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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.

REBATEST INC., a Washington corporation;
SONG YAN, an individual; and JOHN DOES 1-
5 d/b/a/ “rebatest.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 Rebatest Inc., Song Yan, and John Does 1–5 (collectively, “Defendants”), who are responsible for the website Rebatest.com (“Rebatest”), for injunctive relief and damages as follows:

I. SUMMARY

1. Every day, millions of consumers who shop in Amazon’s stores 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

1 product reviews erode that customer trust, compete unfairly with the millions of honest
2 entrepreneurs who sell in Amazon's store, and tarnish Amazon's brand.

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

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

16 4. Amazon is bringing this action against the operators of the website Rebatest.com,
17 which provides product rebates in exchange for fake reviews, in order to shut down the site and
18 seek disgorgement of Defendants' ill-gotten gains from selling fake reviews.

19 5. Defendants in this action own and operate the Rebatest business and Rebatest.com
20 website which are dedicated to the purchase and sale of fake reviews.

21 6. Rebatest's website claims that the company is "a new product testing platform that
22 connects people with 100% cashback in exchange for providing their honest opinions and
23 testimonials." In reality, the company operates a deceptive and unfair service by which a user can
24 pay to obtain fake reviews.

25 7. To obtain reviews through Rebatest, an Amazon seller must agree to refund
26 purchases made by reviewers, in violation the Amazon Services Business Solutions Agreement
27 and related policies. For a fee, Defendants enable Amazon sellers to evaluate applicants who are

1 willing to review their products, to determine the reviewer’s willingness to provide positive
2 reviews, and to preview and approve reviews before they are posted. In practice, these transactions
3 typically result in a five-star review of the product with glowing testimony, affecting both the
4 product’s collection of reviews as well as its aggregated star rating.

5 8. Rebatest’s home page states: “Since Rebatest was established on October 1, 2018,
6 we have helped more than 235000 participants save over 11 million dollars Each day, there
7 are almost 2000+ trial products[.]”

8 9. Upon information and belief, Defendants are fully aware of the fact that Rebatest
9 provides services that are unfair to legitimate Amazon selling partners, to consumers, and to
10 Amazon itself. Rebatest’s entire business model is based on allowing sellers to obtain fake reviews
11 and inflated ratings in deliberate violation of Amazon’s agreements with sellers using its stores.
12 The way that Rebatest has structured its services demonstrates this knowledge. For example,
13 Rebatest allows sellers to approve a customer’s review before providing a refund for the product
14 purchase price. This practice knowingly violates and induces violation of Amazon’s Community
15 Guidelines and selling policies, which prohibit, among other things, providing free or discounted
16 products in exchange for reviews.

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

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

23 **II. JURISDICTION AND VENUE**

24 12. This Court has personal jurisdiction over Defendants who have conducted
25 business activities in and directed to Washington and are primary participants in tortious acts in
26 and directed to Washington. Defendants affirmatively undertook to manipulate reviews, ratings,
27 and rankings of products sold in stores operated by Amazon, a corporation with its principal

1 place of business in Washington. Defendants' acts deceived consumers who purchased products
2 in Amazon's stores and harmed Amazon. Defendants knowingly committed or facilitated the
3 commission of tortious acts in Washington and have wrongfully caused Amazon substantial
4 injury in Washington.

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

9 III. THE PARTIES

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

13 15. Defendant Rebatest Inc. is a Washington corporation.

14 16. Defendant Song Yan is the incorporator of Rebatest Inc. and may be connected to
15 the following address: 10611 Harwin Drive, Suite 406, Houston, Texas 77036.

16 17. Defendants are the registrants of the domain name Rebatest.com, and the owners
17 and operators of the online business at that website.

18 18. Upon information and belief, the same Defendants operate pingjia.com.

19 19. Upon information and belief, pingjia.com is the seller-facing website, operating in
20 China.

21 20. Upon information and belief, Mr. Yan owns three entities: Rebatest Inc. in the
22 United States; Su Teng Technology (HK) Limited in Hong Kong; and Shenzhen Fukeside
23 Information Consulting Co., Ltd., in China.

