16                           **E. Netflix's Data Breaches And Damage To Plaintiffs**

17           95.     The Dihno Family did not have any of their personally identifiable information  
18 online, or accessible to the public. There is nothing online that would connect Mr. Dihno or Mr.  
19 Cortez to the image of the house. There is no information that would allow a person to find the  
20 address of the house based upon the image that has been published my Mr. Dihno or Mr. Cortez.  
21 There is no information that has been published by Mr. Dihno or Mr. Cortez which would allow a  
22 person to connect the image of the house to Mr. Dihno's or Mr. Cortez's telephone number or  
23 email address.

24           96.     Mr. Dihno was at one time a Netflix subscriber. Netflix has collected significant  
25 amounts of Mr. Dihno's data. At this time, Mr. Dihno is not currently a Netflix subscriber.

26           97.     On information and belief, Netflix suffered a data breach which allowed individuals  
27 to associate the image published by Netflix as advertisement with The Dihno Family, which  
28 caused them to suffer visitors interested in seeing the property as detailed in paragraphs 46-67.

1           98.     On information and belief, Netflix suffered a data breach which allowed individuals  
2 to associate the image published by Netflix as advertisement with Mr. Dihno’s and Mr. Cortez’s  
3 phone number and email address. This cause Mr. Dihno and Mr. Cortez to suffer from harassing  
4 and constant phone calls from realtors and real estate brokers interested in selling the property as  
5 detailed in paragraphs 68-88.

6           99.     On information and belief, Netflix has a long history of severe data breaches  
7 exposing millions of customers personally identifiable information.

8           100.    In 2006, Netflix exposed user viewing history. As part of a competition, Netflix  
9 requested developers to code an algorithmic predictive movie rating system. To allow outside  
10 developers to create this, Netflix provided user data that was encrypted. University of Texas  
11 engineers were able to unencrypt the data. Later, Netflix was sued for attempting to run a similar  
12 contest, but this time including actual additional subscriber details like age, gender, and zip code.

13           101.    In April of 2017, a hack group operating under the name, The Dark Overlord,  
14 acquired unaired episodes of the popular Netflix series Orange Is the New Black and held them for  
15 ransom. Netflix refused to pay the ransom and the hack group did release the episodes.

16           102.    In 2018, Irdeto discovered for sale 854 personal credential from 6-9 different  
17 sellers across fifteen different dark web marketplaces which included email, plaintext passwords,  
18 and other personally identifiable information of consumer Netflix subscribers.

19           103.    In May of 2019, a contractor, Attunity – a data management firm now owned by  
20 Qlik – failed to properly secure backup data on Amazon Web Services, leaving exposed sensitive  
21 information for Netflix open to the web. This data breach was discovered by Upguard and  
22 contained information from 2014 to 2019. The information left open to the web contained Netflix  
23 database authentication strings. These authentication strings make available the entirety of the  
24 database which they allow access. These publicly available authentication strings left vulnerable  
25 the totality of Netflix’s data on each individual consumer of Netflix.

26           104.    In February of 2021, Netflix data was exposed again in what has been styled as the  
27 Compilation of Many Data Beaches. Netflix consumer subscriber plaintext passwords, emails, and  
28 other personally identifiable information were included in a data leak of 3.2 billion accounts

1 across multiple websites.

2 105. On July 14, 2022, The U.S. Sun published an article entitled: “STRANGER  
3 THINGS Netflix warning for ALL users that your account may have been hacked.”<sup>12</sup>

4 106. On August 22, 2022, the Hindu Times published an article entitled: “Your Netflix  
5 account is HACKED? Watch out for these signs”<sup>13</sup>

6 107. On November 22, 2022, CNET published an article entitled: “What to Do if You  
7 Think Someone Hacked Your Netflix Account”<sup>14</sup>

8 108. On February 23, 2023, the New York Post published an article entitled: “A hacker  
9 accessed my Netflix, watched every episode of Cocomelon and left me a creepy message”.<sup>15</sup>

10 109. On information and belief, Netflix suffered a data breach which exposed the  
11 plaintext passwords, emails, and other personally identifiable information such a cell phone  
12 numbers, IP addresses, geolocation, and other information on or about June or July of 2022. This  
13 data breach could have been a continuation of the data breach which occurred in 2021 exposing  
14 millions of Netflix users accounts.

