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7 UNITED STATES DISTRICT COURT
8 FOR THE WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 LAURA ABBOTT, an individual, SIMA
11 HERNANDEZ, an individual, MELISSA
12 URBANCIC, an individual, and JILL CAPPEL,
an individual, individually and on behalf of all
others similarly situated,

13 Plaintiffs,

14 vs.

15 AMAZON.COM, INC., a Delaware
16 corporation,

17 Defendant.

Case No.: 23-CV-1372

COMPLAINT—CLASS ACTION

DEMAND FOR JURY TRIAL

Plaintiffs Laura Abbott, Sima Hernandez, Melissa Urbancic, and Jill Cappel, hereby bring this action, individually, and on behalf of a nationwide class, against Defendant Amazon.com, Inc. (“Amazon”), for charging consumers for returned items in violation of its own refund and exchange policies’ terms.

I. NATURE OF THE ACTION

1. Amazon’s Returns Policies promise that a customer can return most items sold or fulfilled by Amazon within 30 days for a full refund.¹

2. In some circumstances, Amazon offers its customers the option of receiving an “instant refund,” by which Amazon will refund the cost of the item when the customer drops off the product to be returned, but before Amazon physically receives the returned item. If Amazon does not receive the returned item within the return window, Amazon re-charges the customer the total sale price of the item.

3. Amazon’s Returns Policies have been lauded by many, are material to consumers’ purchase decisions, and are important to Amazon’s success. One national study revealed that 81% of consumers surveyed agreed with the statement: “If an online retailer makes it easier for me to return a product, I am more likely to buy from that retailer.”²

4. In practice, however, Amazon routinely fails to deliver on its promise of free, no hassle returns and instead re-charges customers who have returned items within the return window, despite Amazon’s own records establishing that it has received such items. This practice both breaches its contract with its customers and is unfair and deceptive, causing those

¹ See Amazon Returns Policies, <https://www.amazon.com/gp/help/customer/display.html?nodeId=GKM69DUUYKQWKWX7> (last visited July 5, 2023). Notable exceptions to the 30-day window are: Amazon Renewed products, which can be returned “within 90 days of receipt of shipment (or within 1 year of receipt of a Renewed Premium product)”; baby items, which can be returned “within 90 days of receipt of shipment”; items purchased from a baby registry, which can be returned “within 365 days after receipt of shipment”; items purchased from an Amazon Birthday Gift List, which can be returned “within 90 days of delivery”; items purchased from an Amazon Custom Gift List, which can be returned “within 90 days of delivery”; mattresses, which can be returned or refunded “for any reason within 100 days of receipt of shipment”; items purchased from a wedding registry, which can be returned “within 180 days of delivery”; and items purchased during the Holiday Season, the purchase dates of which vary annually but Amazon generally provides for extended returns until January 31.

² See Forrester Consulting, *Crafting a Returns Policy that Creates a Competitive Advantage Online*, April 2008, https://www.ups.com/media/en/returns_forrester.pdf.

1 who take notice of the re-charges frustration and hours of lost time in dealing with Amazon
 2 customer service representatives to reverse these improper charges. Worse, these practices result
 3 in substantial unjustified monetary losses by those who either do not notice these re-charges, are
 4 deterred by the inconvenience of having to figure out what happened and how to fix it, or are
 5 unable to convince Amazon to fulfill the terms of its agreed Returns Policies.

6 5. Plaintiffs bring this action to recoup Amazon's unlawful charges on their own
 7 behalf and on behalf of a nationwide class of other Amazon customers.

8 **II. PARTIES, JURISDICTION AND VENUE**

9 6. Plaintiff Laura Abbott is a natural person and a citizen of Minnesota.

10 7. Plaintiff Sima Hernandez is a natural person and a citizen of Illinois.

11 8. Plaintiff Melissa Urbancic is a natural person and a citizen of Illinois.

12 9. Plaintiff Jill Cappel is a natural person and a citizen of Missouri.

13 10. Amazon is a Delaware corporation with principal executive offices located at 410
 14 Terry Avenue North, Seattle, Washington 98109. Amazon is also the world's largest online
 15 retailer. A report published by Statista Research on February 14, 2023, states that Amazon's net
 16 revenue in 2022 was almost \$514 billion.³ The report also found that as of 2022, Amazon
 17 generates the majority of its revenues through online retail product sales.

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

23 12. This Court has personal jurisdiction over Amazon because it is at home in the
 24 jurisdiction. Amazon conducts substantial business in the State of Washington and in King
 25 County, Washington. Defendant has sufficient minimum contacts with this State and sufficiently
 26

27
 28 ³ See Statista Research Department, *Annual net sales of Amazon 2004-2022*, Feb. 14, 2023,
<https://www.statista.com/statistics/266282/annual-net-revenue-of-amazoncom>.

1 avails itself to the markets of this State to render the exercise of jurisdiction by this Court
2 reasonable. Defendant maintains its corporate headquarters in this State.

3 13. Moreover, Amazon's Conditions of Use designate that any dispute related to the
4 use of Amazon services is to be adjudicated exclusively in King County, Washington.⁴

5 14. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b)(1)
6 because Amazon's principal place of business is King County, Washington, located in this
7 Judicial District.

8 **III. COMMON FACTS**

9 15. Amazon claims that its goal "is to make buying online as easy as possible" which
10 includes offering "free, convenient returns on most items delivered in the U.S."⁵

11 16. Accordingly, "Customers can buy with confidence knowing Amazon has great
12 selection, fast shipping, low prices, and easy, hassle-free returns."⁶ Amazon Vice President of
13 Worldwide Returns & ReCommerce Gopal Pillai recently boasted that Amazon "work[s] hard to
14 continue to raise the bar in offering a hassle-free returns experience to [Amazon's] customers."⁷

15 17. To return an item to Amazon, a customer navigates to "Your Orders" on the
16 Amazon.com website and selects the item she wishes to return, or clicks a link contained in the
17 customer's order confirmation email from Amazon, enters an explanation for the return, and
18 then chooses a drop-off location. Amazon emails the customer a quick response ("QR") code
19 that the customer presents with the item to be returned at the authorized drop-off location.

20 18. Customers may drop-off returns at over 18,000 locations at physical Amazon
21 stores, Whole Foods Markets, participating Kohl's and Staples locations, and The UPS Store.⁸

23 ⁴ See Amazon, *Conditions of Use*, last updated Sept. 14, 2022,
24 <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXX>.

25 ⁵ See About Amazon, *Amazon offers free returns with no box, tape, or label needed*, last updated June 23, 2023,
<https://www.aboutamazon.com/news/operations/free-returns-with-no-box-tape-or-label-needed>.

26 ⁶ *Id.*

27 ⁷ See Brett Molina, *Got an Amazon return? You can soon drop them off at Staples stores*, USA Today, June 28,
2023, <https://www.usatoday.com/story/tech/2023/06/28/amazon-returns-staples-dropoff/70364211007/>.

28 ⁸ See *id.*; see also Amazon, *Fast, Easy Returns Process*, <https://www.amazon.com/spr/returns> (last visited July 5, 2023).

19. Items to be returned can simply be handed to an associate of the drop-off location without a box or label, who will scan the QR code containing the return information and pack and ship the return for free.⁹

20. From there, the return is transported to one of Amazon's return processing centers, such as those located in Phoenix, Arizona; Hebron, Kentucky; Shepherdsville, Kentucky; Las Vegas, Nevada; Dallas, Texas; and Houston, Texas.

21. In some circumstances, Amazon offers its customers the option of receiving an "instant refund," whereby Amazon will refund the item's purchase price before Amazon receives the item to be returned. If Amazon does not receive the item to be returned, Amazon recharges the customer the sale price of the item.¹⁰

22. If the return is eligible for instant refund, the refund will be processed as soon as the customer drops off the product at the authorized drop-off location. Otherwise, the return is processed after the product arrives at the fulfillment center and the refund is approved.

23. Amazon processes billions of dollars in returns every year. In 2021, the National Retail Federation estimated that 16.6% of all merchandise sold during the holiday season was returned, up more than 56% from the year before.¹¹ For online purchases, the average return rate was even higher, at nearly 21%, up from 18% in 2020. The average return rate of Amazon products ranges between 5% to 15%, but the return rate for some categories, including consumer electronics and clothing, can be as high as 40%.

24. Amazon's return process and its representations concerning that process is uniform for all members of the class and can be illustrated through the following examples of recent Amazon purchases and returns completed by two of its customers:

⁹ See About Amazon, *Amazon offers free returns with no box, tape, or label needed*, last updated June 23, 2023, <https://www.aboutamazon.com/news/operations/free-returns-with-no-box-tape-or-label-needed>.

¹⁰ See Help & Customer Service, *Instant Refunds*, https://www.amazon.com/gp/help/customer/display.html?nodeId=901926&ref_=pe_1811570_154851900_E_CRetu [rnsRefundConfirmation](#) [Refund Policy](#) ("Instant refunds are either refunded to your credit card or issued as an Amazon.com Gift Card balance. You'll still need to return your items within 30 days.").

¹¹ See Katie Tarasov, *How Amazon plans to fix its massive returns problem*, CNBC, April 10, 2022, <https://www.cnn.com/2022/04/10/how-amazon-plans-to-fix-its-massive-returns-problem.html>.

A. Customer 1's experiences with Amazon.com returns

25. Customer 1 ordered two pairs of women's KuaiLu sandals through Amazon's website for \$29.99 each on April 13, 2023. The Amazon website listing indicated that the sandals were Prime eligible, shipped from Amazon, were "Eligible for Return, Refund or Replacement within 30 days of receipt," and could be returned for free. This language remains on Amazon's website.¹² See Figure 1.

