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SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

AMAZON.COM, INC., a Delaware corporation;
and AMAZON.COM SERVICES LLC, a
Delaware limited liability company,

Plaintiffs,

v.

RESONET, YU QI OOI, and JOHN DOES 1-5
d/b/a/ "AppSally.com",

Defendants.

No.

COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF

INTRODUCTION

Plaintiffs, Amazon.com, Inc. and Amazon.com Services LLC (collectively, "Amazon"), bring this action against Defendants Resonet, Yu Qi Ooi, and John Does 1-5 ("Defendants"), who are responsible for the website AppSally.com ("AppSally"), for injunctive relief and damages as follows:

I. SUMMARY

1. Every day, millions of consumers who shop in Amazon's store use customer product reviews to assist with purchasing decisions. Customer trust and fair competition in Amazon's store depend, in part, on the authenticity of those reviews. The bad actors who pay for product reviews erode that customer trust, compete unfairly with the millions of honest entrepreneurs who sell in Amazon's store, and tarnish Amazon's brand.

1 2. Amazon devotes extensive efforts to combatting product reviews that are false,
2 inauthentic, or incentivized (“fake reviews”). Incentivized reviews that are not identified as such
3 are inherently false and misleading because they are motivated by compensation, withhold that
4 key information from consumers, and therefore are likely to mislead consumers into believing
5 that the reviews are from unbiased and independent customers. In 2020, Amazon intercepted
6 more than 200 million suspected fake reviews, leveraging machine learning models and teams of
7 customer-obsessed employees dedicated to keeping Amazon’s stores free of fake reviews.
8 Amazon’s proactive detection drives more than 99% of fake reviews enforcement in Amazon’s
9 stores.

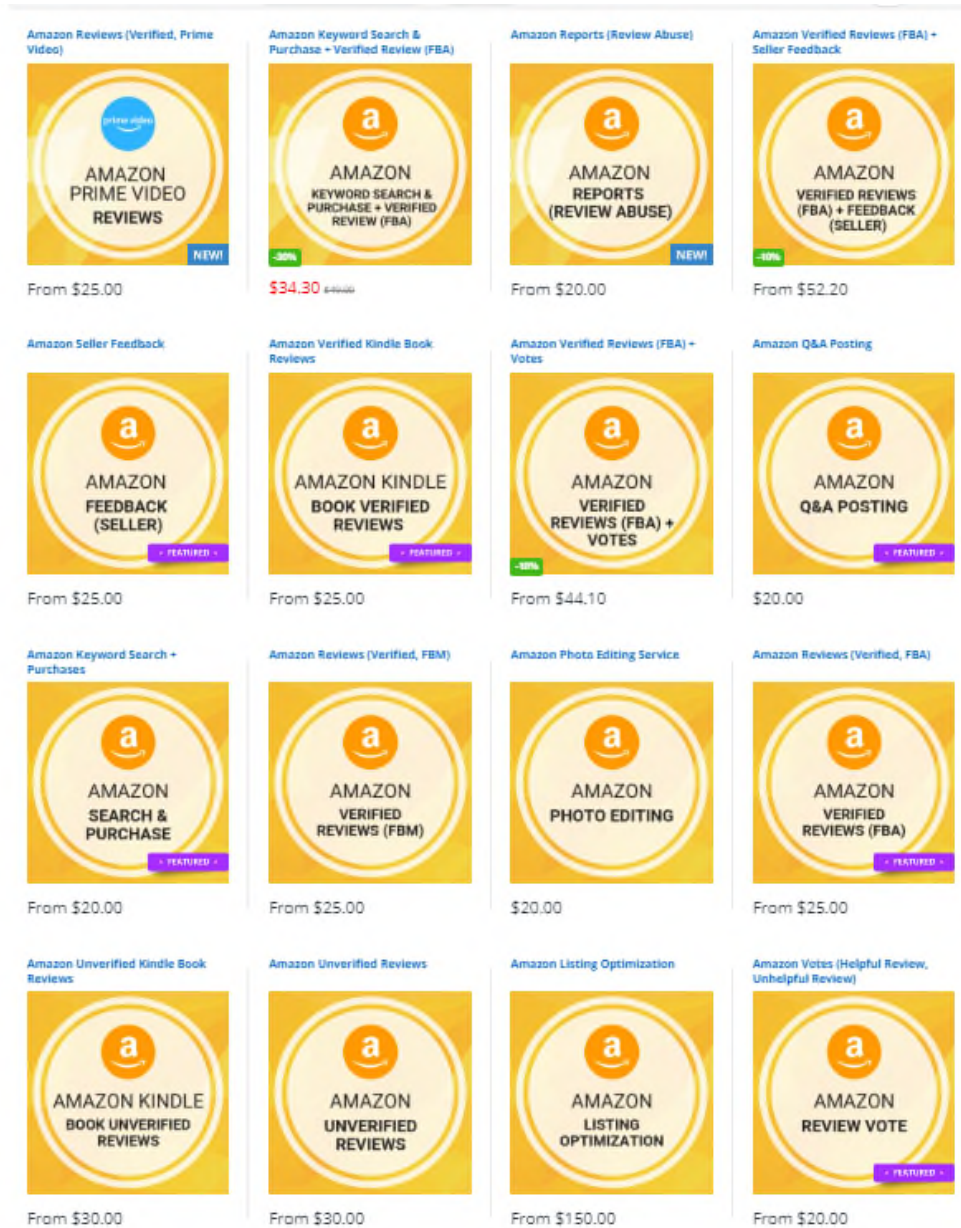
10 3. Despite Amazon’s efforts, fake reviews persist because schemes like “free
11 product in exchange for five-star review” are organized and orchestrated largely on third-party
12 websites such as AppSally, or in dedicated groups on social media sites, as opposed to within
13 Amazon’s stores where the fake reviews are ultimately posted.