15 110. On information and belief, Netflix’s data is continuously at risk because Netflix  
16 had its database authentication strings left open to the internet. These database authentication  
17 strings continuously give hackers the ability to breach Netflix’s data safety precautions because  
18 Netflix has not taken the proper precautions to rectify the security of the databases which were  
19 made accessible by way of the database authentication strings left open to the internet.

20 111. On information and belief, Netflix continuously suffers data breaches which are  
21 undetectable to Netflix because hackers have direct access to Netflix databases containing  
22

23 \_\_\_\_\_  
24 <sup>12</sup> <https://www.the-sun.com/tech/5561736/netflix-account-may-have-been-hacked/>

25 <sup>13</sup> <https://tech.hindustantimes.com/tech/news/your-netflix-account-is-hacked-watch-out-for-these-signs-71660321508666.html>

26 <sup>14</sup> <https://www.cnet.com/tech/services-and-software/what-to-do-if-you-think-someone-hacked-netflix-account/>

27 <sup>15</sup> <https://nypost.com/2023/02/23/someone-hacked-my-netflix-and-watched-every-episode-of-cocomelon/>  
28

1 plaintext passwords, emails, IP address, geolocation, and other personally identifiable information.  
2 This data breaches occur because Netflix has failed to implement reasonable safety precautions,  
3 particularly precautions which a reasonable company would have taken in light of the database  
4 authentication strings being available to the public. These continuing data breaches are evident and  
5 known to Netflix as more and more customers are suffering hacked accounts. However, despite  
6 the knowledge Netflix consumers are suffering these hacked accounts, Netflix continues to fail to  
7 implement reasonable safety precaution to protect the data.

8 112. On or about August or September, Netflix published an image of Plaintiff's home.  
9 This picture constitutes data under the control of Netflix. The picture also constitutes non-  
10 encrypted geolocation data. Therefore, the publication of the picture, as advertising, was in and of  
11 itself an exfiltration of data.

12 113. On information and belief, the picture of Plaintiff's home, which constitutes  
13 geolocation data, allowed individuals to connect the geolocation data, that is already grouped with  
14 Plaintiffs' name, geolocation data, plaintext passwords, IP address, emails, and other personally  
15 identifiable information of Plaintiffs which were leaked in Netflix's continuous data breach  
16 stemming from the database authentication strings. This allowed individuals to learn the address  
17 of the house in the advertisement, as well as, Plaintiff's emails, phone numbers, and other personal  
18 information.

19 114. Individuals seeking information on Plaintiffs were able to find that information,  
20 which was not otherwise publicly available but for Netflix's data breach.

21 115. Netflix's data breaches cause actual harm to Plaintiffs by way of phone calls,  
22 emails, and other harassing behavior such as intrusion of his property by unwanted visits, doorbell  
23 ringing and climbing the property and interruption of Mr. Dihno's business.

24 116. Had it not been for Netflix's exfiltration of Plaintiff's geolocation data as  
25 advertising, and Netflix's failure to implement reasonable safety precautions which would protect  
26 Netflix's consumer data, Plaintiffs would not have suffered the harm they suffered by way of  
27 phone calls, emails, and other harassing behavior such as intrusion of his property by unwanted  
28 visits, doorbell ringing and climbing the property and interruption of Mr. Dihno's business.

**F. Prefiling Attempt At Resolution**

117. On January 16, 2023, Plaintiffs sent a cease and desist and demand letter to Netflix and The Agency requesting that Netflix and the Agency stop using the image of Mr. Dihno’s home as advertising.

118. The letter identified the advertisement at issue, the dates the advertisement was used. It further identified that Mr. Dihno would be seeking damages from Netflix and The Agency if the Defendants did not immediately discontinue the use an image of the Plaintiff’s home. The letter identified several causes of action including intrusion into seclusion, violations of the unfair competition law and false advertising laws of California, Lanham Act violations, violations of the California privacy rights act, and violations of the California Consumer Legal Protection Act.

119. The cease and desist and demand letter requested a response by February 20, 2023.

120. Netflix never responded to the cease and desist demand letter.

121. The Agency never responded to the cease and desist demand letter.

122. On January 27, 2023, Alyssa Heisten emailed Grant Thomas of Thomas Whitelaw and Kolegraff LLP. The email is attached as Exhibit A to the Complaint.