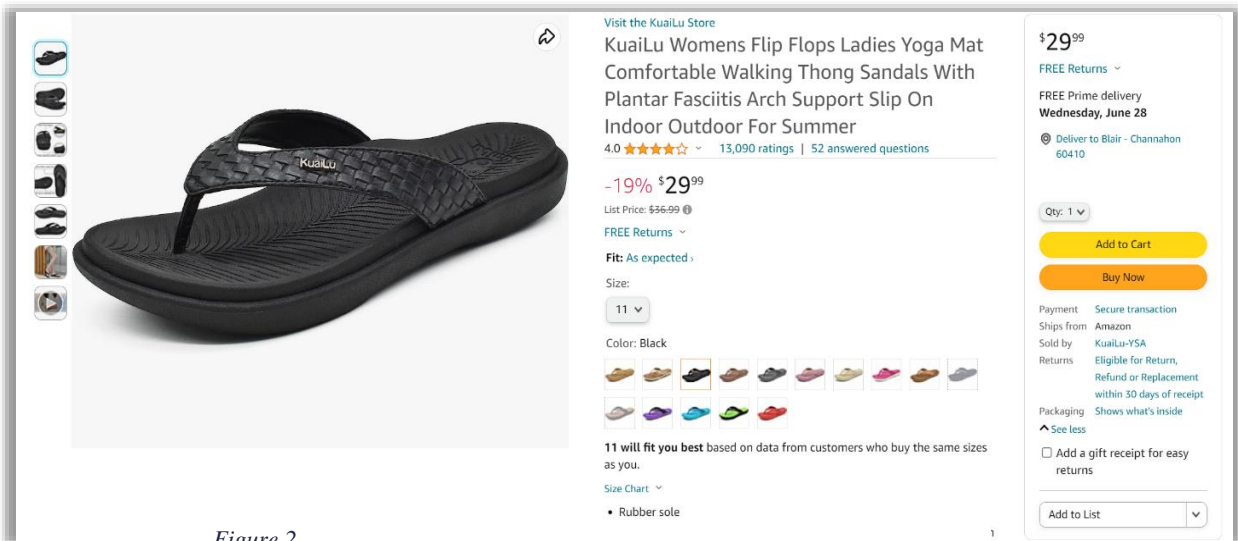


Figure 2

Figure 1

Eligible for Return, Refund or Replacement within 30 days of receipt

This item can be returned in its original condition for a full refund or replacement within 30 days of receipt.

[Read full return policy](#)

26. Hovering a mouse over the "Eligible for Return, Refund or Replacement within 30 days of receipt" hyperlink located next to "Returns" on the far right of Amazon website provides additional information. See Figure 2.

¹² See KuaiLu Womens Flip Flops, <https://www.amazon.com/KuaiLu-Comfortable-Walking-Sandals-Fasciitis/dp/B08XX374DT?r> (last visited August 17, 2023).

27. Clicking the “Read full return policy text” takes the user to Amazon’s About Our Returns Policies webpage.¹³ See Figure 3.

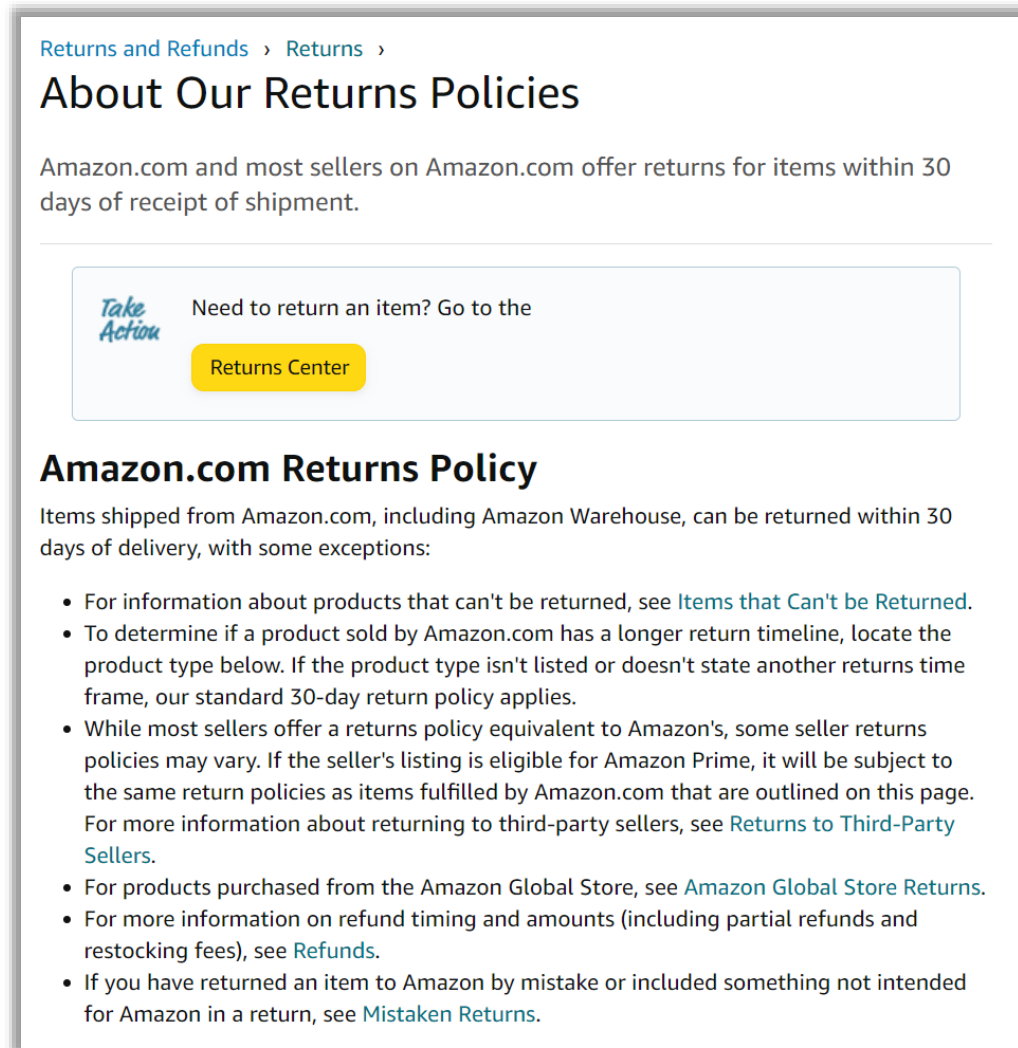


Figure 3

¹³ See Amazon Returns Policies, <https://www.amazon.com/gp/help/customer/display.html?nodeId=GKM69DUUYKQWKWX7> (last visited July 5, 2023). Amazon recently changed its Returns Policies, adding a provision stating that “If the item has already been sent back to us and you have received an email asking you return it or have been charged for item, we will reverse the charge as soon as the return is processed by us.” See Amazon Returns Policies, <https://www.amazon.com/gp/help/customer/display.html?nodeId=GKM69DUUYKQWKWX7> (last visited August 17, 2023).

28. Selecting the small caret to the right of FREE Returns hyperlink located in the center of the KuaiLu sandals product page elaborates. *See* Figure 4.

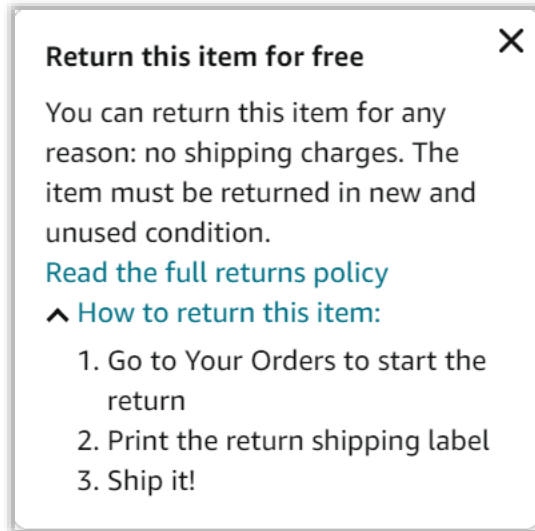


Figure 4

29. The sandals and other items were shipped to Customer 1 from Amazon on April 19, 2023, and Amazon charged Customer 1's Amazon's Gift Card balance the sales price and applicable tax that day. The sandals and other items were delivered to Customer 1's Illinois residence on April 20, 2023.

30. Customer 1 initiated a return of the two pairs of women's sandals on April 22, 2023 using Amazon's website.

31. That same day, Amazon emailed Customer 1 a "Return Summary" stating that Amazon had "accepted [her] return request" and instructing her to bring the items to the UPS Store, providing a QR code to be scanned at the store, and stating that all items "must be sent by May 21, 2023" and that she should "[s]how the return [QR] code below on [her] mobile device to an associate at THE UPS STORE, who [would] scan the QR code, pack, and ship [her] return." The Return Summary provided for an estimated refund of \$64.32 and further stated that Amazon would issue a refund "within 2 to 4 hours after we receive the items."

32. Customer 1 dropped off the two pairs of sandals at the UPS Store two days later on April 24, 2023 where she was issued a receipt by the UPS Store associate. Later that day, Amazon emailed Customer 1 a "Refund Confirmation" to notify her that it had issued a refund

for the sandals. The email noted that the “return is now complete.” But “[t]his is an advanced refund. If we don’t receive the items listed above, we may charge your original payment method.” That same day, the purchase price of the sandals and the corresponding sales tax were added to an Amazon Gift Card balance in Customer 1’s account.

33. Amazon’s own records confirmed the delivery of the items to the UPS Store and their delivery to its Shepherdsville, Kentucky return center on April 26, 2023. *See* Figure 5.

The screenshot displays the 'Returns Center > Track Your Return Shipment' page. It is divided into three main sections: 'Information about Return Shipment', 'Track your package', and 'More Information'.

Information about Return Shipment

Ship Carrier: UPS	Return Authorization: DphqVgrQRRMA
Tracking Number: 1Z4436180321383255	Destination: SHEPHERDSVILLE, KY, US
Status: Package delivered.	Estimated Arrival: Apr 26, 2023

Track your package

Date	Time	Location	Event Details
Apr 26, 2023	10:00 AM	Louisville KY US	Package delivered.
Apr 26, 2023	08:17 AM	---	Package left the carrier facility.
Apr 26, 2023	04:09 AM	Louisville KY US	Package arrived at a carrier facility.
Apr 24, 2023	08:12 PM	Rockdale IL US	Package arrived at a carrier facility.