14 4. Amazon is bringing this action against the operators of the website AppSally,
15 which sells fake reviews, in order to shut down the site and seek disgorgement of Defendant’s
16 ill-gotten gains from selling fake reviews.

17 5. Defendants in this action operate the AppSally business and website as a
18 commercial venture to help Amazon sellers obtain false, misleading, and inauthentic customer
19 reviews for their products. For a fee, Defendants provide Amazon sellers with positive reviews in
20 Amazon’s stores. AppSally claims that these transactions typically result in a five-star review of
21 the product with glowing testimony, affecting both the product’s collection of reviews as well as
22 its aggregated star rating.

23 6. AppSally’s website claims that the company is “The Perfect Growth Weapon For
24 Your Business” that will provide “services to help you outrank your competitors from your
25 bedroom.” In reality, the company operates a deceptive and unfair service by which a user can
26 pay to obtain fake reviews. AppSally provides at least 16 different packages by which Amazon
27 sellers can obtain reviews and other services to help fraudulently manipulate their evaluations.

1 As shown on the following excerpt from its website, AppSally offers verified reviews, seller
2 feedback, votes, and postings for product Q&As.



24 7. Upon information and belief, AppSally is fully aware of the fact that it provides
25 services that are unfair to legitimate Amazon selling partners, to consumers, and to Amazon
26 itself. AppSally's entire business model is based on allowing sellers to obtain fake reviews and
27

1 inflated ratings in deliberate violation of Amazon’s agreements with sellers using its stores. The
2 way that AppSally has structured its services demonstrates this knowledge. For example,
3 AppSally instructs sellers to send photographs and drafts of the reviews it wants posted for its
4 products. This practice knowingly violates and induces violation of Amazon’s Community
5 Guidelines and selling policies, which prohibit, among other things, providing reviews for
6 monetary gain.