123. The email states “we are the design agency for the particular ad”. The email failed to identify Alyssa Heisten and her relationship to Netflix. She claimed she licensed the image. She stated: “Our license is for Shutterstock’s Asset ID 1549256624 (photo contributor Ashwinmr). We are indemnified by Shutterstock.”

124. On February 8, 2023, Alyssa Heisten emailed Grant Thomas a second time attaching the license from Shutter Stock.

125. In response to this email, which again did not contain an introduction or any information about Ms. Heisten’s relationship to Netflix or the Agency, Mr. Thomas requested Ms. Heisten confirm (1) that the name of her company, Williams Creative Associates, (2) that Williams Creative Associates created the ad identified in the January 16, 2023 demand letter, and (3) the license which Williams Creative Associates was granted by Shutter Stock to use the image. See Exhibit A.

126. Ms. Heisten confirmed all three items.



1 his house, has suffered lost income due to the annoyance and anxiety caused by the constant  
2 intrusion of ringing of the doorbell, emails, and telephone call.

3 134. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

4 135. Subject to proof at trial, Mr. Dihno seeks one million dollars in damages for mental  
5 pain and anguish and loss of the quiet enjoyment of his property. Mr. Cortez seeks one million  
6 dollars in damages for mental pain and anguish and loss of the quiet enjoyment of his property.  
7 Minor Plaintiff Ryan Dihno seek one million dollars in damages for mental pain and anguish and  
8 loss of the quiet enjoyment of his property. Minor Plaintiff Ian Dihno seek one million dollars in  
9 damages for mental pain and anguish and loss of the quiet enjoyment of his property. This totals  
10 four million dollars.

11 136. Mr. Dihno seeks one million dollars in lost profits for interruption of his daily  
12 business caused by Defendants publication of the advertisement which was a result of the  
13 violation of Mr. Dihno's constitutional right to privacy and California common law.

14 137. Subject to proof at trial, Plaintiffs are seeking five million dollars in damages.

15 **SECOND CAUSE OF ACTION**

16 **(Violation of the California Consumers Legal Remedies Act,**

17 **Cal. Civ. Code § 1750, et seq. Against All Defendants and DOES 1-50)**

18 138. Plaintiffs realleges and incorporates by reference the allegations in each and every  
19 preceding paragraph as though fully set forth.

20 139. California's Consumers Legal Remedies Act ("CLRA") has adopted a  
21 comprehensive statutory scheme prohibiting various deceptive practices in connection with the  
22 conduct of a business providing goods, property, or services to consumers primarily for personal,  
23 family, or household purposes. The self-declared purposes of the CLRA are to protect consumers  
24 against unfair and deceptive business practices and to provide efficient and economical procedures  
25 to secure such protection.

26 140. Defendant is a "person" as defined by Civil Code Section 1761(c), because it is a  
27 corporation, as set forth above.

28 141. Netflix software constitutes "goods" and within the meaning of Cal. Civ. Code §



1 1761(a).

2 142. The Agency’s offer of real estate brokerage constitutes “services” and within the  
3 meaning of Cal. Civ. Code § 1761(a).

4 143. Netflix platform constitutes “services” within the meaning of Cal. Civ. Code §  
5 1761(b).

6 144. Defendant’s offer of sale of Defendants software and services to Plaintiffs  
7 constitute “transactions” as defined by Cal. Civ. Code § 1761(e).

8 145. That Plaintiffs were interested in acquiring media streaming services for personal  
9 use, or alternatively interested in real estate brokerage services for property other than Plaintiffs’  
10 home located at 2402 Carman Crest Drive, Los Angeles, California 90068, for family and  
11 household purposes, as defined by Cal. Civ. Code § 1761(d).

12 146. Venue is proper under Cal. Civ. Code § 1780(d) because a substantial portion of  
13 the conduct at issue occurred in this District.