More Information

Refunds are processed within 7 days once we receive your return. Shortly after, you'll receive an e-mail message confirming your refund.

Figure 5

34. Nevertheless, on May 29, 2023 more than a month after Amazon received the sandals, Amazon emailed Customer 1 a “Return Reminder” to remind her to return one of the two pairs of sandals. “We’ve issued your refund in advance, but still expect to receive the return. Send the item back by Thu, Jun 8 to avoid being charged again.” The email further stated that: “Your original payment method or another valid payment method in your A/C will be charged \$32.16 [\$29.99 plus \$2.17 tax] if you don’t send the item back by Thu, Jun 8.”

35. Following the link in the Return Reminder to “View return & refund status” took the customer to the Order Details page for the Amazon order containing the sandals. One pair of sandals indicate that they were “Refunded” and the “return [was] in transit.” For another pair of sandals the Return was listed as complete. *See* Figure 6.

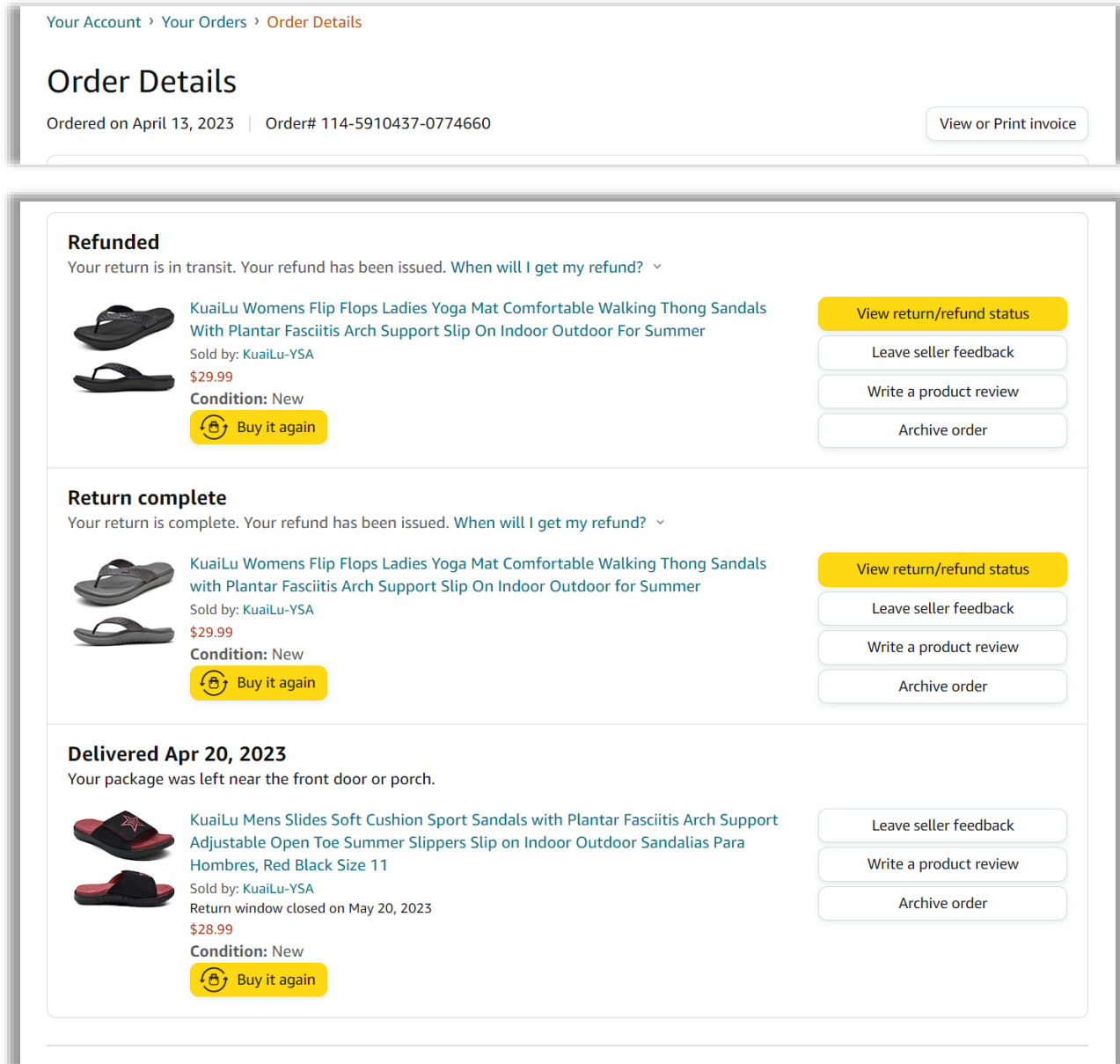


Figure 6

36. Selecting the “View return/refund status button” took the customer to a page that indicated that one pair of sandals was received on April 26, 2023 but the other was marked as

“Return in transit.” No other information was available from this page. There was no link to the Return Center page discussed in ¶ 35 that provided shipment tracking information. See Figure 7.

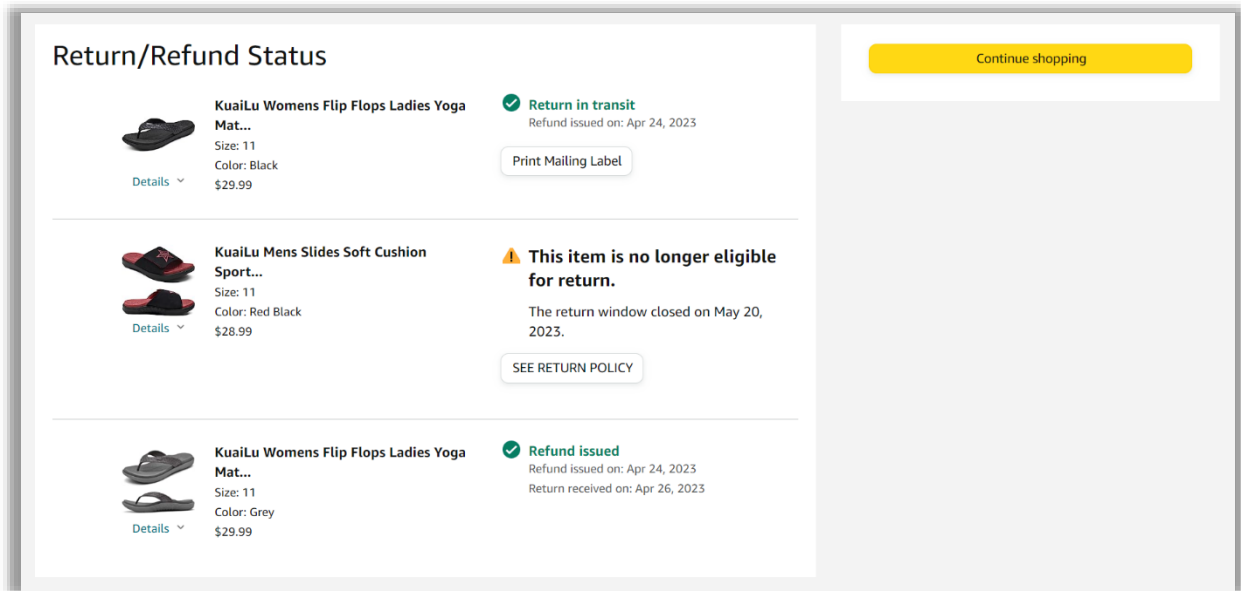


Figure 7

37. On June 14, 2023, Amazon emailed Customer 1 a “Charge Confirmation” stating that it had charged her original payment method the sale price and tax again for a pair of returned sandals because Amazon had not received the return. However, Amazon noted “[i]f you’ve already sent the item back, we’ll revert the charges when your return is received.” The Charge Confirmation contained a link to “View return & refund status” which led to the same Order Detail page described in ¶35. That day, Customer 1’s credit card was charged \$32.16 by Amazon for order number 114-5910437-0774660.

38. On June 15, 2023, Customer 1 contacted Amazon customer support by live chat. After waiting to be connected to an agent, the following conversation occurred:

AMZN: Hello, My name is syed. I’ll be happy to help you. Hope you are doing good? May I know the issue you are facing?

10:26 AM

CUST1: I purchased a pair of flip flops, returned them, [and] was issued a refund. I then got charged for them again yesterday and I would like to know why.

1 10:27 AM

2 **AMZN:** I'm so sorry for the inconvenience you've experienced in this case.
3 Could you please help me with the order Id? So that I can check it
4 for you. Could you please help me with the order Id?

5 10:27 AM

6 **CUST1:** Order# 114-5910437-0774660

7 10:28 AM

8 **AMZN:** Thank you. Could you please stay connected for 2 minutes while I
9 look into this?

10 10:28 AM

11 **CUST1:** Yes.

12 **AMZN:** Thank you for staying connected. I'll take this as a feedback and
13 forward it the concern team and make sure that this will not
14 happen again. Sorry for the mix-up. I'm going to request a refund
15 of \$32.16 to your OriginalPurchaser [sic] You should see it within
16 5 to 7 business days. it was nice assisting you:) anything else that
17 needs to be taken care of?

18 10:29 AM

19 **CUST1:** I don't understand. Why was I charged? Do you have tracking
20 information on this item that you can provide me?

21 10:30 AM

22 **AMZN:** Due to some system technical issue, you have charged on [sic]
23 return item. I have proceeded [sic] refund of the amount you have
24 charged

25 10:31 AM

26 **CUST1:** Can you tell me when this item was received by Amazon?

27 10:31 AM

28 **AMZN:** Sure. On April 26 amazon receive item.

10:33 AM

CUST1: Ok. Let me make sure I understand. I sent the item back, Amazon had it and then charged me anyway because of a “system technical issue?”