7 8. Indeed, AppSally’s website notes the time and effort required to sell quality
8 products and get favorable customer reviews, and offers services to allow dishonest sellers to
9 “get a quick head start” on their competition by buying reviews “to instantly boost the credibility
10 and sales of products you sell on Amazon.”



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17 9. Defendants are actively deceiving Amazon’s customers and tarnishing Amazon’s
18 brand for their own profit, as well as for the profit of AppSally user bad actors who are selling in
19 Amazon’s store. Amazon is bringing this action to protect its customers and selling partners from
20 this misconduct by stopping Defendants and uprooting the fake review schemes in which they
21 participate.

22 10. In this action, Amazon brings claims for violations of the Washington Consumer
23 Protection Act (RCW Ch. 19.86) and Washington common law.

24 II. JURISDICTION AND VENUE

25 11. This Court has personal jurisdiction over Defendants, who have conducted
26 business activities in and directed to Washington and are primary participants in tortious acts in
27 and directed to Washington. Defendants affirmatively undertook to manipulate reviews, ratings,

1 and rankings of products sold in stores operated by Amazon, a corporation with its principal
2 place of business in Washington. Defendants' acts deceived consumers who purchased products
3 in Amazon's stores and harmed Amazon. Defendants knowingly committed or facilitated the
4 commission of tortious acts in Washington and have wrongfully caused Amazon substantial
5 injury in Washington.

6 12. Venue is proper in this Court pursuant to RCW §§ 4.12.010-.025 in that a
7 substantial part of the events or omissions giving rise to the claims pled herein occurred in King
8 County, Amazon seeks damages for personal injury or damage to personal property in King
9 County, and Amazon's causes of action arose in King County.

10 III. THE PARTIES

11 13. Amazon is a Delaware company with its principal place of business in Seattle,
12 Washington. Amazon owns and operates the Amazon.com store and website and equivalent
13 international stores and websites. Amazon has over three hundred million active customers.

14 14. Upon information and belief, AppSally operates in Penang, Malaysia.

15 15. Upon information and belief, AppSally is owned by a company in Malaysia,
16 Defendant Resonet: <https://www.reso.net.my/>.

17 16. Upon information and belief, Resonet is owned or managed by an individual,
18 Defendant Yu Qi "Patricia" Ooi.¹

19 17. Upon information and belief, AppSally may be connected to the following
20 address: 1-16-3, Suntech Penang Cybercity, Lintang Mayang Pasir 3, Bayan Baru, 11950,
21 Penang, Malaysia.

22 18. Upon information and belief, AppSally may be connected to the following
23 address: 65 (1st Floor) Room B, Irving Road, 10400 Georgetown, Penang, Malaysia.

24 19. Defendants are the registrants of the domain name AppSally.com and the owners
25 and operators of the online business at that website.

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27 ¹ Ms. Ooi's LinkedIn appears here: <https://www.linkedin.com/in/patriciaooi/>; see also <https://e27.co/user/yuqi/>
(accessed September 20, 2021).

1 20. Amazon is unaware of the true names and capacities of Defendants sued herein as
2 John Does 1–5 and therefore sues these Defendants by such fictitious names. Amazon will
3 amend this complaint to allege their true names and capacities when ascertained. Amazon is
4 informed and believes and therefore alleges that each of the fictitiously named Defendants, along
5 with the named Defendants (collectively “Defendants”), is responsible in some manner for the
6 occurrences herein alleged, and that Amazon’s injuries as herein alleged were proximately
7 caused by such Defendants.

8 **IV. AMAZON’S PRODUCT REVIEW SYSTEM**

9 21. Amazon pioneered online customer reviews 25 years ago, and Amazon.com is
10 now home to billions of unique reviews. Reviews provide a forum for customers to share
11 authentic feedback about products – positive or negative. As long as Amazon’s customers abide
12 by Amazon’s Community Guidelines,² which prohibit illegal, obscene, infringing, and other
13 abusive reviews, customers may review and rate any product available in Amazon’s stores.
14 Amazon does not remove reviews because they are critical; Amazon believes all helpful
15 information relevant to a product can inform its customers’ buying decisions. Honest and
16 unbiased reviews allow customers to trust that they can shop with confidence in Amazon’s store,
17 and reviews also help fulfill Amazon’s mission to be Earth’s most customer-centric company. In
18 short, Amazon takes the integrity and authenticity of its customer reviews very seriously.