14 147. As described herein, Defendants’ practices constitute violations of California Civil  
15 Code Section 1770 in at least the following respects:

16 a. In violation of Section 1770(a)(2), by misrepresenting the source, sponsorship, approval,  
17 or certification of goods or services;

18 b. In violation of Section 1770(a)(3), by misrepresenting the affiliation, connection, or  
19 association with, or certification by, another;

20 c. In violation of Section 1770(a)(4), by using deceptive representations or designations of  
21 geographic origin in connection with goods or service;

22 d. In violation of Section 1770(a)(5), by representing that goods or services have  
23 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not  
24 have or that a person has a sponsorship, approval, status, affiliation, or connection that the person  
25 does not have;

26 e. In violation of Section 1770(a)(9), by advertising goods or services with intent not to sell  
27 them as advertised;

28 f. In violation of Section 1770(a)(14), by representing that a transaction confers or involves

1 rights, remedies, or obligations that it does not have or involve, or that are prohibited by law;

2 g. In violation of Section 1770(a)(18), by misrepresenting the authority of a salesperson,  
3 representative, or agent to negotiate the final terms of a transaction with a consumer.

4 148. Plaintiffs' claims that Defendants engaged in unfair methods of competition and  
5 unfair or deceptive acts or practices in a transaction that resulted, or was intended to result, in the  
6 sale or lease of goods or services to a consumer in reference to publishing an image of Plaintiffs  
7 home as advertising, and that Plaintiffs were harmed by Defendants' violation.

8 149. As a direct and proximate result of Defendant's breach, Plaintiffs have been  
9 damaged in an amount of according to proof at trial.

10 150. Subject to proof at trial, Mr. Dihno seeks one million dollars in damages for mental  
11 pain and anguish and loss of the quiet enjoyment of his property. Mr. Cortez seeks one million  
12 dollars in damages for mental pain and anguish and loss of the quiet enjoyment of his property.  
13 Minor Plaintiff Ryan Dihno seek one million dollars in damages for mental pain and anguish and  
14 loss of the quiet enjoyment of his property. Minor Plaintiff Ian Dihno seek one million dollars in  
15 damages for mental pain and anguish and loss of the quiet enjoyment of his property. This totals  
16 four million dollars.

17 151. Mr. Dihno seeks one million dollars in lost profits for interruption of his daily  
18 business caused by Defendants publication of the advertisement which was a result of the  
19 violation of Mr. Dihno's constitutional right to privacy.

20 152. Subject to proof at trial, Plaintiffs are seeking five million dollars in damages.

21 153. Plaintiffs are entitled to punitive damages because the publication of the  
22 advertisement was intentional.

23 **THIRD CAUSE OF ACTION**

24 **(Violation of the Lanham Act Against All Defendants and DOES 1-50)**

25 154. Plaintiffs realleges and incorporates by reference the allegations in each and every  
26 preceding paragraph as though fully set forth.

27 155. Defendants published a false or misleading statement of fact when they published  
28 the advertisement at issue containing an image of Plaintiffs' home. This statement suggested that

1 the home was affiliated with Defendants or going to be sold by the Defendants.

2 156. The image was used in a commercial advertisement or promotion which was  
3 published to millions of people globally.

4 157. The advertisement at issue deceives or is likely to deceive in a material way  
5 because the image suggests sponsorship or affiliations with Netflix or the Agency.

6 158. The advertisement was published in interstate commerce.

7 159. The advertisement has caused or is likely to cause injury to the Plaintiffs.

8 160. Damages in this case are difficult to measure. However, Plaintiffs contend that a  
9 fair measure of damages under the Lanham Act are Plaintiffs' lost profits. Plaintiffs' lost profits  
10 should be measured by a hypothetical negotiation for a license to use the image of Plaintiffs' home  
11 as advertisement. The right to use the image of Plaintiff's home would have been granted for \$10  
12 dollars per publication. For example, if the image were published one million times, the Plaintiffs  
13 would have received profits of \$10,000,000.

14 161. Subject to the above analysis, Plaintiffs seeks \$10,000,000 in lost profits under the  
15 Lanham act, subject to proof at trial.

16 **FOURTH CAUSE OF ACTION**

17 **(Cal. Bus. & Prof. Code § 17500, et seq. Against Netflix and DOES 1-50)**

18 162. Plaintiffs realleges and incorporates by reference the allegations in each and every  
19 preceding paragraph as though fully set forth.

