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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

HOLLY JONES CLARK, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

AMAZON.COM, INC., a Delaware
corporation,

Defendant.

NO.

CLASS ACTION COMPLAINT
JURY TRIAL DEMANDED

Plaintiff, Holly Jones Clark (“Clark” or “Plaintiff”), as and for her complaint, individually and on behalf of a nationwide class, against Defendant Amazon.com, Inc. (“Amazon” or “Defendant”), asserts the following based upon the investigation of counsel, except as to those allegations concerning her personally, which are based upon personal knowledge, as follows:

I. Nature of the Action

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED -

1

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Seattle, Washington 98101
(206) 531-2722

1 1. Plaintiff brings this proposed class action against Amazon, on behalf of herself
2 and all others who have been damaged by Amazon’s failure and breach of its own refund
3 policies, and its deceptive statements and unfair trade practices concerning its refund policies.

4 2. Specifically, Defendant maintains a 30 day refund policy (the “Refund Policy”)
5 in which customers are able to return unwanted items within 30 days, and to obtain a refund, or
6 to have their Amazon account credited, if the products have been timely and properly returned.

7 3. Once a customer notifies Amazon of a refund, Amazon often issues an instant
8 refund, allegedly subject to Amazon receiving the item in issue. If Amazon does not issue an
9 instant refund, then it generally represents to the customer that it will issue a refund once it
10 receives the item.

11 4. Contrary to its representations, and the written terms Refund Policy, Amazon has
12 engaged in a repeated and systematic scheme in which it has received refunded goods, but has
13 wrongly failed to issue a refund, or has reversed the instant refund that it has earlier issue.

14 5. Amazon is one of the largest retailers in the United States, with total sales in 2022
15 of over \$356 billion. It processes over 1% of the goods purchased as refunds.

16 6. Given these amounts, Amazon’s failure to properly refund customers, in violation
17 of its own Refund Policy, and its representations to customers that will issue or process a return
18 upon receipt of the product, enables Amazon to earn a windfall on failed refunds, and contrary
19 to is representations of customers, puts them in a position of having to track down each refund
20 on their particular bank statement or credit card to make sure that Amazon has complied with
21 its own refund policy.

22 7. This conflicts with Amazon’s public position in which it prides itself on having a
23 customer-friendly return and refund policy—a particularly important issue, since as an on-line
24 retailer, customers have no opportunity to review, see or try on products before they make a
25 purchase.

1 8. The alleged ease and accuracy with which customer's can return products are an
2 integral part of the Amazon shopping experience and are relied upon by customers when making
3 a choice as to whether to purchase a product from Amazon.
4 [https://www.ranknbank.co/blog/navigating-amazon-customer-returns-policies-reasons-and-](https://www.ranknbank.co/blog/navigating-amazon-customer-returns-policies-reasons-and-tips#:~:text=Conversely%2C%20a%20smooth%20return%20process,can%20handle%20custo)
5 [tips#:~:text=Conversely%2C%20a%20smooth%20return%20process,can%20handle%20custo](https://www.ranknbank.co/blog/navigating-amazon-customer-returns-policies-reasons-and-tips#:~:text=Conversely%2C%20a%20smooth%20return%20process,can%20handle%20custo)
6 [mer%20returns%20seamlessly](https://www.ranknbank.co/blog/navigating-amazon-customer-returns-policies-reasons-and-tips#:~:text=Conversely%2C%20a%20smooth%20return%20process,can%20handle%20custo) (noting that a smooth return process can lead to increased trust
7 and loyalty).

8 9. In fact, studies have shown that most customers consider the ease of returns in
9 their buying decisions, with 76% of consumers checking a retailer's return policies before
10 making a purchase and 92% indicating that they would make a another purchase from an
11 ecommerce store if their return of the original product went smoothly.
12 <https://zhenhub.com/blog/fulfilled-by-amazon-returns-and-refunds-policy>. Consequently, the
13 ease and accuracy of making returns is one of the keys to customers' decisions to purchase
14 through Amazon.

15 10. Contrary to Amazon's representations in its return policy, however, Amazon,
16 however, repeatedly and regularly breaches its own refund policy and its representations
17 concerning the ease of its returns. In particular, Amazon regularly fails to process refunds for
18 products which have been timely and properly returned to it, and/or recharges customers for
19 previously provided refunds or instant refunds, wrongly claiming that it has not received the
20 returned good, even when such good has been timely and properly returned. It further often
21 states on a customer account that a refund has been issued, when in fact, no refund has been
22 issued.