10:34 AM

AMZN: Yes.

10:34 AM

CUST1: This has happened to me before and I was told something similar. Why does this keep happening?

10:35 AM

AMZN: i will make a note from my end to our leadership about this issue. I assure you. You will not face this issue again. Please be assured, it will not repeat again.

10:36 AM

CUST1: It should not be the customer’s responsibility and inconvenience to be charged and have to chat/call to get a refund.

10:36 AM

AMZN: I am really sorry for the inconvenience caused. i understand your concern. This is not what we want our valuable customers like you to experience.

10:37 AM

39. Two hours and thirty minutes later, \$32.16 was refunded to Customer 1’s credit card.

40. On February 26, 2023, Customer 1 purchased two baby swaddle sacks through Amazon’s website for \$14.99 each. The Amazon website listing indicated that the swaddle sacks were Prime eligible, would ship from Amazon, were “Eligible for Return, Refund or Replacement within 30 days of receipt,” and could be returned for free.

1 41. The swaddle sacks and other items were shipped to Customer 1 from Amazon on
2 February 27, 2023 and Amazon charged Customer 1's Amazon's Gift Card balance the sales
3 price and applicable tax that day. The swaddle sack and other items were delivered to Customer
4 1's Illinois residence the same day.

5 42. Customer 1 initiated a return of the two swaddle sacks on March 20, 2023, using
6 Amazon's website.

7 43. That same day, Amazon emailed Customer 1 a "Return Summary" stating that
8 Amazon had "accepted [her] return request" and instructing her to bring the items to the UPS
9 Store, providing a QR code to be scanned at the store, stating that all items "must be sent by
10 May 30, 2023," and that she should "[s]how the return [QR] code below on [her] mobile device
11 to an associate at THE UPS STORE, who [would] scan the QR code, pack, and ship [her]
12 return." The Return Summary provided for an estimated refund of \$32.16 and further stated that
13 Amazon would issue a refund "within 2 to 4 hours after we receive the items."

14 44. Customer 1 dropped off the two swaddle sacks at the UPS Store that same day,
15 where she was issued a receipt by the UPS Store associate. Later that day, Amazon emailed
16 Customer 1 a "Refund Confirmation" to notify her that it had issued a refund for the swaddle
17 sacks. The email noted that the return was "complete." But it went on to state that "[t]his is an
18 advanced refund. If we don't receive the items listed above, we may charge your original
19 payment method." That same day, the purchase price of the swaddle sacks and the corresponding
20 sales tax were added to an Amazon Gift Card balance in Customer 1's account.

21 45. Amazon's records indicate its receipt of the returned swaddle sacks on March 24,
22 2023.

23 46. Nevertheless, on April 24, 2023, a month after Amazon received the swaddle
24 sacks, Amazon emailed Customer 1 a "Return Reminder" to remind her to return one of the
25 swaddle sacks. The email instructed Customer 1 to "Send the item back by Thu, May 4 to avoid
26 being charged again." The email further stated that: "Your original payment method or another
27 valid payment method in your A/C will be charged \$16.08 [\$14.99 plus \$1.09 tax] if you don't
28 send the item back by Thu, May 4."

47. Following the link in the Return Reminder to “View return & refund status” took the customer to the Order Details page for the Amazon order containing the swaddle sacks. One swaddle sack indicated that the purchase was “refunded.”

48. Selecting the “View return/refund status button” took the customer to a page that indicated that one swaddle sack was received on March 24, 2023, but the other was marked as “Return in transit.” No other information was available from this page. There was no link to the Return Center page discussed in ¶ 33 that provided shipment tracking information.

49. On May 9, 2023, Amazon emailed Customer 1 a “Charge Confirmation” that stated it had charged her original payment method the sale price and tax again for one of the swaddle sacks because Amazon had not received the return. However, Amazon assured her that “[i]f you’ve already sent the item back, we’ll revert the charges when your return is received.” The Charge Confirmation contained a link to “View return & refund status” which led to the same Order Detail page described in ¶ 35. That day, Customer 1’s credit card was charged \$16.08 by Amazon for order number 113-8630962-9859404.

50. Customer 1 did not notice the charge to her credit card nor the Charge Confirmation email until reviewing her account on June 20, 2023. Upon discovering the charge, Customer 1 initiated a customer service chat from the Amazon app on her mobile phone which opened an automated chat with a chatbot.

51. The chatbot immediately recognized the problem. A transcript of the chat session between Customer 1 and the Amazon customer service chatbot is below:

AMZN: Hi! It's Amazon's messaging assistant again. Enrich YLife Baby Cotton Sleeping Bag Split Swaddle Sack Wearable Blanket for Boys and Girls, 4 Season, 6-12 Months (Grey 1) Is this what you need help with?

7:14 PM

CUST1: Yes, that’s it

7:14 PM

1 **AMZN:** OK, looks like we received this item. Thanks for returning it. Give
2 us 3 to 5 business days to credit your money back to you. Amazon
3 takes up to 5 business days to process a refund. If you don't see it
4 after 5 days, please come back here for help. You can track your
5 refund status.

6 7:14 PM

7 **CUST1:** Need a Customer Service Associate

8 7:15 PM

9 **AMZN:** Sorry, but it looks like you're going to have to wait a bit to talk to
10 someone over the phone. You can chat with an associate now or go
11 back to your Customer Service hub to fix most issues. What do
12 you prefer?

13 7:15 PM

14 **CUST1:** Chat with an associate now

15 **AMZN:** If you have details you think would help the associate, type them
16 here. An associate will join the chat.

17 7:15 PM

18 **CUST1:** Can you tell me when Amazon received this item back?

19 7:15 PM

20 **AMZN:** Rahman has joined and will be ready to chat in just a minute.
21 Hello, Thank you for contacting Amazon. My name is Rahman.
22 And I will be assisting you from here.

23 7:16 PM

24 **CUST1:** Hello.

25 7:16 PM

26 **AMZN:** Hi [Customer 1] I apologize for the inconvenience caused. I'll
27 definitely look into this for you. Please allow me a minute to check
28 the details for you. Thank you for staying connected. Upon

checking i see this order was delivered back to our fulfillment center on March 24, 2023.

7:20 PM

CUST1: Then why was I charged on 5-9-23 which was 1.5 months after Amazon received it?

7:21 PM

AMZN: I am sorry for the inconvenience caused to you. Let me check this for you. Please allow me a minute. Thank you for staying connected. Sorry for the mix-up. I'm going to request a refund of \$16.08 to your Original Purchaser right away. You should see it within 5 to 7 business days. Stay assured you wont be charged for this item again. Apart from this is there anything else i can assist you with Today?

7:23 PM

CUST1: That doesn't really answer my question. Why was I charged? I sent the item back, Amazon had it on time but my card was charged anyway. I'd like to understand why.

7:24 PM

AMZN: Since there was no update on the tracking in fulfillment center they Mixed up this return and you were charged for this. No worries i have taken care of this and issued a refund for this order and you wont be charged again for this order. Is there anything else I can assist you with today?

52. Two hours and thirty minutes later, Amazon refunded \$16.08 to Customer 1's credit card.

B. Customer 2's experiences with Amazon.com returns

53. Customer 2 purchased a travel bag from Amazon on February 11, 2023, for a total purchase price of \$21.74. On February 13, 2023, Customer 2 requested a return, and

Amazon generated a QR code and instructions to drop off the item at a local UPS Store by March 16, 2023.

54. Customer 2 dropped-off the item at a UPS Store on February 27, 2023. The same day, Amazon issued a refund of \$21.74 that was added to her Amazon gift card balance.

55. Twenty-four days later, on March 23, 2023, Amazon emailed Customer 2 a “Return Reminder” to remind her to return her already returned travel bag. The email stated as follows: “We’ve issued your refund in advance, but still expect to receive the return. Send the item back by Sun, Apr 2 to avoid being charged again.” The email further stated that: “Your original payment method or another valid payment method in your A/C will be charged \$21.74 [\$19.99 plus \$1.75 tax] if you don’t send the item back by Sun, Apr 2.”

56. On April 7, 2023, Amazon emailed Customer 2 a “Charge Confirmation” to say that it had charged her the sale price and tax again for the travel bag because Amazon had not received the return. Amazon noted “[i]f you've already sent the item back, we'll revert the charges when your return is received.” On that same day, Amazon charged \$21.74 to Customer 2’s debit card.

57. Upon discovery of the debit card charge, Customer 2 reached out to the third-party seller of her travel bag and had the following interaction:

Jun 17, 2023 11:18 AM

CUST2: I returned this item. It is still claiming it’s in transit. You had issued me a credit for \$21.74 refund issued on Feb 16, 2023. then on April 10th I realized that you recharged me. When will you send me a refund again as the item was shipped back using ups and you acknowledged that it was shipped. Again \$21.74 refund amount I am owed.

Jun 18, 2023 10:11 PM

SELLER: Dear [Customer 2], Thanks for your message. As delivery and returns for our products are processed through Amazon logistics, we’re unable to check the return information and resolve this issue

here from our ends. For return information, we kindly suggest you to contact Amazon customer service directly by phone or e-mail through the Contact Us link found on any Amazon.com Help page : <http://www.amazon.com/contact-us/> Here are Amazon customer service phone numbers: U.S. and Canada: 1-866-216-1072 International: 1-206-266-2992 Upon receipt of your request, they will check it and solve the issue for you immediately. Of course, if there are any problems or you need any help, just feel free to contact us and we're here at your service. Have a good day. Best regards, BAGSMART SUPPORT

58. On June 21, Customer 2 contacted Amazon customer service to further inquire about her return. The chat transcript with Amazon is as follows:

AMZN: Hello [Customer 2] Hope you are doing well.

7:14 PM

CUST2: I sent back and [sic] item that I returned but I was charged.

7:14 PM

AMZN: I am sorry to know that you got charged again for a returned item.