20 163. California's False Advertising Laws ("FAL") prohibits "any person, firm,  
21 corporation or association, or any employee thereof with intent directly or indirectly to dispose of  
22 real or personal property or to perform services, professional or otherwise, or anything of any  
23 nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or  
24 disseminate or cause to be made or disseminated before the public in this state, or to make or  
25 disseminate or cause to be made or disseminated from this state before the public in any state, in  
26 any newspaper or other publication, or any advertising device, or by public outcry or  
27 proclamation, or in any other manner or means whatever, including over the Internet, any  
28 statement, concerning that real or personal property or those services, professional or otherwise, or

1 concerning any circumstance or matter of fact connected with the proposed performance or  
2 disposition thereof, which is untrue or misleading, and which is known, or which by the exercise  
3 of reasonable care should be known, to be untrue or misleading, or for any person, firm, or  
4 corporation to so make or disseminate or cause to be so made or disseminated any such statement  
5 as part of a plan or scheme with the intent not to sell that personal property or those services,  
6 professional or otherwise, so advertised at the price stated therein, or as so advertised.” Cal. Bus.  
7 & Prof. Code § 17500.

8 164. Netflix engaged in false advertising by publishing an image of Plaintiffs’ home, in  
9 violation of the FAL.

10 165. On or about August or September 2022, Netflix published an advertisement to  
11 promote a show only accessible on the Netflix streaming service. This show, entitled: *Buying*  
12 *Beverly Hills*, is a reality television show which depicts the day-to-day operations of The Agency.

13 166. Plaintiffs suffered injury in fact, as required by Proposition 64, in the form of  
14 mental anguish and suffering, as well as emotional distress. This has cause Plaintiffs to seek  
15 medical attention by way of psychologists and psychiatrists. The advertisement has caused  
16 Plaintiffs to fear that they could be targeted as many other people associated with reality television  
17 shows are. have also suffered harm in the way of impairment of reputation and standing in the  
18 community and personal humiliation. Finally, Mr. Dihno, who operates his business out of his  
19 house, has suffered lost income due to the annoyance and anxiety caused by the constant intrusion  
20 of ringing of the doorbell, emails, and telephone calls.

21 167. Plaintiffs are entitled to restitution in the form of disgorgement in Netflix’s profit  
22 from the advertising and *Buying Beverly Hills*.

23 **FIFTH CAUSE OF ACTION**

24 **(Cal. Bus. & Prof. Code § 17500, et seq. Against The Agency IP Holdco, LLC. & UMRO**  
25 **Realty Corp. d/b/a The Agency and DOES 1-50)**

26 168. Plaintiffs realleges and incorporates by reference the allegations in each and every  
27 preceding paragraph as though fully set forth.

28 169. California’s FAL prohibits “any person, firm, corporation or association, or any

1 employee thereof with intent directly or indirectly to dispose of real or personal property or to  
2 perform services, professional or otherwise, or anything of any nature whatsoever or to induce the  
3 public to enter into any obligation relating thereto, to make or disseminate or cause to be made or  
4 disseminated before the public in this state, or to make or disseminate or cause to be made or  
5 disseminated from this state before the public in any state, in any newspaper or other publication,  
6 or any advertising device, or by public outcry or proclamation, or in any other manner or means  
7 whatever, including over the Internet, any statement, concerning that real or personal property or  
8 those services, professional or otherwise, or concerning any circumstance or matter of fact  
9 connected with the proposed performance or disposition thereof, which is untrue or misleading,  
10 and which is known, or which by the exercise of reasonable care should be known, to be untrue or  
11 misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so  
12 made or disseminated any such statement as part of a plan or scheme with the intent not to sell that  
13 personal property or those services, professional or otherwise, so advertised at the price stated  
14 therein, or as so advertised.” Cal. Bus. & Prof. Code § 17500.

15           170. The Agency engaged in false advertising by publishing an image of Plaintiffs’  
16 home, in violation of the FAL.

17           171. On or about August or September 2022, Netflix published an advertisement to  
18 promote a show only accessible on the Netflix streaming service. This show, entitled: *Buying*  
19 *Beverly Hills*, is a reality television show which depicts the day-to-day operations of The Agency.  
20 The Agency is a real estate agency which sells high-end real estate globally.