24 21. Amazon is unaware of the true names and capacities of Defendants sued herein as
25 John Does 1-5 and therefore sues these Defendants by such fictitious names. Amazon will amend
26 this complaint to allege their true names and capacities when ascertained. Amazon is informed and
27 believes and therefore alleges that each of the fictitiously named Defendants, along with the named

1 Defendants (collectively “Defendants”), is responsible in some manner for the occurrences herein
2 alleged and that Amazon’s injuries as herein alleged were proximately caused by Defendants.

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

4 22. Amazon pioneered online customer reviews 25 years ago, and Amazon.com is
5 now home to billions of unique reviews. Reviews provide a forum for customers to share
6 authentic feedback about products – positive or negative. As long as Amazon’s customers abide
7 by Amazon’s Community Guidelines,¹ which prohibit illegal, obscene, infringing, and other
8 abusive reviews, customers may review and rate any product available in Amazon’s stores.
9 Amazon does not remove reviews because they are critical; Amazon believes all helpful
10 information relevant to a product can inform its customers’ buying decisions. Honest and
11 unbiased reviews allow customers to trust that they can shop with confidence in Amazon’s store,
12 and reviews also help fulfill Amazon’s mission to be Earth’s most customer-centric company. In
13 short, Amazon takes the integrity and authenticity of its customer reviews very seriously.

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

18 24. Each product review is comprised of a “star rating” that ranges from one star to
19 five stars and can also include textual comments and product images or video. Amazon compiles
20 these product reviews, summarizes the compiled star ratings, and displays those results alongside
21 the listed product for shoppers to see while they are shopping. An example of product reviews
22 for the Amazon Echo follows:

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¹ “Amazon Community Guidelines,”
27 <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLHXEX85MENUE4XF> (accessed July 21,
2021).

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

Brand: Amazon

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

Amazon's Choice for "alexa"

 Climate Pledge Friendly

List Price: \$99.99

Price: **\$79.99** ✓prime

or 5 monthly payments of \$16.00

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

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

In Stock.

 Sean M

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

Reviewed in the United States on February 25, 2021

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

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 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. Win/win for us as we have at least one of the Alexa products in every room of the house.

Helpful

Report abuse

 Reginald A. Tucker

★★★★★ **Great! Personal assistant**

Reviewed in the United States on February 24, 2021

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

I love it

Helpful

Report abuse

 Korey mahanay

★★★★★ **Goooooooooooood sound**

Reviewed in the United States on February 24, 2021

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

Absoloutly amazing sound quality

Helpful

Report abuse

25. Reviews can impact product sales in multiple ways. Most immediately, positive reviews can encourage customers to purchase a product. In addition, reviews can influence a product's sales ranking: Amazon records and publishes "rankings" of products sold in its stores, which are based on sales. Amazon uses product sales data to create its Best Seller Rank ("BSR"),

1 and also provides best seller lists for categories and subcategories of products. This information
2 is updated hourly to reflect recent and historical sales of nearly every product sold. This
3 information helps consumers understand which products are popular and how their sales are
4 trending, which may help influence shopping decisions. As such, reviews can indirectly increase
5 a product's sales rank.

6 26. Additionally, where a customer decides to sort results of a search by average
7 customer rating, reviews and star ratings of a product directly impact the order in which that
8 customer sees products, with the product containing the highest average star rating appearing at
9 the top of the list.

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

11 27. In order to review a product, an individual must have an Amazon account. As a
12 result, each reviewer of a product has agreed to and is bound by the Conditions of Use of
13 Amazon's stores.

14 28. By agreeing to the Conditions of Use, each product reviewer enters into a
15 contractual relationship with Amazon.

16 29. Similarly, each seller who lists a product for sale in Amazon's store has agreed to
17 and is bound by the Amazon Services Business Solutions Agreement.

18 30. By agreeing to the Amazon Services Business Solutions Agreement, each seller
19 enters into a contractual relationship with Amazon.