Please don't worry, now that you're connected to me, I will do my

best to sort this out for you. Please allow me a moment to check

the details. Thank you for waiting. I see that we received this

package. I have refunded the charge back to your card. Refund:

\$21.74 You'll see the refund in the next 3-5 business days.

7:20 PM

CUST2: Can you tell me when the item was received by Amazon?

7:20 PM

AMZN: Yes, it is received. I have taken care of it now.

7:21 PM

CUST2: When was it received?

1 7:21 PM

2 **AMZN:** It was received in the last week of February.

3 7:22 PM

4 **CUST2:** Can you tell me what date?

5 7:22 PM

6 **AMZN:** Since it has been a few months the exact UPS tracking is currently
7 not available. It will not show the date currently.

8 7:24 PM

9 **CUST2:** I don't really understand. I sent the item back and you can't see
10 tracking but you charged me anyway?

11 7:24 PM

12 **AMZN:** Once the package is delivered to us by UPS, it needs to be scanned
13 at the return center. It seems that the package was not scanned to
14 complete the return. I have taken care of it now. You will not have
15 to worry about it anymore.

16 7:25 PM

17 **CUST2:** Does this happen often?

18 7:25 PM

19 **AMZN:** It is very rare and does not happen often. I have requested the
20 refund for this charge and you will be getting it within 3-5
21 business days.

22 7:26 PM

23 **CUST2:** What if I had not noticed my bank account being charged. Would
24 Amazon have just kept my money?

25 7:27 PM

26 **AMZN:** We send email notifications in advance to notify of such charges.
27 Once a charge is made, a notification for it is also sent via email. In
28

1 case there is an error, you can contact us and we are happy to help
2 you before the charge is made or after the charge.

3 7:29 PM

4 59. On June 22, 2023 Customer 2 was issued a refund of the purchase price
5 and applicable tax to her debit card.

6 60. On information and belief, the experiences of Customers 1 and 2 are
7 typical of Amazon customers nationwide.

8 **C. Plaintiff Laura Abbott's experiences with Amazon.com returns**

9 61. Plaintiff Laura Abbott purchased a Chuangyinggo three-piece set of Easter
10 baskets for \$24.99 from Amazon on March 23, 2023, along with another set of three Easter
11 baskets. She used a coupon reducing her total by \$13.50. On April 23, 2023, Ms. Abbott
12 submitted a request to return the six Easter baskets and two travel mugs, she was provided with
13 two QR codes and was instructed to drop off the returns at a local UPS Store by April 24, 2023.

62. Ms. Abbott timely dropped-off the returns in new and unused condition at a UPS Store on April 24, 2023, at 4:50 PM, Mountain Time. UPS provided her with a receipt showing the RMA numbers for the two returns. DZ4MVlrmRRMA contained the return which included the Chuangyinggo set of three baskets and 2 travel mugs. The DW4BVWrmRRMA is the RMA for the other three-piece Easter Bunny baskets. See Figure 8.

Drop-Off Package Receipt: 1 of 1
THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

DROPOFF LOCATION: THE UPS STORE #4337 4833 FRONT ST STE B (303) 688-5999		DROPOFF DATE/TIME: Mon 24 Apr 2023 4:50 PM	
CUSTOMER: Not Provided ID Type: Not Provided		ESTIMATED PICKUP DATE: UPS Mon 24 Apr 2023 2pkgs	
TOTAL PACKAGES:		2pkgs	

TRACKING/REFERENCE	CARRIER & SERVICE	WEIGHT
DW4BVWrmRRMA	Contact Amazon for status	0.90 lb
DZ4MVlrmRRMA	Contact Amazon for status	3.92 lb

THIS RECEIPT LISTS EACH PACKAGE RECEIVED BY THE UPS STORE #4337 AND INDICATES THE INFORMATION FOR EACH PACKAGE HAS BEEN TRANSMITTED TO EACH CARRIER'S DATA SYSTEM. PACKAGES WITH OFFLINE LABELS WILL BE UPDATED AND PROCESSED BY THE UPS STORE PERSONNEL AND TRANSMITTED TO EACH CARRIER'S DATA SYSTEM AFTER A CONNECTION IS REESTABLISHED. THIS RECEIPT IS NOT CONFIRMATION THE CARRIER HAS PICKED UP THE PACKAGE. TO VERIFY THE STATUS OF A PACKAGE, GO TO [HTTP://THEUPSTORE.COM](http://theupsstore.com), SELECT TRACKING, THEN ENTER TRACKING #. IF YOU SELECTED A NO PACKAGING OPTION FOR YOUR RETURNED ITEM, PLEASE CONTACT THE VENDOR WITH THE LISTED TRACKING/REFERENCE NUMBER FOR RETURN/REFUND STATUS. THE UPS STORE DOES NOT MAINTAIN RETURN/REFUND STATUS FOR VENDORS. YOU ACKNOWLEDGE THAT THE SHIPMENT SERVICES PROVIDED BY THE UPS STORE #4337 FOR THE LISTED PACKAGES ARE SUBJECT TO AND GOVERNED BY EACH CARRIER AGREEMENT, IF APPLICABLE. THE RATES AND SERVICE GUIDE FOR EACH CARRIER, AND THE TARIFF IN EFFECT AT THE TIME OF SHIPMENT.

Powered by iShip(r)
04/24/2023 04:52 PM Pacific Time

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RRD 012 02

Figure 8

63. Later that day, Ms. Abbott received a confirmation email from Amazon that it had issued her a refund for her returns which included the \$13.13 for the Chuangyinggo baskets. The email noted that the return was “complete.” But the email continued as follows: “[t]his is an advanced refund. If we don’t receive the items listed above, we may charge your original payment method.” That same day, the purchase price of the item and the corresponding sales tax (totaling \$13.13) were added to an Amazon Gift Card balance in Ms. Abbott’s account.

64. Amazon’s Return Center data showed the DW4BVWrmRRMA package containing the three-piece Easter Bunny Baskets arrived at the Commerce City, CO warehouse on April 27 at 9:59 AM. *See* Figure 9. Amazon’s Return Center also showed the DZ4MVlrmRRMA package which contained the Chuangyinggo set of three baskets and the travel mugs arrived to the Las Vegas, NV warehouse on April 27, 2023 at 7:30 PM. *See* Figure 10.

The screenshot displays the Amazon Return Center interface. At the top, it shows 'RETURN CREATED Apr 23, 2023', 'REFUND TOTAL \$17.86', 'RETURNED FROM Laura Abbott', and 'ORDER # 111-7640592-2901011' with 'RMA ID: DW4BVWrmRRMA'. A yellow button 'View return/refund status' is present. Below, a section titled 'Refund issued' shows an image of three Easter baskets, the text '3 Pcs Easter Bunny Baskets, Cule Easter...', 'Sold by: MARLEN DOMINGUEZ VALENCIA', and '\$17.99'. To the right are buttons for 'Print Mailing Label', 'Track Package', and 'Write a product review'. A section titled 'Information about Return Shipment' shows 'Ship Carrier: UPS', 'Tracking Number: 1Z908A850399719215', 'Status: Package delivered.', 'Return Authorization: DW4BVWrmRRMA', and 'Destination: COMMERCE CITY, CO, US'. Below this is a 'Track your package' table with columns for Date, Time, Location, and Event Details. The table shows four events from April 25 to April 26, 2023, tracking the package from Englewood CO US to Commerce City CO US. At the bottom, a 'More Information' section states: 'Refunds are processed within 7 days once we receive your return. Shortly after, you'll receive an e-mail message confirming your refund.'

Date	Time	Location	Event Details
Apr 26, 2023	09:59 AM	Commerce City CO US	Package delivered.
Apr 26, 2023	06:48 AM	---	Package left the carrier facility.
Apr 26, 2023	12:49 AM	Commerce City CO US	Package arrived at a carrier facility.
Apr 25, 2023	10:05 PM	Englewood CO US	Package arrived at a carrier facility.

Figure 9

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RETURN CREATED
Apr 23, 2023

REFUND TOTAL
\$13.13

RETURNED FROM
Laura Abbott ▾

ORDER # 111-7640592-2901011
RMA ID : DZ4MY1mRRMA

Return in transit



Chuangyinggo 3 Pcs Easter Bunny Baskets,...
Sold by: Shenzhen Chuangying Technology Co. Ltd
\$24.99

View return/refund status
Print Mailing Label
Track Package
Write a product review


RETURN CREATED
Apr 23, 2023

REFUND TOTAL
\$28.37

RETURNED FROM
Laura Abbott ▾

ORDER # 111-8961628-2065030
RMA ID : DZ4MY1mRRMA

Refund issued



koodiee 30 oz Insulated Tumbler 2 Pack...
Sold by: 深圳市德承网络科技有限公司
Size: 2 Count (Pack of 1)
Color: Black-2 pack
\$26.99

View return/refund status
Print Mailing Label
Track Package
Write a product review


RETURN CREATED
Apr 23, 2023

REFUND TOTAL
\$14.20

RETURNED FROM
Laura Abbott ▾

ORDER # 111-8961628-2065030
RMA ID : DZ4MY1mRRMA

Refund issued



Toopify 30 oz Stainless Steel Insulated...
Sold by: changzhou ren bu wen hua ke ji you xian gong si
Color: Black
\$13.51

View return/refund status
Print Mailing Label
Track Package
Write a product review

Information about Return Shipment

Ship Carrier: UPS
Tracking Number: 1Z909FZV0335246661
Status: Package delivered.

Return Authorization: DZ4MY1mRRMA
Destination: LAS VEGAS, NV US
Estimated Arrival: Apr 27, 2023

Track your package

Date	Time	Location	Event Details
Apr 27, 2023	07:30 PM	Las Vegas NV US	Package delivered.
Apr 26, 2023	06:23 PM	---	Package left the carrier facility.
Apr 25, 2023	09:28 PM	Englewood CO US	Package arrived at a carrier facility.

More Information

Package received at the carrier facility. The carrier will deliver the package to the carrier facility.

