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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SHERA PAGLINAWAN and STUART
OSWALD individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

JAMES FREY and JANE DOE FREY,
individually and the marital community
comprised thereof; NAN A.
TALESE/DOUBLEDAY a division of
RANDOM HOUSE, INC. a New York
corporation,

Defendants.

No.

CLASS ACTION COMPLAINT

Plaintiffs, Shera Paglinawan and Stuart Oswald, by their undersigned attorneys, bring this
civil action for damages and declaratory relief on behalf of themselves and all others similarly
situated against the above-named Defendants and complain and allege as follows:

1 **I. NATURE OF ACTION**

2 1.1 Plaintiffs bring this action as a Class Action pursuant to Rule 23 of the Federal
3 Rules of Civil Procedure on behalf of all persons who purchased the novel A Million Little
4 Pieces from a seller located in the State of Washington or who read the book and are residents of
5 the State of Washington.

6 1.2 A Million Little Pieces was written by Mr. James Frey and published and
7 distributed by Nan A. Talese/Doubleday, a subsidiary of Random House, Inc.

8 1.3 A Million Little Pieces was purportedly a memoir and was advertised and
9 marketed as such by Nan A. Talese/Doubleday. The book was written in the first person and
10 claimed to tell the true story of James Frey, chronicling Mr. Frey's struggles with crime, alcohol
11 and drug addiction.
12

13 1.4 In reality, Mr. Frey fabricated large portions of A Million Little Pieces and Nan
14 A. Talese/Doubleday was aware of these fabrications.

15 1.5 As a result of the Defendants' actions the Plaintiffs have suffered economic
16 damage and emotional distress.

17 **II. PARTIES**

18 2.1 Plaintiff Shera Paglinawan has at all material times been a resident of Seattle,
19 Washington.

20 2.2 Plaintiff Stuart Oswald has at all material times been a resident of Seattle,
21 Washington.

22 2.3 Defendant James Frey is, upon information and belief, a resident of New York.

23 2.4 Defendant Nan Talese A. Talese/Doubleday is a business subsidiary of Random
24 House, a New York corporation.
25

1 Pieces has sold over 3.5 million copies. Plaintiffs believe that members of the Class can be
2 identified through Nan A. Talese/Doubleday and Random House's sales records.

3 c. Plaintiffs' claims are typical of those of other Class members, all of whom
4 have suffered harm due to Defendants' uniform course of conduct.

5 d. Plaintiffs are members of the Class.

6 e. There are numerous and substantial questions of law and fact common to
7 all of the members of the Class which control this litigation and predominate over any individual
8 issues pursuant to Rule 23(b)(3). The common issues include, but are not limited to, the
9 following:
10

11 i. Does the Washington Consumer Protection Act Apply?

12 ii. Were Defendants' representations false?

13 iii. Were Defendants aware of the falsity of their representations?

14 iv. Was there a valid contract between the parties?

15 v. Were Plaintiffs and Class members damaged?

16 f. These and other questions of law or fact which are common to the
17 members of the Class predominate over any questions affecting only individual members of the
18 Class;

19 g. Plaintiffs will fairly and adequately protect the interests of the Class in that
20 Plaintiffs have no interests that are antagonistic to other members of the Class and have retained
21 counsel competent in the prosecution of class actions to represent themselves and the Class;

22 h. Without a class action, the Class will continue to suffer damage,
23 Defendants' violations of the law or laws will continue without remedy, and Defendants will
24 continue to enjoy the fruits and proceeds of their unlawful misconduct;
25

1 i. Given (i) the substantive complexity of this litigation; (ii) the size of
2 individual Class members' claims; and (iii) the limited resources of the Class members, few, if
3 any, Class members could afford to seek legal redress individually for the wrongs Defendants
4 have committed against them;

5 j. This action will foster an orderly and expeditious administration of Class
6 claims, economies of time, effort and expense, and uniformity of decision;

7 k. Inferences and presumptions of materiality and reliance are available to
8 obtain class-wide determinations of those elements within the Class claims, as are accepted
9 methodologies for class-wide proof of damages; alternatively, upon adjudication of Defendants'
10 common liability, the Court can efficiently determine the claims of the individual Class
11 members;

12 l. This action presents no difficulty that would impede the Court's
13 management of it as a class action, and a class action is the best (if not the only) available means
14 by which members of the Class can seek legal redress for the harm caused them by Defendants.

15 m. In the absence of a class action, Defendants would be unjustly enriched
16 because they would be able to retain the benefits and fruits of their wrongful conduct.

17 4.3 The Claims in this case are also properly certifiable under applicable law.

18 **V. STATEMENT OF FACTS**

19 5.1 In 2002 James Frey presented a manuscript to Nan Talese, a publisher at Nan A.
20 Talese/Doubleday. This manuscript was in the form of a novel. This manuscript formed the
21 basis of A Million Little Pieces.

22 5.2 Ms. Talese informed Mr. Frey that Nan A. Talese/Doubleday would publish the
23 manuscript if he recast the novel as a memoir.
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1 6.4 As a result of the breach Plaintiffs and Class members suffered damages which
2 may fairly and reasonably be considered as arising naturally from the breach or may reasonably
3 be supposed to have been in the contemplation of the parties, at the time they made the contract,
4 as the probable result of the breach of it.