21           172. Plaintiffs suffered injury in fact, as required by Proposition 64, in the form of  
22 mental anguish and suffering, as well as emotional distress. This has cause Plaintiffs to seek  
23 medical attention by way of psychologists and psychiatrists. The advertisement has caused  
24 Plaintiffs to fear that they could be targeted as many other people associated with reality television  
25 shows are. have also suffered harm in the way of impairment of reputation and standing in the  
26 community and personal humiliation. Finally, Mr. Dihno, who operates his business out of his  
27 house, has suffered lost income due to the annoyance and anxiety caused by the constant intrusion  
28 of ringing of the doorbell, emails, and telephone calls.

1 173. Plaintiffs are entitled to restitution in the form of disgorgement in The Agency's  
2 profit from the advertising and *Buying Beverly Hills*.

3 **SIXTH CAUSE OF ACTION**

4 **(Cal. Bus. & Prof. Code § 17200, et seq. Against Netflix and DOES 1-50)**

5 174. Plaintiffs realleges and incorporates by reference the allegations in each and every  
6 preceding paragraph as though fully set forth.

7 175. California's Unfair Competition Law ("UCL") prohibits any "unlawful, unfair, or  
8 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising." Cal.  
9 Bus. & Prof. Code § 17200.

10 176. That Netflix engaged in unlawful business practices in connection with an  
11 advertisement using an image for Plaintiffs' family home without their knowledge or permission,  
12 and by publishing the advertisement in violation of False Advertising Laws and California Privacy  
13 Rights Act which protects personal information of individual citizens of California.

14 177. That Netflix engaged in unfair business practices in connection with an  
15 advertisement using an image for Plaintiffs' family home without their knowledge or permission,  
16 and by publishing the advertisement because the use of Plaintiffs' family home because the harm  
17 of the use of the image of the family home as advertisement outweighs the benefit of the use of the  
18 image of the home as advertisement.

19 178. That Netflix engaged in fraudulent business practices in connection with an  
20 advertisement using an image for Plaintiffs' family home without their knowledge or permission,  
21 and by publishing the advertisement of Plaintiffs' family home because the use of the image of  
22 Plaintiffs family home as advertisement was likely to deceive the public.

23 179. Plaintiffs' suffered injury in fact, as required by Proposition 64, in the form of  
24 mental anguish and suffering, as well as emotional distress. This has cause Plaintiffs to seek  
25 medical attention by way of psychologists and psychiatrists. The advertisement has caused  
26 Plaintiffs to fear that they could be targeted as many other people associated with reality television  
27 shows are. have also suffered harm in the way of impairment of reputation and standing in the  
28 community and personal humiliation. Finally, Mr. Dihno, who operates his business out of his

1 house, has suffered lost income due to the annoyance and anxiety caused by the constant intrusion  
2 of ringing of the doorbell, emails, and telephone calls.

3 180. Plaintiffs are entitled to restitution in the form of disgorgement in Netflix’s profit  
4 from the advertising and *Buying Beverly Hills*.

5 **SEVENTH CAUSE OF ACTION**

6 **(Cal. Bus. & Prof. Code § 17200, et seq. Against The Agency IP Holdco, LLC. & UMRO**  
7 **Realty Corp. d/b/a The Agency and DOES 1-50)**

8 181. Plaintiffs realleges and incorporates by reference the allegations in each and every  
9 preceding paragraph as though fully set forth.

10 182. California’s Unfair Competition Law (“UCL”) prohibits any “unlawful, unfair, or  
11 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising.” Cal.  
12 Bus. & Prof. Code § 17200.

13 183. That The Agency engaged in unlawful business practices in connection with an  
14 advertisement using an image for Plaintiffs’ family home without their knowledge or permission,  
15 and by publishing the advertisement in violation of False Advertising Laws and California Privacy  
16 Rights Act which protects personal information of individual citizens of California.

17 184. That The Agency engaged in unfair business practices in connection with an  
18 advertisement using an image for Plaintiffs’ family home without their knowledge or permission,  
19 and by publishing the advertisement of Plaintiffs’ family home because the harm of the use of the  
20 image of the family home as advertisement outweighs the benefit of the use of the image of the  
21 home as advertisement.

22 185. That The Agency engaged in fraudulent business practices in connection with an  
23 advertisement using an image for Plaintiffs’ family home without their knowledge or permission,  
24 and by publishing the advertisement of Plaintiffs’ family home because the use of the image of  
25 Plaintiffs’ family home as advertisement was likely to deceive the public.