Figure 10

65. Nevertheless, on May 29, 2023, more than a month after Amazon received the item, Amazon emailed Ms. Abbott a “Return Reminder” regarding the Chuangyinggo Easter

1 baskets: “We’ve issued your refund in advance, but still expect to receive the return. Send the
2 item back by Thu, Jun 8 to avoid being charged again.” The email further stated that: “Your
3 original payment method or another valid payment method in your A/C will be charged \$13.13
4 [\$12.49 plus \$0.64 tax] if you don’t send the item back by Thu, Jun 8.”

5 66. On June 5, 2023, Ms. Abbott placed a call to Amazon customer service to inquire
6 about the reminder email. She spoke with an Amazon associate named Koy, who told her that
7 she would not be charged and not to worry about the reminder email. Amazon then sent Ms.
8 Abbott a follow up email later that day, requesting her feedback on her phone call with Koy.
9 Based on Ms. Abbott’s conversation with Amazon and the follow up email she received, she
10 believed the issue was resolved.

11 67. However, despite timely returning the item and being assured she would not be
12 charged, Amazon sent Ms. Abbott a “Charge Confirmation” email on June 14, 2023, advising
13 that Amazon re-charged her the sale price and tax for the Easter baskets because Amazon had
14 not received the return. Amazon promised “[i]f you’ve already sent the item back, we’ll revert
15 the charges when your return is received.” On that same day, Amazon charged her credit card
16 \$13.13.

68. Ms. Abbott placed another call to Amazon customer service on June 14, 2023. Ms. Abbott spoke with “Pam,” and was told that although she timely returned the product, Amazon “mistakenly charged” her \$13.13. A confirmation email was sent to Ms. Abbott to apologize for the error and confirm she would be refunded \$13.13. *See* Figure 11.

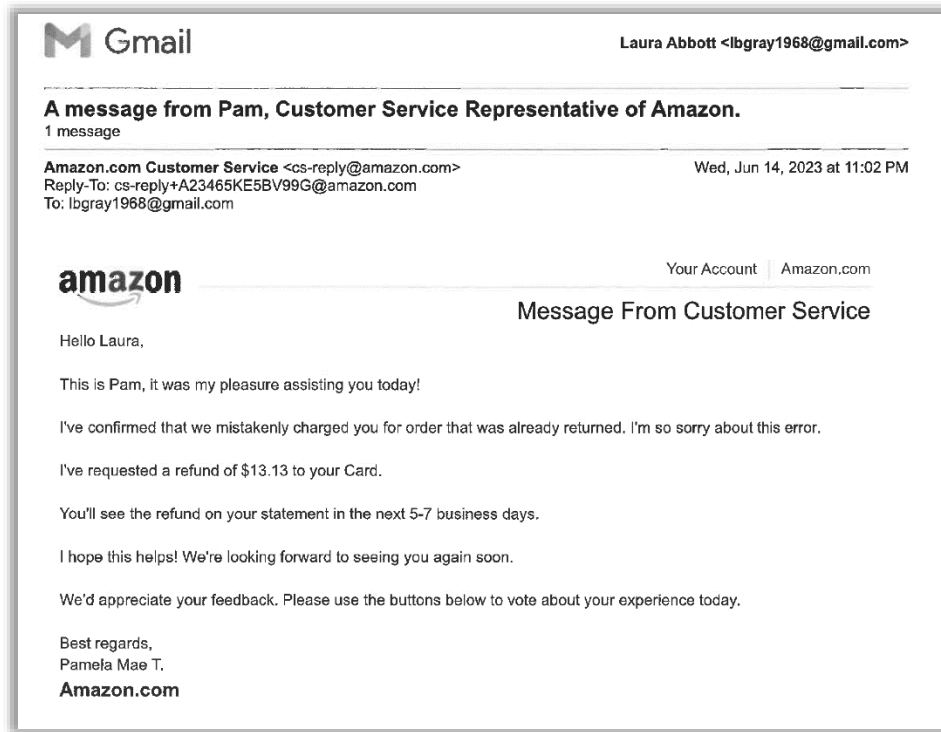


Figure 11

69. However, on June 15, 2023, Ms. Abbott was not refunded \$13.13 as promised; instead Amazon only refunded \$9.22. *See* Figure 12.

Refund	Jun 15	AMAZON MARKETPLACE SEATTLE WA	✓ Posted	-\$9.22	>
Purchase	Jun 14	AMAZON MARKETPLACE SEATTLE WA Chuangyinggo 3 Pcs Easter Bunn, SHIPPING AND TAX	✓ Posted	\$13.13	>

Figure 12

D. Plaintiff Hernandez's experience returning Amazon.com products.

70. Ms. Sima Hernandez purchased a Planetary Home Ziplock Bag Organizer (“Ziploc Bag Organizer”) that was shipped from Amazon on January 12, 2023, and had a purchase price of \$54.32.

71. Ms. Hernandez requested a return, and Amazon generated a QR code and instructions to drop off the item at a local Kohl's Store by February 13, 2023.

72. On January 17, 2023, Ms. Hernandez dropped-off the item at Kohl's and was provided a full refund of \$54.32 that was added to her Amazon gift card balance. She also received an email confirming that her return was complete. *See* Figure 13.

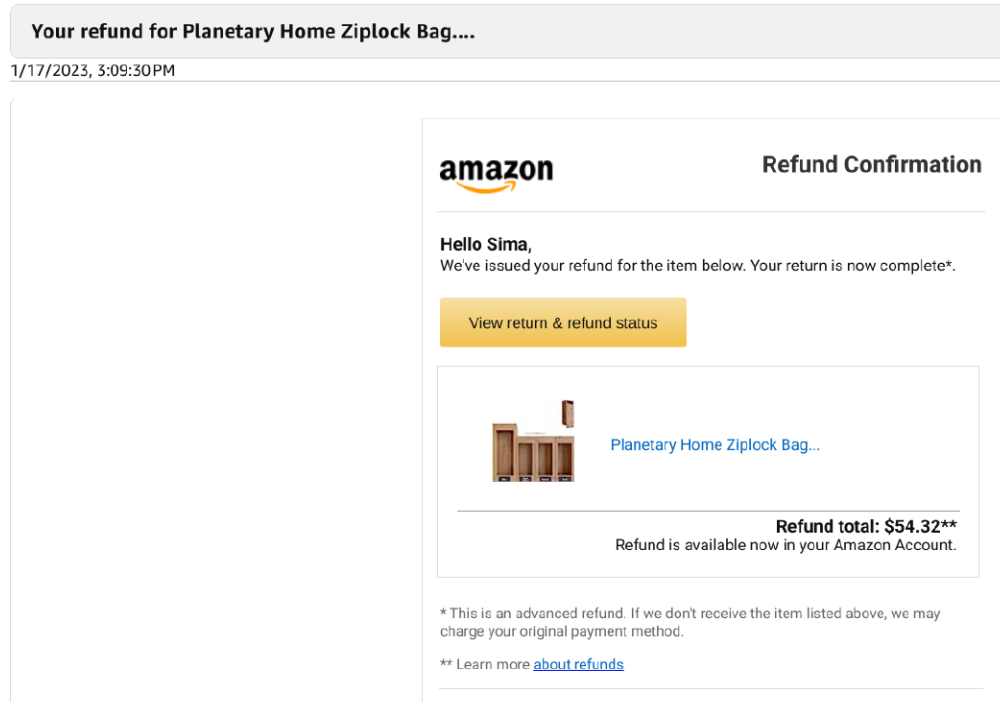


Figure 13

73. On March 8, 2023, 50 days after Ms. Hernandez returned the Ziploc Bag Organizer and Amazon provided a refund, Amazon emailed Ms. Hernandez a “Charge Confirmation” stating it re-charged her \$54.32 because Amazon had not received the item. Amazon told her: “[i]f you’ve already sent the item back, we’ll revert the charges when your return is received.” On that same day, Amazon charged \$54.32 to Ms. Hernandez’s Chase credit card. *See* Figure 14.

03/08	03/08	AMZN Mktp US*H58Z168S2 Amzn.com/bill WA	\$54.32
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Figure 14

74. Ms. Hernandez is still waiting for Amazon to “revert the charges” for an item in new condition that she timely returned.

E. Plaintiff Urbancic's experience returning Amazon.com products.

75. Ms. Melissa Urbancic placed an order for several clothing items on August 1, 2022, for a total purchase price of \$228.82. The order included a Shein Women's Floral Tie Neck Dress. The item was shipped on August 2, 2022, and subsequently delivered to Ms. Urbancic's residence. Her credit card was charged the full purchase price on August 3, 2022.

76. On August 13, 2022, Ms. Urbancic requested a return, and Amazon generated a QR code and instructions to drop off the item at a local UPS Store by September 3, 2022.

77. Ms. Urbancic timely dropped-off the item in new condition at a UPS Store. On August 16, 2022, she was provided a full refund of \$23.75 to her Discover credit card. She also received an email confirming her return was complete. *See* Figure 15.