19 22. Amazon encourages its customers to review products available in its stores.
20 Amazon displays these reviews on the detail pages for the products. Consumers rely on this
21 customer feedback to make informed purchasing decisions. Customers trust that these reviews
22 will be honest, authentic, and unbiased.

23 23. Each product review is comprised of a “star rating” that ranges from one star to
24 five stars and can also include textual comments and product images or video. Amazon compiles
25 these product reviews, summarizes the compiled star ratings, and displays those results alongside

26 _____
27 ² “Amazon Community Guidelines,”
<https://www.amazon.com/gp/help/customer/display.html?nodeId=GLHXEX85MENUMUE4XF> (accessed July 21,
2021).

1 the listed product for shoppers to see while they are shopping. An example of product reviews
2 for the Amazon Echo follows:

3 All-new Echo (4th Gen) | With premium sound, 4 smart home hub, and Alexa | Charcoal

5 Brand: Amazon

6 ★★★★★  37,955 ratings | 816 answered questions

7 **Amazon's Choice** for "alexa"

8  Climate Pledge Friendly

9 List Price: \$99.99

10 Price: **\$79.99** 

11 or 5 monthly payments of \$16.00

12 You Save: **\$20.00 (20%)**

13 May be available at a lower price from [other sellers](#), potentially without free Prime
14 shipping.

15 **In Stock.**

16  Sean M

17 ★★★★★ **The sound quality is impressive**

18 Reviewed in the United States on February 25, 2021

19 Color: Charcoal | Configuration: Echo | **Verified Purchase**

20 While I wouldn't replace our home theater system with this, the sound quality is REALLY good. For us that was a side benefit. Our smart home controller had been down
21 for some days (the company's viability is in question now) and through some research I learned that this level of Echo had some of the capability to fill that void.
22 Win/win for us as we have at least one of the Alexa products in every room of the house.

23

24

25  Reginald A. Tucker

26 ★★★★★ **Great! Personal assistant**

27 Reviewed in the United States on February 24, 2021

Color: Charcoal | Configuration: Echo | **Verified Purchase**

I love it

 Korey mahanay

★★★★★ **Goooooooooooood sound**

Reviewed in the United States on February 24, 2021

Color: Twilight Blue | Configuration: Echo | **Verified Purchase**

Absolutly amazing sound quality

1 24. Reviews can impact product sales in multiple ways. Most immediately, positive
2 reviews can encourage customers to purchase a product. In addition, reviews can influence a
3 product’s sales ranking: Amazon records and publishes “rankings” of products sold in its stores,
4 which is based on sales. Amazon uses product sales data to create its Best Seller Rank (“BSR”)
5 and also provides best seller lists for categories and subcategories of products. This information
6 is updated hourly to reflect recent and historical sales of nearly every product sold. This
7 information helps consumers understand which products are popular and how their sales are
8 trending, which may help influence shopping decisions. As such, reviews can indirectly increase
9 a product’s sales rank.

10 25. Additionally, where a customer decides to sort results of a search by average
11 customer rating, reviews and star ratings of a product directly impact the order in which that
12 customer sees products, with the product containing the highest average star rating appearing at
13 the top of the list.

14 **V. BUYER AND SELLER POLICIES AGAINST FAKE REVIEWS**

15 26. In order to review a product, an individual must have an Amazon account. As a
16 result, each reviewer of a product has agreed to and is bound by the Conditions of Use of
17 Amazon’s stores.

18 27. By agreeing to the Conditions of Use, each product reviewer enters into a
19 contractual relationship with Amazon.