26 186. Plaintiffs’ suffered injury in fact, as required by Proposition 64, in the form of  
27 mental anguish and suffering, as well as emotional distress. This has cause Plaintiffs to seek  
28 medical attention by way of psychologists and psychiatrists. The advertisement has caused

1 Plaintiffs to fear that they could be targeted as many other people associated with reality television  
2 shows are. have also suffered harm in the way of impairment of reputation and standing in the  
3 community and personal humiliation. Finally, Mr. Dihno, who operates his business out of his  
4 house, has suffered lost income due to the annoyance and anxiety caused by the intrusion of  
5 constant ringing of the doorbell, emails, and telephone calls.

6 187. Plaintiffs are entitled to restitution in the form of disgorgement in The Agency's  
7 profit from the advertising and *Buying Beverly Hills*.

8 **EIGHTH CAUSE OF ACTION**

9 **(Cal. Civ. Code § 1798.150 Against Netflix and DOES 1-50)**

10 188. Plaintiffs realleges and incorporates by reference the allegations in each and every  
11 preceding paragraph as though fully set forth.

12 189. Plaintiffs are "consumers" under California Civil Code Section 1798.150.

13 190. Plaintiffs nonencrypted and nonredacted personal information, as defined in  
14 subparagraph (A) of paragraph (1) of subdivision (d) of Section 1798.81.5 and/or email address in  
15 combination with a password or security question and answer that would permit access to the  
16 account were subject to an unauthorized access and exfiltration, theft, or disclosure.

17 191. As plead, this unauthorized access to personal information, as defined in  
18 subparagraph (a) of paragraph (1) of subdivision (d) of Section 1798.81.5 and/or email address in  
19 combination with a password or security question was a violation of Netflix's as a result failure to  
20 implement and maintain reasonable security procedures and practices appropriate to the nature of  
21 the information to protect the personal information.

22 192. Netflix failed to respond to Plaintiffs' demand letter dated January 16, 2023, which  
23 complied with Section 1798.150(b).

24 193. Plaintiffs are entitled to statutory damages in an amount between \$100 to \$750 per  
25 consumer, per incident, as measured by publication of an image of Plaintiffs' home as advertising.  
26 Subject to proof at trial, Plaintiffs believe that this number likely is greater than \$100,000,000 or  
27 one million publications multiplied by \$100.

28 **NINTH CAUSE OF ACTION**





1 pain and anguish and loss of the quiet enjoyment of his property. Mr. Cortez seeks one million  
2 dollars in damages for mental pain and anguish and loss of the quiet enjoyment of his property.  
3 Minor Plaintiff Ryan Dihno seek one million dollars in damages for mental pain and anguish and  
4 loss of the quiet enjoyment of his property. Minor Plaintiff Ian Dihno seek one million dollars in  
5 damages for mental pain and anguish and loss of the quiet enjoyment of his property. This totals  
6 four million dollars.

7  
8 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for relief as follows:

- 9 1. That judgment be entered in favor of Plaintiffs and against Defendants;
- 10 2. For compensatory damages to be proven at trial for the claims in Count 1 against  
11 all Defendants and DOES 1-50;
- 12 3. For compensatory and punitive damages to be proven at trial for the claims in  
13 Count 2 against all Defendants 1-50;
- 14 4. For compensatory damages to be proven at trial for the claims in Count 3 against  
15 all Defendants and DOES 1-50;
- 16 5. For disgorgement of profits to be proven at trial for the claims in Count 4 against  
17 Netflix and DOES 1-50;
- 18 6. For disgorgement of profits to be proven at trial for the claims in Count 5 against  
19 UMRO Realty Corp. d/b/a The Agency, The Agency IP Hold Co. and Does 1-50;
- 20 7. For disgorgement of profits to be proven at trial for the claims in Count 6 against  
21 Netflix and Does 1-50;
- 22 8. For disgorgement of profits to be proven at trial for the claims in Count 7 against  
23 UMRO Realty Corp. d/b/a The Agency, The Agency IP Hold Co. and Does 1-50;
- 24 9. For compensatory damages and statutory penalties pursuant to California Civil  
25 Code § 1798.150 to be proven at trial for the claims in Count 8 against all  
26 Defendants and DOES 1-50;
- 27 10. For compensatory damages to be proven at trial for the claims in Count 9 against  
28 all Defendants and DOES 1-50;

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- 11. For compensatory and punitive damages to be proven at trial for the claims in  
Count 10 against all Defendants and DOES 1-50;
- 12. For costs of suit and attorneys' fees incurred herein; and
- 13. For such other and further relief as the Court may deem just and proper.