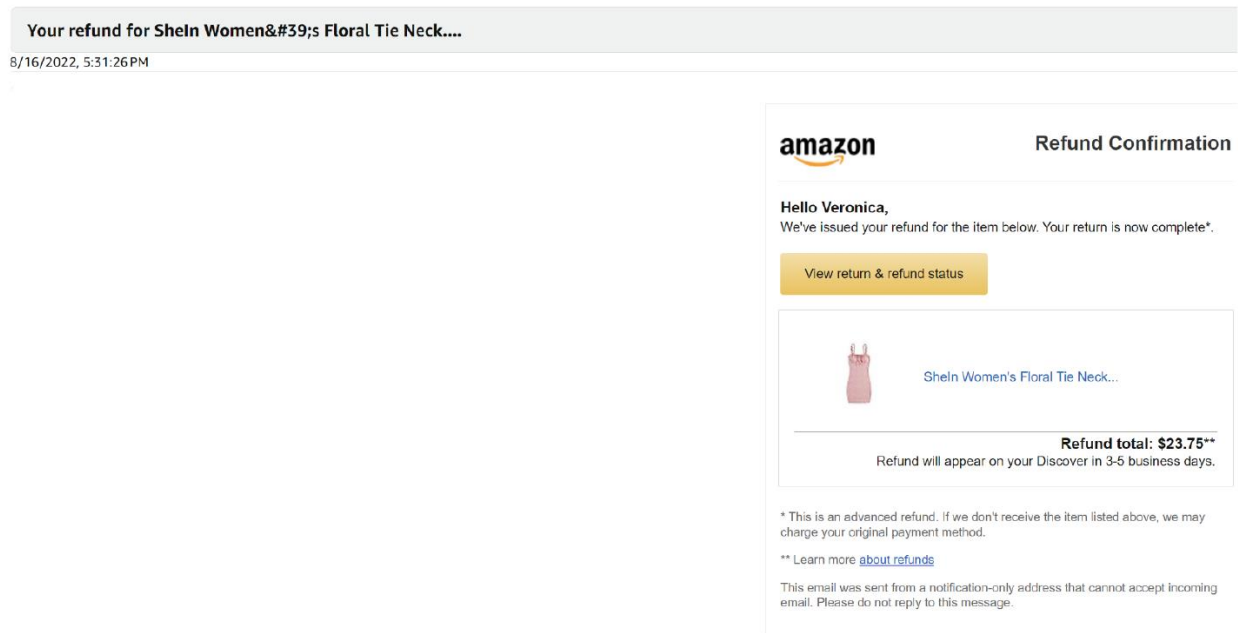


Figure 15

78. On October 5, 2022, 50 days after Amazon provided Ms. Urbancic a refund, Amazon emailed Ms. Urbancic a "Charge Confirmation" advising that it charged her Discover credit card again for \$23.75 because Amazon had not received the dress she returned. Amazon stated that, "[i]f you've already sent the item back, we'll revert the charges when your return is received." *See* Figure 16.

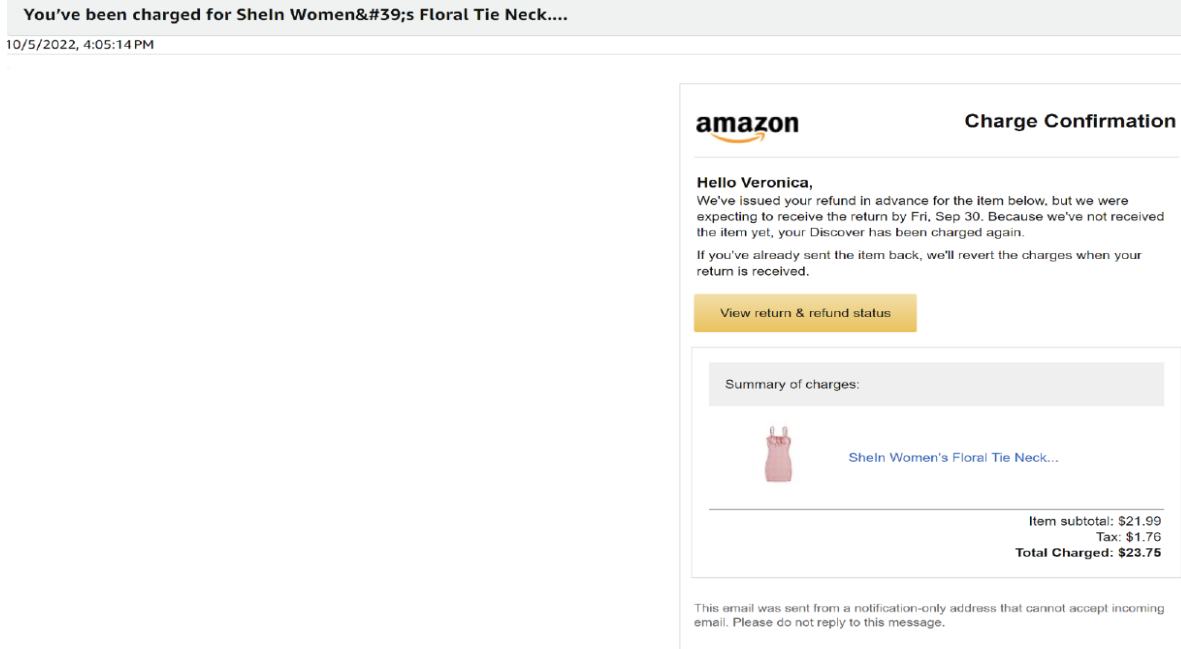


Figure 16

79. As of the date of this filing, Ms. Urbancic is still waiting for Amazon to “revert the charges” on the new dress that she timely returned.

D. Plaintiff Cappel’s experience returning Amazon.com products.

80. Ms. Jill Cappel placed an order for three pairs of Adokoo Women’s Canvas Shoes on December 1, 2022, for a total purchase price of \$68.97. The items were shipped on December 4, 2022, and subsequently delivered to Ms. Cappel’s residence. Her Amazon.com Store Card credit card was charged on December 4, 2022.

81. On December 19, 2022, Ms. Cappel requested a return of all three pairs of shoes, and Amazon generated a QR code and instructions to drop off the item at a local UPS Store by February 1, 2023.

82. Ms. Cappel timely dropped-off the items in new condition at a UPS Store. On January 28, 2023, Amazon added \$68.97 to her Amazon gift card balance. She also received an email from Amazon on January 28, 2023, confirming her return was complete. *See* Figure 17.

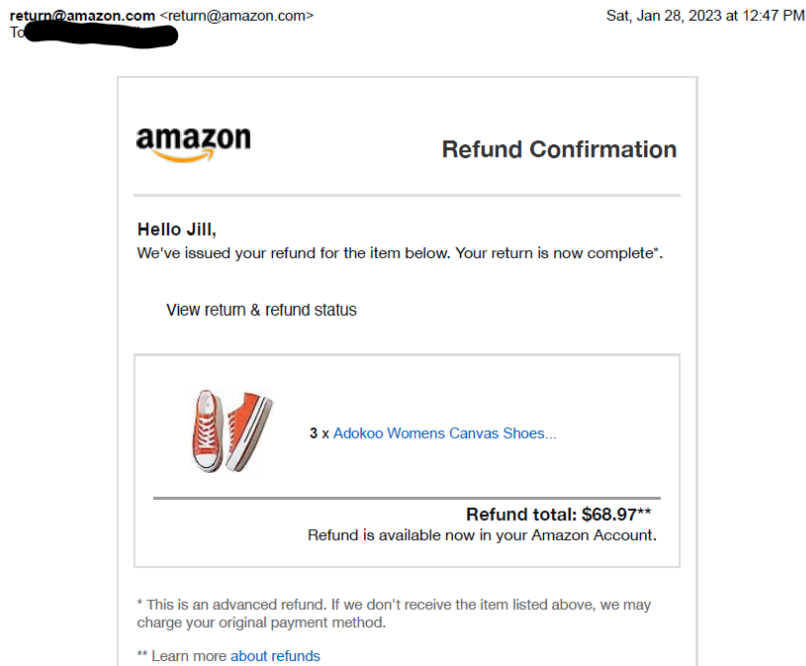


Figure 17

83. On March 19, 2023, 50 days after Amazon provided Ms. Cappel a refund, Amazon charged her credit card again for \$22.99 because Amazon had supposedly not received one of the pairs of shoes.

84. Amazon then emailed Ms. Cappel a “Charge Confirmation” the following day advising that Amazon had not received the shoes and stating that, “[i]f you’ve already sent the item back, we’ll revert the charges when your return is received.” *See* Figure 18.

You've been charged for Adokoo Womens Canvas Shoes....

1 message

return@amazon.com <return@amazon.com>

Mon, Mar 20, 2023 at 6:54 PM

To [REDACTED]

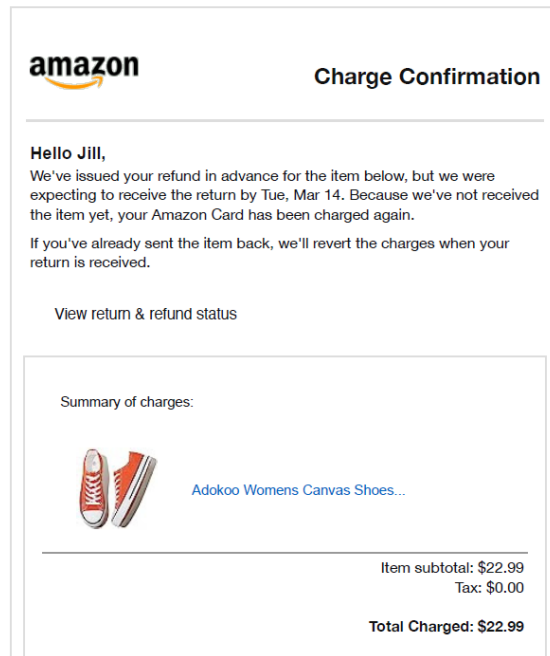


Figure 18

85. As of the date of this filing, Ms. Cappel is still waiting for Amazon to “revert the charges” on the new shoes that she timely returned.

IV. CLASS ACTION ALLEGATIONS

86. Plaintiffs bring this action, individually and on behalf of a nationwide class, pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and/or 23(b)(3), defined as follows:

All persons in the United States, who, according to the Defendant’s records, were 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.

87. Excluded from each of the Class(es) are: Defendant; Defendant’s employees and agents; any judge conducting proceedings in this action and the judge’s parents, spouses and children as well as any other member of the judge’s family residing in the judge’s household; counsel of record in this action and their parents, spouses and children as well as any other member of counsel’s family residing in counsel’s household; counsel’s employees; and the legal representatives, heirs, successors and assigns of any excluded person. Plaintiffs reserve the right

1 to modify, change, or expand the class definition set forth above based on discovery and further
2 investigation.

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

8 89. Class members are readily identifiable from information and records in
9 possession, custody, or control of Defendants, the Class members, and retailers.