23 11. Consequently, and contrary to its Return Policy and representations about its
24 Return Policy, it is up to the customer to follow up on whether he has actually obtained a refund
25 or not. Where the customer fails to notice whether Amazon has issued a proper refund, or

1 recharged his account, Amazon is able to earn a windfall on those items which it has received
2 back but has failed to issue the necessary refund or credit.

3 12. Plaintiff brings this action on behalf of herself and all others who have been
4 damaged by Amazon's breach of its refund policies, in particular, in its failure to properly
5 process refunds for goods that have been properly and timely returned, and who have been
6 deceived by Amazon's unfair trade practices.

7 Parties

8 13. Plaintiff, Holly Jones Clark, is a citizen of the State of Kentucky. Over the past
9 seven years, Plaintiff has purchased numerous items from Amazon.

10 14. Amazon is a Delaware corporation with a principal place of business at 410 Terry
11 Avenue, North Seattle, Washington 98109.

12 Jurisdiction and Venue

13 15. This Court has subject matter jurisdiction over this action under the Class Action
14 Fairness Act of 2005 ("CAFA"), 28 U.S.C. §1332(d). Defendant is a citizen of a state different
15 from that of Plaintiff, the putative class size is greater than 100 persons, and the amount in
16 controversy in the aggregate for the putative class exceeds the sum or value of \$5 million
17 exclusive of interest and costs.

18 16. The Court has personal jurisdiction over Amazon because Amazon is located
19 here, has its principal place of business here, is registered to do business here, and does do
20 business here.

21 17. Moreover, Amazon's Conditions of Use dated September 4, 2023, under the
22 section entitled "Disputes" specifically states that, "[a]ny dispute or claim relating in any way
23 to your use of any Amazon Service will be adjudicated in the state or Federal courts in King
24 County, Washington."
25

1 18. Venue is proper in this judicial district since this is the judicial district in which
2 Amazon maintains its principal place of business.

3 Background

4 19. There are several keys to Amazon’s success, including its speedy shipping, the
5 vast array of products, and the purported ease of returning unwanted items.
6 <https://mashable.com/article/amaong-item-returns-methods-2023>.

7 20. With certain exceptions, items that are shipped from Amazon.com, including
8 Amazon Warehouse, Amazon represents that products can be returned within 30 days of
9 delivery.

10 <https://www.amazon.com/gp/help/customer/display.html?nodeId=GKM69DUUYKQWKWX>

11 [7](#). Most third party sellers offer a similar return policy. *Id.*

12 21. Amazon states in its return policy that once it receives the item back, it will
13 reverse the charge for the item as soon as it is processed by Amazon.

14 <https://www.amazon.com/gp/help/customer/display.html?nodeId=GKM69DUUYKQWKWX>

15 7

16 22. A customer returning an item has an option of whether to have his credit card
17 refunded or another payment method. *Id.* A customer who does not wish to wait for his refund
18 to be processed may also seek an instant refund, if available, in which the cost of the product is
19 refunded to the customer’s credit card or issued as an Amazon.com Gift Card Balance, while
20 return is processed. *Id.* Only if Amazon fails to receive the refunded item, is a customer’s
21 account supposed to be charged back for the item.

22 23. To commence a return, presumably a customer pulls up its Amazon account and
23 clicks the right corner stating “returns & orders”. That will pull up a list of the customer’s orders
24 over a certain period of time.

1 24. The customer then scrolls down to the particular order he wants to return, and
2 selects the button that states return or replace item next to the item listing.

3 25. The next page will ask the customer to choose the reason for the return from a
4 drop down menu, including such choices as “bought by mistake”, “didn’t approve purchase”,
5 and “no longer needed.” Once the choice is made, the customer then selects the continue button.

6 26. The next page allows the customer to pick the refund option, either to his Amazon
7 account or his debit/credit card on file.

8 27. Once that is chosen, the customer will receive a QR code or return shipping label,
9 which he can then use at various places such as UPS stores, in order to return the item, even
10 without packaging.

11 28. Once the item is returned to the UPS store, and a QR code or the shipping label
12 is scanned, the account holder is often issued a refund soon thereafter.

13 29. Often the customer will receive a “refund confirmation” from Amazon indicating
14 that a refund has been issued in advance, and that if Amazon does not “receive the item listed
15 above” it “may charge your original payment method.”

16 30. A customer may often be able to see when Amazon has received the returned item
17 at at one of its fulfillment centers by clicking on the tab next to the item under return/refund
18 status.