DATED: March 21, 2023

THOMAS WHITELAW & KOLEGRAFF LLP

By:                   /s/ Grant J. Thomas                    
JOSEPH E. THOMAS  
WILLIAM J. KOLEGRAFF  
GRANT J. THOMAS  
Attorneys for Plaintiffs

# EXHIBIT A

**From:** [alyssa@wcplusa.com](mailto:alyssa@wcplusa.com)  
**To:** [Grant Thomas](#)  
**Cc:** "[Kevin Williams](#)"  
**Subject:** RE: Shutterstock Asset ID 1549256624  
**Date:** Thursday, February 9, 2023 11:59:07 AM

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Grant,

Yes, our company name is Williams Creative Associates, d/b/a WC+A. We created an ad similar to the image pictured in your communication dated 1/16/23, but I cannot guarantee it is the same ad, as the scanned copy I received is rather grainy. I attached the Shutterstock License Certificate to my last email, which outlines the license.

Let me know if you have any further questions.

Best regards,  
Alyssa

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**From:** Grant Thomas <[gthomas@twtlaw.com](mailto:gthomas@twtlaw.com)>  
**Sent:** Thursday, February 9, 2023 10:34 AM  
**To:** [alyssa@wcplusa.com](mailto:alyssa@wcplusa.com)  
**Cc:** 'Kevin Williams' <[kevin@wcplusa.com](mailto:kevin@wcplusa.com)>  
**Subject:** RE: Shutterstock Asset ID 1549256624

Hello Alyssa,

Thank you for your email. Can you help me clarify a few things? First, is your company: Williams Creative Associates? Second, can you confirm that Williams Creative Associates created the ad identified in the communication to Netflix dated January 16, 2023? Third, what Shutterstock license does Williams Creative Associates have for this image?

We will review this information with our client and get back to you.

Best,  
Grant

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**From:** [alyssa@wcplusa.com](mailto:alyssa@wcplusa.com) <[alyssa@wcplusa.com](mailto:alyssa@wcplusa.com)>  
**Sent:** Wednesday, February 8, 2023 8:49 PM  
**To:** Grant Thomas <[gthomas@twtlaw.com](mailto:gthomas@twtlaw.com)>  
**Cc:** 'Kevin Williams' <[kevin@wcplusa.com](mailto:kevin@wcplusa.com)>  
**Subject:** RE: Shutterstock Asset ID 1549256624

Grant,

In supplement to our email on the 27<sup>th</sup>, please see the attached license certificate from

Shutterstock.

Let us know if you have any further questions.

Best regards,  
Alyssa

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**From:** [alyssa@wcplusa.com](mailto:alyssa@wcplusa.com) <[alyssa@wcplusa.com](mailto:alyssa@wcplusa.com)>

**Sent:** Friday, January 27, 2023 3:41 PM

**To:** [gthomas@twtlaw.com](mailto:gthomas@twtlaw.com)

**Cc:** 'Kevin Williams' <[kevin@wcplusa.com](mailto:kevin@wcplusa.com)>

**Subject:** Shutterstock Asset ID 1549256624

Grant,

Good day.

Netflix forwarded your communication to us – we are their design agency for this particular ad.

To address your specific issues, we licensed the image through Shutterstock, a provider of stock photography, stock footage, stock music and editing tools. Shutterstock maintains a library of around 200 million stock photos, vector graphics, and illustrations and reviews and inspects every image to ensure that photographers retain copyright over their images.

Our license is for Shutterstock's Asset ID 1549256624 (photo contributor Ashwinmr). We are indemnified by Shutterstock, so please let us know if your client does not have a contract to license this image through Shutterstock and we can put you in contact with their counsel.

Let us know if you need further assistance.

Best regards,

**ALYSSA HEISTEN**

**CFO**

Mobile: 213-447-8529

[alyssa@wcplusa.com](mailto:alyssa@wcplusa.com)

<https://www.linkedin.com/in/alyssaheisten>

she/her/hers