20 31. Amazon prohibits fake reviews, as clearly provided in its Community Guidelines²
21 which are part of its Conditions of Use and Business Solutions Agreement, which prohibit:

- 22 • Creating, modifying, or posting content in exchange for compensation of any kind
23 (including free or discounted products, refunds, or reimbursements) or on behalf
24 of anyone else.
- 25 • Offering compensation or requesting compensation (including free or discounted
26 products) in exchange for creating, modifying, or posting content.

27 ² See fn. 2.

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

5 33. In addition, Amazon’s seller-facing website Seller Central provides additional
6 guidelines to sellers:³

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

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

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

- 15 • Payment (including money or gift cards)
- 16 • Refund or reimbursement, including through non-Amazon payment methods
- 17 • Free product
- 18 • Entry to a prize drawing or competition
- 19 • Discounts on future purchases
- 20 • Other gifts

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

25 35. Amazon takes the integrity of its customer reviews extremely seriously. As part of
26 its efforts to ensure the authenticity of reviews, Amazon has developed sophisticated
27 technologies and protocols to detect and remove such reviews from its stores. Amazon analyzes

³ “Answers to Questions About Product Reviews,”
https://sellercentral.amazon.com/gp/help/external/G201972160?language=en_US (accessed Jan. 21, 2022).

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

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

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

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

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

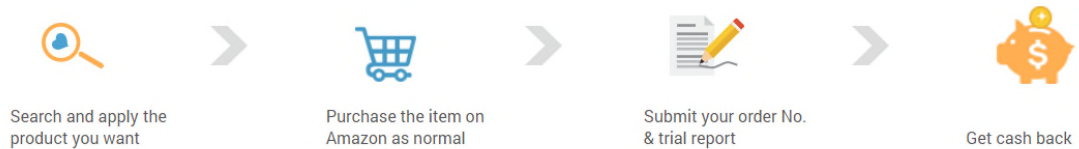
24 **VII. DEFENDANTS' DECEITFUL ACTS**

25 39. Beginning at a time unknown to Amazon, but no later than July 2018, Defendants
26 obtained the domain name Rebatest.com, a website through which they operate their illicit
27 business of selling fake reviews.

1 40. Through the Rebatest.com website, Amazon sellers pay Defendants for a set
2 number of reviews and other services to manipulate their product rankings.

3 41. Through the Rebatest.com website, Amazon customers submit reviews in
4 exchange for a partial or full refund.

5 42. Rebatest advertises its process on its homepage and FAQ page, where it refers to
6 reviews as “trial reports”:



10 Here are the instructions:

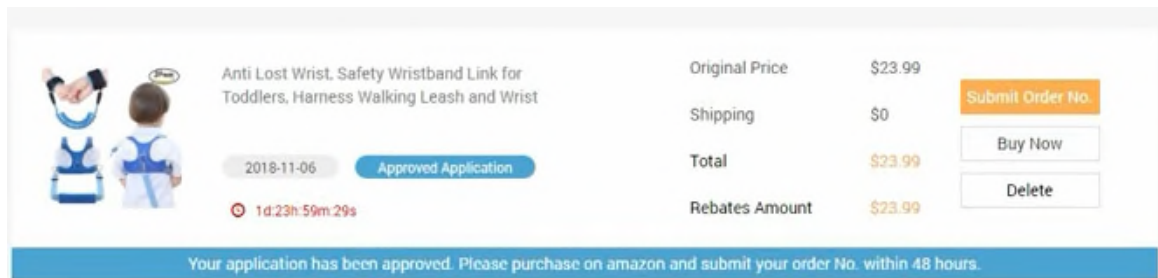
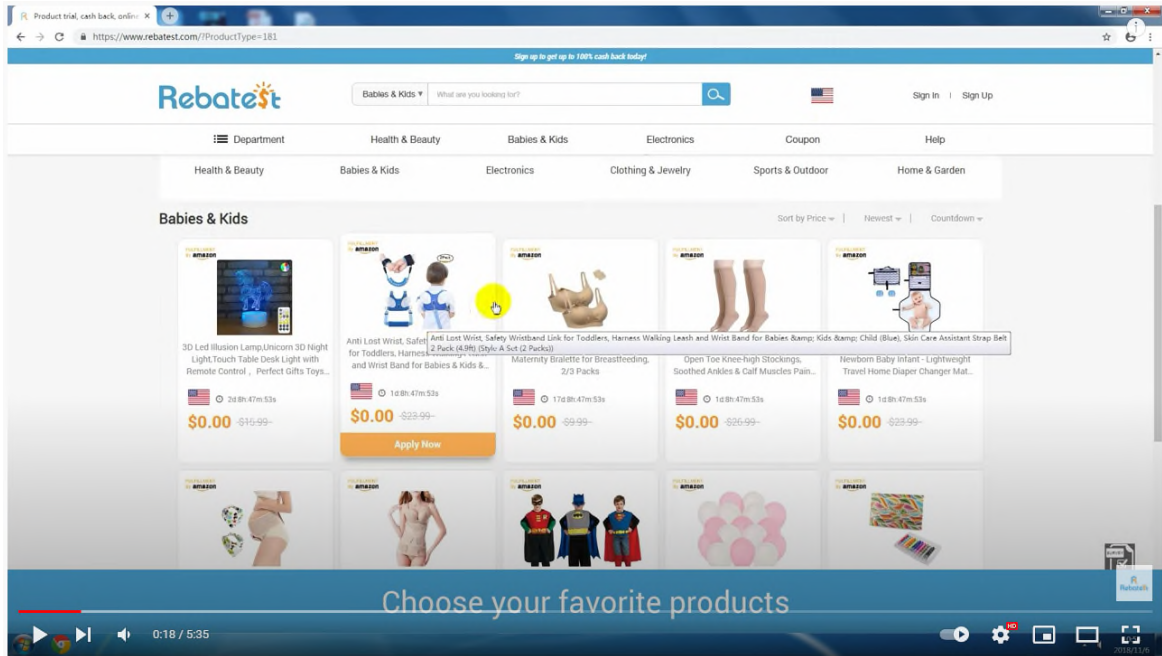
- 11 1. Search and apply the product you like.
12 2. Waiting for the approval of the seller.
13 3. Purchase the item on Amazon.
14 4. Submit Amazon order No. & trial report.

15 43. Rebatest’s website contains a video that is over five minutes long, detailing each
16 step of the process from the point of view of an Amazon customer interested in obtaining a
17 rebate in exchange for a fake review.⁴

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27 ⁴ See “Frequently Asked Questions,” <https://www.rebatest.com/help/faq> (accessed Nov. 9, 2021); “Rebatest Cash Back Process Video – 2018 old,” <https://www.youtube.com/watch?v=chpM2K6gN0I> (accessed Jan. 21, 2022).