19 31. However, many returns are not made with ease. Rather, the customer takes the
20 above or similar steps to return an item within the appropriate window (generally 30 days), is
21 told that the refund has been approved, and returns the item.

22 32. Despite timely returning the item in accordance with all of Amazon’s steps, the
23 customer never receives the refund, or is recharged for the item despite the fact that it has been
24 timely returned to Amazon.

1 33. In such cases, Amazon earns a windfall by failing to properly refund the value of
2 the item, while receiving and being able to resell the item a second time.

3 Plaintiff Clark's Experience

4 34. Plaintiff maintains an Amazon account.

5 35. On February 7, 2023, Plaintiff ordered a book entitled Maximize Living Nutrition
6 Plans, from Amazon for \$23.59, Order No. 113-9478762-1569815.

7 36. Plaintiff never received the book, because the seller cancelled the order on
8 February 8, 2023. "The Amazon seller" specifically wrote to Plaintiff at 1:23 p.m. Eastern U.S.
9 time that she would receive a refund from Amazon stating in relevant part: "I will let Amazon
10 know, that you can have your money back." Amazon at 1:25 p.m. that day, wrote to Plaintiff
11 and confirmed: "Hello Holly, We are writing to inform you that your order has been canceled.
12 We're sorry for the inconvenience that has caused. In most cases, we pay for items when we
13 ship them to you, so you won't be charged for items that are canceled."

14 37. Although it has been almost seven months, Plaintiff, who paid in advance, never
15 received her refund from Amazon despite having paid for the item on her credit card. She
16 inquired in writing on March 22, 2023, about her refund via the Amazon platform's online
17 messaging system but to date her Amazon gift card balance continues to show a zero balance.

18 Plaintiff is Not the Only One who has Failed to Receive Legitimate Refunds

19 38. Plaintiff is not the only who has failed to receive legitimate refunds, and the
20 internet is littered with stories of others who have suffered the same fate.

21 39. For example, one customer on Reddit has complained that he purchased over
22 \$1,000 worth of equipment, which was faulty but that Amazon refused to refund his money for
23 the item.

24 [https://www.reddit.com/r/amazonprime/comments/156wfl6/amazon_refund_issue_please hel](https://www.reddit.com/r/amazonprime/comments/156wfl6/amazon_refund_issue_please_helpive_lost_over_1000/)
25 [p ive lost over 1000/](https://www.reddit.com/r/amazonprime/comments/156wfl6/amazon_refund_issue_please_helpive_lost_over_1000/).

1 40. The customer complains that he has wasted hours on the phone with Amazon
2 customer service representatives to no avail. In fact, when others told the customer to get a
3 charge back from his bank on the debit card that was used, it was suggested that such an action
4 could result in Amazon locking a customer out of his account.

5 41. In other examples, other customers, particularly those with higher priced items
6 have complained that they were unable to get refunds when the package went missing, or when
7 it was returned. See, e.g.

8 <https://news.ycombinator.com/item?id=27331075>. *See also*
9 <https://www.elliott.org/advocacy/amazon-didnt-receive-my-return-package-what-should-i-do>.

10 42. Plaintiff now brings this action on behalf of all those who have been unable to
11 get timely and accurate refunds from Amazon or have been charged back even after making a
12 legitimate return.

13 Class Action Allegations

14 43. Plaintiff brings this action, individually and on behalf of a nationwide class,
15 pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and/or 23(b)(3), defined as
16 follows:

17 All persons in the United States, who, according to the Defendant's records, were
18 charged by Defendant for failing to return a product that was timely returned in its
original condition during the six years prior to the filing of this action.

19 44. Excluded from each of the Class(es) are: Defendant; Defendant's employees and
20 agents; any judge conducting proceedings in this action and the judge's parents, spouses and
21 children as well as any other member of the judge's family residing in the judge's household;
22 counsel of record in this action and their parents, spouses and children as well as any other
23 member of counsel's family residing in counsel's household; counsel's employees; and the legal
24 representatives, heirs, successors and assigns of any excluded person.
25

1 45. Numerosity: The exact number of the members of the class (or subclasses) is not
2 presently known, but is so numerous that joinder of individual members in this action is
3 impracticable. Based on the nature of the activities alleged, Plaintiff believes that the members
4 of the class number in the millions and are geographically dispersed throughout the United
5 States.