20 28. Similarly, each seller who lists a product for sale in Amazon’s store has agreed to
21 and is bound by the Amazon Services Business Solutions Agreement.

22 29. By agreeing to the Amazon Services Business Solutions Agreement, each seller
23 enters into a contractual relationship with Amazon.

24 30. Amazon prohibits fake reviews, as clearly provided in its Community Guidelines³
25 which are part of its Conditions of Use and Business Solutions Agreement, which prohibit:

- 26 • Creating, modifying, or posting content in exchange for compensation of

27 ³ See fn. 2.

1 any kind (including free or discounted products, refunds, or
2 reimbursements) or on behalf of anyone else.

- 3 • Offering compensation or requesting compensation (including free or
4 discounted products) in exchange for creating, modifying, or posting
5 content.

6 31. The Business Solutions Agreement incorporates Amazon’s Customer Product
7 Review Policies, which expressly warns sellers that they may not offer a financial reward,
8 discount, free products, or other compensation in exchange for a review, and may not offer to
9 provide a refund or reimbursement after the buyer writes a review.

10 32. In addition, Amazon’s seller-facing website Seller Central provides additional
11 guidelines to sellers:⁴

12 If you decide to ask a buyer to leave a review, you may not ask for a
13 positive review or ask for reviews only from buyers who had a
14 positive experience, nor may you ask customers to change or remove
15 their review, or attempt to influence the review. For example, you
16 may not offer any compensation for a review, including money or gift
17 cards, free or discounted products, refunds or reimbursements, or any
18 other future benefits.

19 *Can I offer a voucher or a free gift?*

20 We do not permit reviews or votes on the helpfulness of reviews that
21 are posted in exchange for compensation of any kind, including any
22 of the following:

- 23 • Payment (including money or gift cards)
- 24 • Refund or reimbursement, including through non-Amazon payment methods
- 25 • Free product
- 26 • Entry to a prize drawing or competition
- 27 • Discounts on future purchases
- Other gifts

33. Amazon’s Seller Code of Conduct also makes clear that sellers “may not attempt
to influence or inflate customers’ ratings, feedback, and reviews.” Thus, the contracts that govern
customers’ and sellers’ access to using Amazon’s stores clearly prohibit the parties from
creating, posting, offering, or soliciting fake reviews.

34. Amazon takes the integrity of its customer reviews extremely seriously. As part of

⁴ “Answers to Questions About Product Reviews,”
https://sellercentral.amazon.com/gp/help/external/G201972160?language=en_US (accessed July 21, 2021).

1 its efforts to ensure the authenticity of reviews, Amazon has developed sophisticated
2 technologies and protocols to detect and remove such reviews from its stores. Amazon analyzes
3 every review that is submitted and continues to scour its stores for fake reviews if they are
4 published, stops or removes fake reviews when it finds them, and takes enforcement actions
5 against the sellers who post and/or purchase fake reviews. Amazon is constantly innovating to
6 improve its ability to identify and remove fake reviews, but when that abuse takes place away
7 from Amazon's websites, bad actors are emboldened to act in direct contravention of Amazon's
8 policies and the law.

9 **VI. AMAZON'S PAID REVIEWS PREVENTION EFFORTS**

10 35. Unfortunately, at times unscrupulous sellers try to gain unfair competitive
11 advantages for their products in Amazon's stores by paying for false, misleading, and inauthentic
12 customer reviews. These reviews can significantly undermine the trust that consumers, sellers,
13 and manufacturers place in Amazon, which in turn tarnishes Amazon's brand.

14 36. Fake reviews can also harm consumers by providing misleading information
15 about the quality, authenticity, and nature of products, and harms other sellers who play by the
16 rules and earn positive reviews by offering high-quality products and excellent customer service.
17 By influencing sales volumes, fake reviews can also artificially inflate the rankings of reviewed
18 products.