5 B. Unjust Enrichment

6 6.5 Plaintiffs reallege all prior allegations as though fully stated herein.

7 6.6 Defendants were and continue to be unjustly enriched by their false
8 representations as to the truthfulness of A Million Little Pieces in an amount to be proven at trial.

9 C. Negligent Misrepresentation

10 6.7 Plaintiffs reallege all prior allegations as though fully stated herein.

11 6.8 Defendants owed Plaintiffs and Class members a duty to exercise reasonable care
12 in advertising the truthfulness of A Million Little Pieces.

13 6.9 Defendants provided false information to Plaintiffs and Class members relating to
14 the truthfulness of A Million Little Pieces.

15 6.10 Defendants breached their duty to Plaintiffs and other Class members by failing to
16 exercise reasonable care or competence in guaranteeing the truthfulness of A Million Little
17 Pieces.

18 6.11 Plaintiffs and Class members reasonably relied on the information provided by
19 Defendants regarding the truthfulness of A Million Little Pieces.

20 6.12 As a proximate cause of Defendants' false representations Plaintiffs and other
21 Class members suffered damages in an amount to be proven at trial.

22 D. Intentional Misrepresentation (Deceit)

23 6.13 Plaintiffs reallege all prior allegations as though fully stated herein.

1 6.14 Defendants made representations of fact regarding the truthfulness of A
2 Million Little Pieces for the purpose of inducing Plaintiffs and other Class members to purchase
3 and/or read the book.

4 6.15 Defendants knew or believed the representations referred to in the preceding
5 paragraph were false.

6 6.16 Plaintiffs and other class members reasonably relied on Defendants' false
7 representations.

8 6.17 As a result of Defendants' false representations Plaintiffs and other Class
9 members suffered damages in an amount to be proven at trial.

10 E. Washington Consumer Protection Act Violation – RCW 19.86, et seq.

11 6.18 Plaintiffs reallege all prior allegations as though fully stated herein.

12 6.19 At all times relevant to this action Washington had in effect RCW Ch. 19.86
13 prohibiting unfair or deceptive acts or practices in the conduct of business.

14 6.20 Defendants' false claims regarding the truthfulness of A Million Little Pieces
15 constituted unfair or deceptive acts or practices in the conduct of trade or commerce.

16 6.21 Defendants' acts or practices have the capacity to deceive a substantial portion of
17 the public and to affect the public interest.

18 6.22 As a result of Defendants' unfair or deceptive acts or practices, Plaintiffs and
19 other Class members suffered injuries in an amount to be proven at trial.

20 F. Declaratory Judgment

21 6.23 Plaintiffs reallege all prior allegations as though fully stated herein.

22 6.24 Plaintiffs and the Class, pursuant to Rule 57 of the Federal Rules of Civil
23 Procedure and 18 U.S.C. § 2201(a), hereby seek a declaratory judgment that Defendants'
24
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1 conduct in misleading purchasers and readers of A Million Little Pieces violated the Washington
2 Consumer Protection Act and breached their implied or express contract with purchasers and
3 readers of the book.

4 **VII. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs and Class members request that the Court enter an order of
6 judgment against Defendants including the following:

7 A. Certification of the action as a class action pursuant to Rule 23(b)(2) of the
8 Federal Rules of Civil Procedure with respect to Plaintiffs' claim for injunctive and declaratory
9 relief, and Rule 23(b)(3) of the Federal Rules of Civil Procedure with respect to the claims for
10 damages, and appointment of Plaintiffs as Class Representatives and their counsel of record as
11 Class Counsel;

12 B. A declaration that Defendants violated the Washington Consumer Protection Act;

13 C. A declaration that Defendants breached their explicit or implicit contract with
14 readers and purchasers of A Million Little Pieces.

15 D. Damages in the amount of monies paid for A Million Little Pieces.

16 E. Damages for the time spent by Plaintiffs and Class members reading A Million
17 Little Pieces.

18 F. Actual damages (including all general, special, incidental, and consequential
19 damages), statutory damages (including treble damages), and such other relief as provided by the
20 statutes cited herein;

21 G. Prejudgment and post-judgment interest on such monetary relief;

1 H. Equitable relief in the form of restitution and/or disgorgement of all unlawful or
2 illegal profits received by Defendants as a result of the unfair, unlawful and/or deceptive conduct
3 alleged herein;

4 I. Other appropriate injunctive relief;

5 J. The costs of bringing this suit, including reasonable attorneys' fees; and

6 K. Such other relief as this Court may deem just, equitable and proper.

7
8 DATED this 19th day of January, 2006.

9 MYERS & COMPANY, P.L.L.C.

10 Attorneys for Plaintiffs and Class members

11
12 By: /s/ Michael David Myers
13 Michael David Myers
14 WSBA No. 22486
15 Myers & Company, P.L.L.C.
16 1809 Seventh Avenue, Suite 700
17 Seattle, Washington 98101
18 Telephone: (206) 398-1188
19 Facsimile: (206) 400-1112
20 E-mail: mmyers@myers-company.com
21
22
23
24
25