6 46. Class members are readily identifiable from information and records in
7 possession, custody, or control of Defendant, the Class members, and retailers.

8 47. Commonality: There are numerous issues of law and fact common to Plaintiff
9 and Class Members that predominate over any issue affecting only individual class members.
10 Resolving these common issues will advance resolution of the litigation for all class members.
11 These common issues of law and fact include, but are not limited to, the following:

- 12 a. Whether the Return Policy constitutes a contract with Amazon customers that
13 Amazon will provide a refund for products timely returned in their original condition;
14 b. Whether Amazon breached that contract;
15 c. Whether Amazon has a widespread practice of re-charging customers for returned
16 products or failing to provide the required refund, despite having timely received the
17 products in original condition;
18 d. Whether Defendant violated the Washington Consumer Protection Act by its
19 practice of re-charging customers for returned products or failing to provide them
20 with the required refund, despite having timely received the products in their original
21 condition;
22 e. Whether Defendant is liable for money had and received;
23 f. Whether Defendant is liable for unjust enrichment;
24 g. Whether Defendant is liable for conversion
25

1 48. Typicality: Plaintiff's claims are typical of the claims of the other Class members
2 in that Plaintiff, like all Class Members, was charged for items that were timely returned to
3 Amazon in original condition or never received. Plaintiff, like all class members, was damaged
4 by Defendant's misconduct in that she suffered actual damages as a result of Amazon's charges.
5 Furthermore, the factual bases of Defendant's misconduct represent a common thread of
6 misconduct resulting in injury to all Class Members. Plaintiff has the same interest in this matter
7 as all Class Members, and Plaintiff's claims arise out of the same set of facts and conduct as the
8 claims of all Class Members. Plaintiff's and Class Members' claims all arise out of Amazon's
9 unlawful practice of charging consumers even when a product is returned on time.

10 49. Adequacy: Plaintiff has no interest that conflicts with the interests of the Class,
11 understands and appreciates her duties to the Class, and is committed to pursuing this action
12 vigorously. Plaintiff has retained counsel competent and experienced in complex consumer
13 class action litigation. Accordingly, Plaintiff and his counsel will fairly and adequately protect
14 the interests of the Class.

15 50. Superiority: A class action is superior to all other available means of fair and
16 efficient adjudication of the claims of Plaintiff and members of the Class. The injury suffered
17 by each individual Class Member is relatively small compared to the burden and expense of
18 individual prosecution of the complex and extensive litigation necessitated by Defendant's
19 conduct. It would be virtually impossible for individual Class Members to effectively redress
20 the wrongs done to them. Even if Class Members could afford individualized litigation, the
21 court system could not. Individualized litigation would increase delay and expense to all parties,
22 and to the court system, because of the complex legal and factual issues of this case.
23 Individualized rulings and judgments could result in inconsistent relief for similarly situated
24 individuals. By contrast, the class action device presents far fewer management difficulties, and
25

1 provides the benefits of single adjudication, economy of scale, and comprehensive supervision
2 by a single court.

3 51. Defendant has acted or refused to act on grounds generally applicable to the Class,
4 thereby making appropriate final injunctive relief and corresponding declaratory relief with
5 respect to the Class as a whole

6 **GOVERNING LAW**

7 52. Amazon's Terms of Use provide that "By using any Amazon Service, you agree
8 that applicable federal law, and the laws of the state of Washington, without regard to principles
9 of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might
10 arise between you and Amazon."

11 **COUNT I. BREACH OF CONTRACT.**

12 53. Plaintiff realleges and incorporates by reference all allegations in preceding
13 paragraphs 1-52. A valid contract exists between Amazon and Plaintiff.

14 54. Competency. Plaintiff and Defendant are legally competent. Plaintiff is an
15 individual of legal age who has not been adjudged incompetent. Defendant is a validly
16 organized corporation acting through its authorized agents.

17 55. Duty. Among other things, the parties' contract imposes a duty on Amazon to
18 refund to Plaintiff the purchase price and applicable taxes of merchandise returned to Amazon
19 in its original condition during its return window.

20 56. Offer. Amazon offered this agreement by representing that items in their original
21 condition, shipped by Amazon, can be returned for a full refund by requesting a refund on the
22 website, and dropping-off the item at an authorized drop-off location within the time specified
23 by Amazon.

1 57. Acceptance. Plaintiff accepted Amazon's offer by purchasing an item from
2 Amazon's website, to have been shipped by Amazon in accordance with Amazon's purchasing
3 protocol.