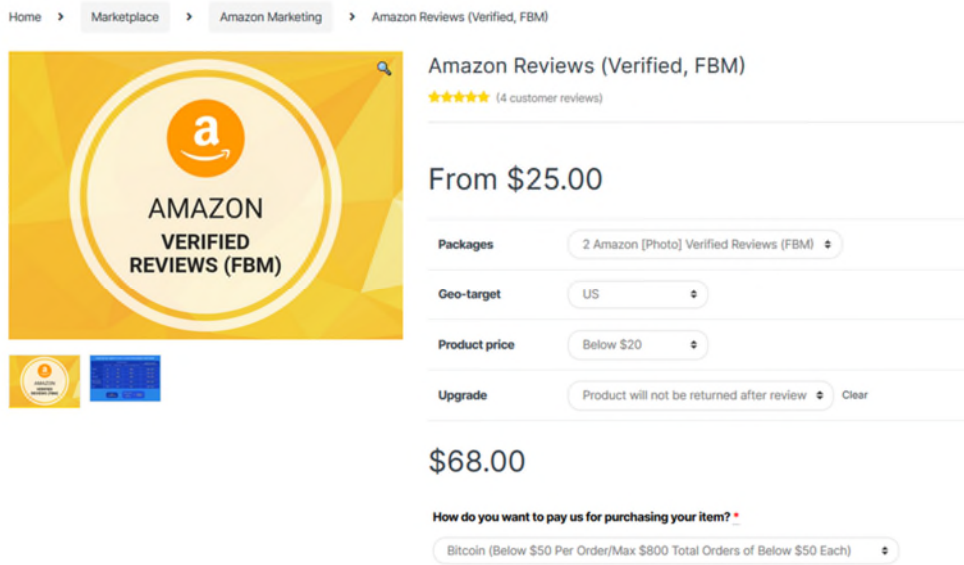
19 37. Amazon strictly prohibits any attempt to manipulate customer reviews and
20 expressly prohibits compensated reviews. Amazon's goal is to detect and remove abusive
21 reviews before a customer ever sees them, and thus Amazon invests significant financial and
22 personnel resources to protect its stores from abuse. When it detects a potentially abusive or
23 otherwise objectionable review, Amazon takes steps to protect customers through a variety of
24 enforcement actions, such as preventing further reviews from that customer, removing reviews,
25 and enforcing against associated selling and customer accounts.

1 **VII. DEFENDANTS' DECEITFUL ACTS**

2 38. Beginning at a time unknown to Amazon but no later than November 2018,
3 Defendants obtained the domain name AppSally.com, a website through which they operate their
4 illicit business of selling fake reviews.

5 39. Through the AppSally website, Amazon sellers pay Defendants for a set number
6 of reviews and other services to manipulate their rankings.

7 40. Upon information and belief, AppSally itself sells packages (containing reviews).
8 A seller may purchase verified reviews directly from AppSally:



1 41. After payment, AppSally requires that a seller provide the specific product URL,
2 ASIN, and drafts of the purchased fake reviews.
3

4 **Completed**

5 **Amazon Reviews (Verified, FBM)**

6 Order #48888 - \$68.00
7 Geo: US
8 Type: below 20, product will not be returned
9 after review
10 product_payment: Bitcoin (Below \$50 Per
11 Order/Max \$800 Total Orders of Below \$50
12 Each)
13 payment_later: 1
14 Filled: 1

Description

GreatOnes Foam Golf Balls Multi Colored 12 Pack \n\n*Please be aware of
your surroundings to prevent injury or damage to your property when practicing
indoors*

View

Tell people about your product. Please contact us at support@appsally.com if you have any messages
or remarks.

Product URL

https://www.amazon.com/dp/B093N8MQR2

Sold by

Intrack

Seller name NOT brand name.

ASIN

B093N8MQR2

Service

4-5 star positive review

Full Text Keyword

I bought these to use inside my garage, hitting off a mat. For foam golf balls
they give you pretty good feedback as to how you are striking it. They appear to
be very durable, at least so far. They will bounce around quite a bit so I may end
up buying a net as well. Overall I am happy.