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

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

1 91. **Typicality:** Plaintiffs' claims are typical of the claims of the other Class members
 2 in that Plaintiffs, like all class members, were charged for an item that was timely returned to
 3 Amazon in original condition. Plaintiffs, like all class members, were damaged by Defendant's
 4 misconduct in that they suffered actual damages as a result of Amazon's charges. Furthermore,
 5 the factual bases of Defendant's misconduct are common to all plaintiffs and represent a
 6 common thread of misconduct resulting in injury to all Class Members. Plaintiffs have the same
 7 interest in this matter as all Class Members, and Plaintiffs' claims arise out of the same set of
 8 facts and conduct as the claims of all Class Members. Plaintiffs' and Class Members' claims all
 9 arise out of Amazon's unlawful practice of charging consumers even when a product is returned
 10 on time.

11 92. **Adequacy:** Plaintiffs have no interest that conflicts with the interests of the Class,
 12 understand and appreciate their duties to the class, and are committed to pursuing this action
 13 vigorously. Plaintiffs have retained counsel competent and experienced in complex consumer
 14 class action litigation. Accordingly, Plaintiffs and their counsel will fairly and adequately protect
 15 the interests of the Class.

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

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

V. GOVERNING LAW

95. Amazon's Terms of Use provide that "By using any Amazon Service, you agree that applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Amazon."¹⁴

96. Washington has a substantial relationship to the parties as it is Amazon's principal place of business and thus the place from which Amazon's relationship with class members was centered.

97. Washington has a significant aggregation of contacts creating a justifiable state interest such that applying Washington law is neither arbitrary nor fundamentally unfair.

VI. CAUSES OF ACTION

COUNT I. BREACH OF CONTRACT.

98. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-94.

99. A valid contract exists between Amazon and Plaintiffs.

100. **Competency.** Plaintiffs and Defendant are legally competent. Plaintiffs are individuals of legal age who have not been adjudged incompetent. Defendant is a validly organized corporation acting through its authorized agents.

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

¹⁴ <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM>

1 102. **Offer.** Amazon offered this agreement by representing that items in their original
2 condition, shipped by Amazon, can be returned for a full refund. by requesting a refund on the
3 website, and dropping-off the item at an authorized drop-off location within the time specified
4 by Amazon.

5 103. **Acceptance.** Plaintiffs accepted Amazon's offer by purchasing items shipped by
6 Amazon and returning them within the specified time period in their original condition and
7 dropping off the return at an authorized return center.

8 104. **Conditions precedent.** Plaintiffs satisfied all conditions precedent for Amazon's
9 performance by timely requesting a refund for relevant merchandise and timely delivering that
10 merchandise to Amazon's authorized drop-off location.

11 105. **Consideration.** The payment for merchandise advertised as being free to return is
12 consideration by the Plaintiffs for Amazon's promise of free returns. The return of merchandise
13 to an authorized drop-off location is consideration for Amazon's promise of a full refund.
14 Amazon's promise of free returns and full refunds is consideration for Plaintiffs' purchase of
15 merchandise and delivery to Amazon's authorized drop-off location.

16 106. **Breach.** Amazon breached its duty under the terms of the parties' contract by
17 failing to provide refunds for items that were timely returned to Amazon in their original
18 condition.

19 107. **Injury.** Plaintiffs were injured by Amazon's breach in that Amazon charged
20 Plaintiffs money to which Amazon was not entitled.

21 108. **Causation.** Had Amazon fulfilled the terms of the Parties' contract, Amazon
22 would not have charged Plaintiffs money to which Amazon was not entitled.

23 109. **Damages.** Amazon's breach cost Plaintiffs the benefit of their bargain by
24 depriving them of a refund of the purchase price and applicable taxes. As a result, Plaintiffs
25 suffered contract damages equal to the purchase price and applicable taxes for the returned items
26 and interest.

COUNT II.
VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT
Wash. Rev. Code Ann. § 19.86.020 et seq.

110. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-94.

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

112. At all relevant times, class members and Defendant were “persons” within the meaning of the Consumer Protection Act, Wash. Rev. Code § 19.86.010(1).

113. At all relevant times, Amazon represented that it would provide full and partial refunds for items it shipped that were returned.

114. Nevertheless, Amazon routinely failed to live up to that promise and instead re-charged its customers the full sale price and tax on items that were returned to it.

115. On information and belief, Amazon knew that it routinely re-charged its customers the full sale price and tax on items that were returned to it in their original condition.

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

117. Amazon programmed its Customer Support chat bot to recognize when a customer had timely returned an item in original condition, but was re-charged for the returned item, and to provide that customer with a refund.

118. On information and belief, Amazon trained its human customer service representatives to recognize when a customer had timely returned an item in original condition, but was re-charged for the returned item, and to provide that customer with a refund.

119. Despite Amazon’s knowledge of its systemic failure to deliver on its promise of refunds for timely returned items and its practice of routinely re-charging its customers the full sale price and tax on items that were timely returned to it, Amazon continued to represent to Plaintiffs and the Class that items could be returned for a full refund if returned within the applicable return window in their original condition.

1 120. However, Amazon regularly did not refund the charges when it received returns.
2 Instead, it reverted charges when a customer contacted Amazon's customer service and
3 requested the charges be reverted.

4 121. These affirmative misrepresentations were likely to mislead and unfair in that
5 they incentivized consumers to purchase goods from Amazon on the expectation that returns
6 would be handled as Amazon described, and discouraged consumers from contacting Amazon to
7 investigate its charges.

8 122. Amazon willfully and purposefully engaged in deceptive and unfair acts and
9 practices, misrepresentation, and the concealment, suppression, and omission of material facts in
10 connection with trade or commerce in violation of Wash. Rev. Code § 19.86.020 as described in
11 the allegations above.

12 123. Amazon's misrepresentations and omissions detailed above constitute an act or
13 practice in the conduct of trade or commerce.

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

17 125. Amazon's misrepresentations and omissions detailed above are unfair because
18 they inequitably enrich Defendant at the expense of the Class.

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

22 127. Plaintiffs have suffered economic injury as a direct and proximate result of
23 Amazon's conduct in that Plaintiffs were by its practices, wrongfully re-charged the purchase
24 price and applicable taxes for timely returned items, damaging them in an amount equal to those
25 charges and interest.

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

**COUNT III.
MONEY HAD AND RECEIVED**

129. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-94.

130. Plaintiffs allege this Count in the alternative to Count I in accordance with Fed. R. Civ. P. 8(d)(2).

131. Amazon received money from Plaintiffs and from each member of the Class.

132. The monies belonged to Plaintiffs and to each member of the Class.

133. Amazon has not returned the money.

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

135. Plaintiffs, on behalf of themselves and the members of the Class seek the return of the money in an amount to be proved at trial.

**COUNT IV.
UNJUST ENRICHMENT**

136. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-94.

137. Plaintiffs allege this Count in the alternative to Count I in accordance with Fed. R. Civ. P. 8(d)(2).

138. Plaintiffs and Class Members conferred a monetary benefit on Amazon when they were wrongfully re-charged the purchase price and applicable taxes for a item that was timely returned to Amazon in its original condition. Plaintiffs and Class Members also conferred a monetary benefit on Amazon when they made purchases in reliance on Amazon's false representations about its return policy.

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

1 140. Amazon programmed its Customer Support chat bot to recognize when a
2 customer had timely returned an item in original condition but was re-charged for the return
3 item, and to provide that customer with a refund.

4 141. On information and belief, Amazon trained its human customer service
5 representatives to recognize when a customer had timely returned an item in original condition,
6 but was entitled to a refund.

7 142. It is unequitable for Amazon to retain the money that Plaintiffs and the Class paid
8 to Amazon for items that they timely returned and that Amazon acknowledged it received.

9
10 **COUNT V.
CONVERSION**

11 143. Plaintiffs reallege and incorporate by reference all allegations in preceding
12 paragraphs 1-94.

13 144. Plaintiffs and the members of the Class own and have a right to possess the money
14 that is in their respective bank accounts, Amazon accounts, internet payment accounts, and/or
15 credit cards.

16 145. Amazon interfered with Plaintiffs' and the Class's possession of this money by
17 making unauthorized charges to their bank accounts, Amazon accounts, internet accounts, and/or
18 credit cards by wrongfully re-charging the purchase price and applicable taxes for the returned
19 item damaging Plaintiffs in an amount equal to those charges and interest.

20 146. Plaintiffs and the Class never consented to Amazon's taking of this money from
21 their bank accounts, Amazon accounts, internet payment accounts, and/or credit cards.

22 147. Amazon wrongfully retained dominion over this monetary property and/or the
23 time-value of the monetary property.

24 148. Plaintiffs and the Class have been damaged by Amazon's wrongful taking of such
25 money from their bank accounts, Amazon accounts, internet payment accounts, and/or credit cards
26 in an amount that is capable of identification through Plaintiffs' and Amazon's records.

27 **VII. JURY TRIAL DEMANDED**

28 149. Plaintiffs hereby demand a trial by jury of all the claims asserted in this Complaint.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that this Court enter judgment against Defendant and in favor of Plaintiffs as follows:

- A. Actual damages;
- B. All damages, including treble damages, recoverable under the Washington Consumer Protection Act, as well as all recoverable fees, costs, and attorney fees;
- C. Punitive and/or exemplary damages due to Defendants' willful disregard of the rights of Amazon and the public, and outrageous and reckless conduct toward the safety of Amazon and the public, in an amount to be proven at trial;
- D. All other damages allowed by law;
- E. Pre-judgment and post-judgment interest as allowed by law;
- F. Costs of litigation incurred herein; and
- G. Any such other and further relief as the Court deems just and equitable.
- H. Plaintiffs specifically reserves the right to pursue additional causes of action, claims, and/or forms of relief other than those specifically outlined above, that are supported by the facts pleaded herein or that may be supported by other facts that emerge during discovery.

Dated: September 5, 2023

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