4 58. Conditions precedent. Plaintiff satisfied all conditions precedent for Amazon's
5 performance by paying for relevant merchandise, requesting a refund and relying on Amazon's
6 statements that she would obtain a refund.

7 59. Consideration. The payment for merchandise advertised as being free to return is
8 consideration by the Plaintiff for Amazon's promise of free returns. The return of merchandise
9 to an authorized drop-off location is consideration for Amazon's promise of a full refund.
10 Amazon's promise of free returns and full refunds is consideration for Plaintiff's purchase of
11 merchandise.

12 60. Breach. Amazon breached its duty under the terms of the parties' contract by
13 failing to provide the refund for the item that were timely returned to Amazon in their original
14 condition or never provided.

15 61. Injury. Plaintiff was injured by Amazon's breach in that Amazon charged
16 Plaintiff money to which Amazon was not entitled.

17 62. Causation. Had Amazon fulfilled the terms of the parties' contract, Amazon
18 would not have charged Plaintiff money to which Amazon was not entitled.

19 63. Damages. Amazon's breach cost Plaintiff the benefit of his bargain and caused
20 Plaintiff to suffer contract damages equal to the purchase price and applicable taxes for the
21 returned items and interest.

22 **COUNT II. VIOLATION OF THE WASHINGTON CONSUMER**
23 **PROTECTION ACT**

24 **Wash. Rev. Code Ann. § 19.86.020 et seq.**

1 64. Plaintiff realleges and incorporates by reference all allegations in preceding
2 paragraphs 1-63.

3 65. Washington’s Consumer Protection Act prohibits any “[u]nfair methods of
4 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

5 66. At all relevant times, Class Members and Defendant were “persons” within the
6 meaning of the Consumer Protection Act, Wash. Rev. Code § 19.86.010(1).

7 67. At all relevant times, Amazon represented that it would provide full and partial
8 refunds for items it shipped that were returned much less never received.

9 68. Nevertheless, Amazon routinely failed to live up to that promise and instead re-
10 charged its customers the full sale price and tax on items that were returned to it or failed to
11 provide the promised refund.

12 69. On information and belief, Amazon knew that it routinely re-charged or failed to
13 refund its customers the full sale price and tax on items that were returned to it in their original
14 condition or never received.

15 70. Amazon’s own records contain the dates and time of its receipt of returns.

16 71. Despite Amazon’s knowledge of its systemic failure to deliver on its promise of
17 refunds for timely returned or never received items and its practice of routinely re-charging its
18 customers the full sale price and tax on items that were timely returned to it, Amazon continued
19 to represent to Plaintiff and the Class that items were refunded.

20 72. However, Amazon regularly did not refund the charges when it received returns.
21 Instead, it reverted charges or failed to provide a refund when a customer contacted Amazon’s
22 customer service and requested the charges be reverted.

23 73. These affirmative misrepresentations were likely to mislead and were unfair in
24 that they incentivized consumers to purchase goods from Amazon on the expectation that
25

1 returns would be handled as Amazon described, and discouraged consumers from contacting
2 Amazon to investigate its charges.

3 74. Amazon willfully and purposefully engaged in deceptive and unfair acts and
4 practices, misrepresentation, and the concealment, suppression, and omission of material facts
5 in connection with trade or commerce in violation of Wash. Rev. Code § 19.86.020 as described
6 in the allegations above.

7 75. Amazon's misrepresentations and omissions detailed above constitute an act or
8 practice in the conduct of trade or commerce.

9 76. Amazon's misrepresentations and omissions detailed above impact the public
10 interest in that Defendant's acts: (1) injured other persons as alleged above; (2) had the capacity
11 to injure other persons; and (3) continues to have the capacity to injure other persons.

12 77. Amazon's misrepresentations and omissions detailed above are unfair because
13 they inequitably enrich Defendant at the expense of the Class.

14 78. Amazon's misrepresentations and omissions detailed above are unfair because
15 they offend public policy, they are so oppressive that the Class has little alternative but to
16 submit, and they cause consumers unjustified substantial injury.

17 79. Plaintiff has suffered economic injury as a direct and proximate result of
18 Amazon's conduct in that Plaintiff was by its practices, wrongfully re-charged or charged the
19 purchase price and applicable taxes for timely returned items, damaging him in an amount equal
20 to those charges and interest.

21 80. As a direct and proximate result of the foregoing acts and practices, Amazon has
22 received, or will receive, income, profits, and other benefits which it would not have received
23 if they had not engaged in the violations described in this Complaint.