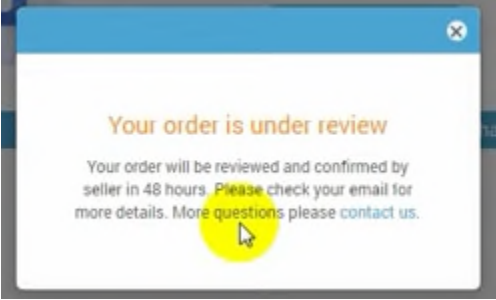
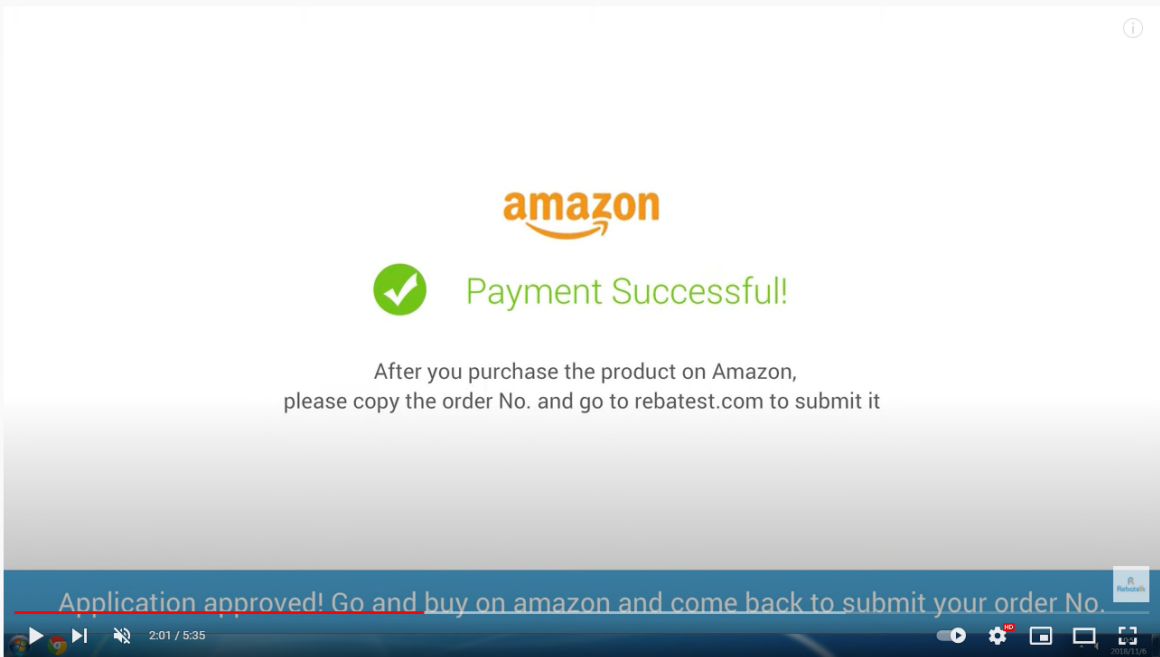
1 44. First, the customer chooses a product to review and “applies” for that product.

2 The seller must then approve the purchase before the process continues.

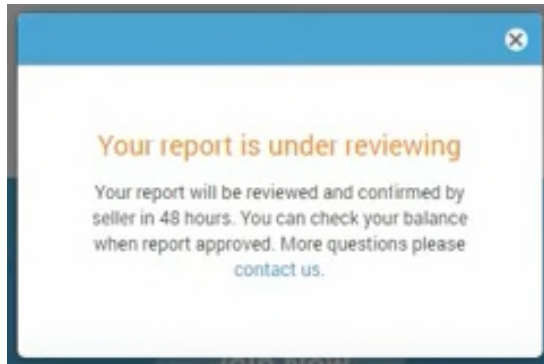
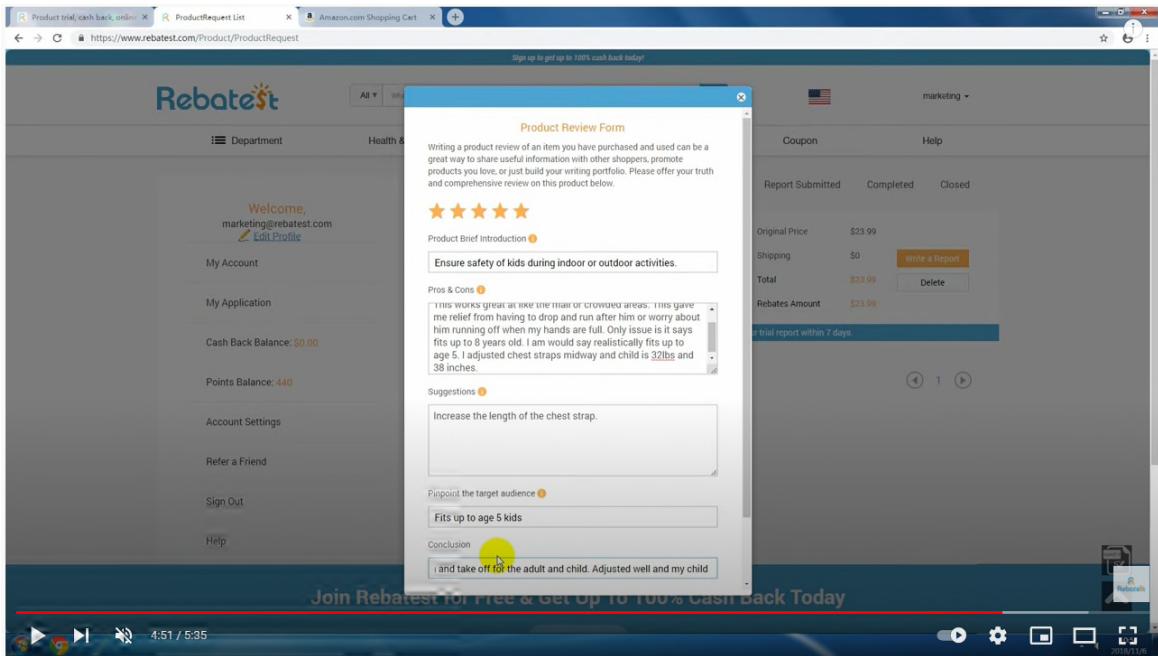