1/2

Next

1 42. Sellers are instructed to ship empty boxes and to provide photos that they would
2 like to have uploaded with the reviews. As promised, the purchased fake reviews, along with the
3 transmitted photos, appear on the Amazon product page in short order.



16 43. Upon information and belief, this abuse is happening on a much larger scale.
17 AppSally’s homepage boasts “10,592 customers,” “563 marketers,” and “365 services.”

18 44. Upon information and belief, Defendants knew that Amazon maintains
19 contractual relationships with sellers and with product reviewers.

20 45. At all times, Defendants knew that Amazon has contractual prohibitions against
21 fake reviews and thus, would be incentivizing sellers to violate their contracts with Amazon.
22 Defendants further knew and intended that their business of selling fake reviews would
23 improperly manipulate the published ratings and ranking of products listed for sale in Amazon’s
24 stores, resulting in the deception of Amazon’s customers and the erosion of customer trust in
25 Amazon’s stores.

1 **VIII. REPUTATIONAL HARM TO AMAZON**

2 46. Fake reviews threaten Amazon’s reputation and erode trust with consumers.
3 Product reviews are an important part of a customer’s shopping experience, and customers rely
4 on the accuracy and authenticity of reviews to inform their shopping decisions. When reviews
5 are false, inaccurate, or misleading, customers’ expectations for product quality and performance
6 are not fulfilled. When reviews are not trustworthy, consumers lose confidence in the quality and
7 performance of products and associated ratings in Amazon’s stores and are less likely to
8 purchase products.

9 47. Similarly, fake reviews threaten to undermine the trust of honest sellers who
10 attempt to sell products in Amazon’s stores. When dishonest sellers use fake reviews to gain a
11 competitive advantage, they harm honest sellers who, in turn, lose faith in the integrity of the
12 Amazon marketplace.

13 48. As a result of review abuse perpetuated in Amazon’s stores by bad actors, there
14 has been widespread media attention to fake reviews in Amazon’s stores.

15 49. The Wall Street Journal published a story regarding fake reviews in Amazon’s
16 stores on June 13, 2021, titled, “Fake Reviews and Inflated Ratings Are Still a Problem for
17 Amazon.”⁵ The article focuses on sellers and third parties who encourage reviews abuse against
18 Amazon policies.

19 50. Two days later, Amazon received its first inquiry from Congress, by Senator
20 Roger Wicker, Ranking Member of the Senate Commerce Committee, regarding the work
21 Amazon does to ensure reviews are authentic and inquiring whether reviews abuse in Amazon’s
22 stores detailed in the Wall Street Journal article is widespread.

23 51. Buyers who become aware of these articles and investigations, as well as those
24 solicited by incentives to leave a review, could lose trust in Amazon as a resource for unbiased
25 product reviews.

26 ⁵ “Fake Reviews and Inflated Ratings Are Still a Problem for Amazon,” Wall Street Journal,
27 <https://www.wsj.com/articles/fake-reviews-and-inflated-ratings-are-still-a-problem-for-amazon-11623587313>
(accessed September 20, 2021).

1 52. Sellers in Amazon’s stores also complain that reviews abusers create an unfair
2 environment for competition and steal sales from well-intentioned businesses.

3 53. Multiple sellers have complained to Amazon about fake reviews with comments
4 like, “It is very disadvantageous to compete with sellers who manipulate the reviews in this
5 way.”

6 54. Accordingly, as a result of bad actors’ perpetuation of reviews abuse, Amazon has
7 suffered substantial reputational harm.

8 **FIRST CLAIM FOR RELIEF**
9 **Consumer Protection Act (RCW Ch. 19.86)**

10 55. Amazon incorporates by reference the allegations of each and every one of the
11 preceding paragraphs as though fully set forth herein.