1 81. As a direct and proximate result of the foregoing acts and practices, Amazon has
2 received, or will receive, income, profits, and other benefits which it would not have received
3 if they had not engaged in the violations described in this Complaint.

4 **COUNT III.**

5 82. Plaintiff realleges and incorporates by reference all allegations in preceding
6 paragraphs 1-81. Plaintiffs allege this Count in the alternative to Count I in accordance with
7 Fed. R. Civ. P. 8(d)(2).

8 83. Amazon received money from Plaintiff and from each member of the Class. The
9 monies belonged to Plaintiff and to each member of the Class.

10 84. Amazon has not returned the money.

11 85. It will give offense to equity and good conscience if Amazon is permitted to retain
12 the money.

13 86. Plaintiff, on behalf of herself and the members of the Class seek the return of the
14 money in an amount to be proved at trial.

15 **COUNT IV.**

16 **UNJUST ENRICHMENT**

17 87. Plaintiff realleges and incorporates by reference all allegations in preceding
18 paragraphs 1-86.

19 88. Plaintiff alleges this Count in the alternative to Count I in accordance with Fed.
20 R. Civ. P. 8(d)(2).

21 89. Plaintiff and Class Members conferred a monetary benefit on Amazon when they
22 were wrongfully re-charged or failed to receive a refund for the purchase price and applicable
23 taxes for an item that was timely returned to Amazon in its original condition or never received.
24 Plaintiff and Class Members also conferred a monetary benefit on Amazon when they made
25 purchases in reliance on Amazon's false representations about its return policy.

1 90. On information and belief, Amazon knew that it routinely charged its customers
2 the full sale price and tax on items that were timely returned to it in original condition. Amazon’s
3 own records contain the dates and time of receipt of returns.

4 91. It is inequitable for Amazon to retain the money that Plaintiffs and the Class paid
5 to Amazon for items that they timely returned and that Amazon acknowledged it received.

6 **COUNT V.**

7 **CONVERSION**

8 92. Plaintiff realleges and incorporates by reference all allegations in preceding
9 paragraphs 1-91. Plaintiff and the members of the Class own and have a right to possess the
10 money that is in their respective bank accounts, Amazon accounts, internet payment accounts,
11 and/or Amazon interfered with Plaintiff’s and the Class’s possession of this money by making
12 unauthorized charges to their bank accounts, Amazon accounts, internet accounts, and/or credit
13 cards by wrongfully re-charging or failing to refund the purchase price and applicable taxes for
14 the returned item damaging Plaintiffs in an amount equal to those charges and interest.

15 93. Plaintiff and the Class never consented to Amazon’s taking of this money from
16 their bank accounts, Amazon accounts, internet payment accounts, and/or credit cards.

17 94. Amazon wrongfully retained dominion over this monetary property and/or the
18 time-value of the monetary property.

19 95. Plaintiff and the Class have been damaged by Amazon’s wrongful taking of such
20 money from their bank accounts, Amazon accounts, internet payment accounts, and/or credit
21 cards in an amount that is capable of identification through Plaintiff’s and Amazon’s records.

22 **VII. JURY TRIAL DEMANDED**

23 Plaintiff hereby demands a trial by jury of all the claims asserted in this Complaint.

24 **VIII. PRAYER FOR RELIEF**

1 WHEREFORE, Plaintiff prays that this Court enter judgment against Defendant and
2 in favor of Plaintiff as follows:

3 A. Actual damages;

4 B. All damages, including treble damages, recoverable under the Washington
5 Consumer Protection Act, as well as all recoverable fees, costs, and attorney fees;

6 C. Punitive and/or exemplary damages due to Defendant's willful disregard of the
7 rights of Amazon and the public, and outrageous and reckless conduct toward the
8 safety of Amazon and the public, in an amount to be proven at trial;

9 D. All other damages allowed by law;

10 E. Pre-judgment and post-judgment interest as allowed by law;

11 F. Costs of litigation incurred herein; and

12 G. Any such other and further relief as the Court deems just and equitable.

13 H. Plaintiff specifically reserves the right to pursue additional causes of action,
14 claims, and/or forms of relief other than those specifically outlined above, that are supported by
15 the facts pleaded herein or that may be supported by other facts that emerge during discovery.
16

17 DATED this 6th day of November, 2023.

18 s/ Manish Borde
19 Manish Borde, WSBA #39503

20 BORDE LAW PLLC
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Attorney for Plaintiff

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