12 56. Defendants have engaged in unfair and deceptive acts and practices occurring in
13 trade or commerce in violation of the Washington Consumer Protection Act, RCW Ch. 19.86.

14 57. Defendants’ actions were injurious to the public interest. The acts were committed
15 in the course of Defendants’ business and caused the public dissemination of false consumer
16 reviews designed to trick consumers. Defendants’ acts had the capacity to and did, indeed, harm
17 consumers.

18 58. Defendants’ unfair and deceptive business practices have unjustly harmed
19 Amazon and are causing Amazon to suffer damages.

20 59. Amazon is entitled to treble damages and attorneys’ fees, pursuant to RCW
21 19.86.090.

22 60. As a result of such unfair and deceptive acts and practices, Amazon has also
23 suffered irreparable injury and, unless Defendants are enjoined from such unfair competition,
24 will continue to suffer irreparable injury, whereby Amazon has no adequate remedy at law.

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SECOND CLAIM FOR RELIEF
Intentional Interference with Contractual Relations

61. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

62. Amazon maintains contracts with each seller of goods in Amazon's stores, as each such seller agreed to the Amazon Services Business Solutions Agreement.

63. Amazon maintains contracts with each reviewer of goods in Amazon's stores, as each such user agreed to the Amazon Conditions of Use.

64. Defendants have knowledge of these contracts and the contractual prohibitions against paid reviews.

65. Defendants intended to disrupt and with malice and through unfair means did interfere with the performance of these contracts.

66. As a result of Defendants' actions, Amazon has been harmed.

THIRD CLAIM FOR RELIEF
Unjust Enrichment/Restitution

67. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

68. Defendants unjustly received benefits in the form of payments from Amazon sellers in exchange for fake reviews, at Amazon's expense through their wrongful conduct, including their interference with Amazon's business relationships and other unfair business practices. Defendants continue to unjustly retain these benefits at Amazon's expense. It would be unjust for Defendants to retain any value they obtained as a result of their wrongful conduct.

69. Amazon is entitled to the establishment of a constructive trust consisting of the benefit conferred upon Defendants by the revenues derived from their wrongful conduct at Amazon's expense and all profits derived from that wrongful conduct. Amazon is further entitled to full restitution of all amounts in which Defendants have been unjustly enriched at Amazon's expense.

1 **PRAAYER FOR RELIEF**

2 **WHEREFORE**, Amazon respectfully requests judgment as follows:

3 1. That the Court issue permanent and injunctive relief against Defendants and that
4 Defendants, their officers, agents, representatives, servants, employees, attorneys, successors and
5 assigns, and all others in active concert or participation with Defendants be enjoined and ordered
6 to:

- 7 (a) Cease and desist from selling or facilitating the sale of Amazon reviews;
8 (b) Provide information sufficient to identify each Amazon review created in
9 exchange for payment and the accounts and persons who created or paid for
10 such reviews; and
11 (c) Cease and desist from assisting, aiding, or abetting any other person or
12 business entity in engaging in or performing any of the activities referred to
13 in subparagraph (a) above.

14 2. That the Court enter an Order requiring Defendants to disgorge their profits and
15 declaring that Defendants hold in trust, as constructive trustees for the benefit of Amazon, their
16 illegal profits gained from the sale of fake reviews and requiring Defendants to provide Amazon
17 with a full and complete accounting of all amounts obtained as a result of Defendants' illegal
18 activities;

19 3. That the Court enter an Order instructing Defendants, jointly and severally, to pay
20 Amazon's general, special, actual and statutory damages, including treble damages pursuant to
21 RCW Ch. 19.86;

22 4. That the Court Order Defendants to pay Amazon both the cost of this action and
23 attorneys' fees incurred in prosecuting this action; and

24 5. That the Court grant Amazon such additional and further relief as is just and
25 proper.

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1 DATED this 22nd day of February, 2022.

2 Davis Wright Tremaine LLP
3 Attorneys for Plaintiffs

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