19 45. Second, the customer purchases that product on Amazon.com and provides
20 Rebatest with the Order Identification Number. The order is then reviewed by the seller.

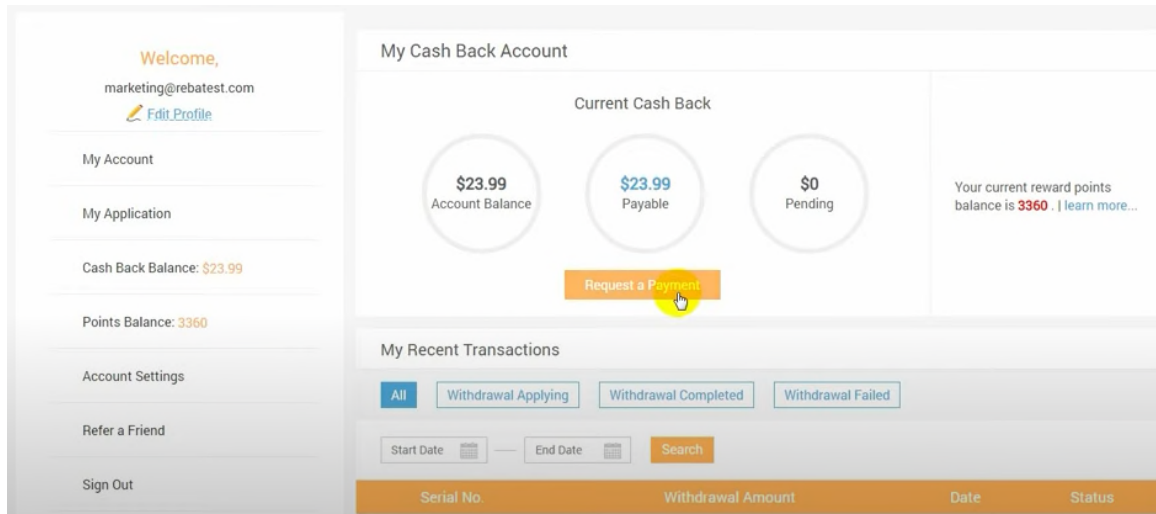
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1 46. Next, the customer must fill out the “Product Review Form” on Rebatest’s
2 website. The review, also referred to as a “report,” is then reviewed by the seller.



20 47. Once the “report” has been reviewed, the customer will be paid through the
21 Rebatest platform. The customer can enter his PayPal details to have the money deposited into
22 his account.



48. Not only are reviews brokered through Rebatest incentivized and therefore against Amazon policy, but they are also inflated. Reviewers must maintain a certain average star rating or risk not being “approved” for future rebates. Therefore, if a product does not perform well, a reviewer will still need to rate it highly in order to obtain a refund.

49. Rebatest requires that its users wait three days minimum to submit their reviews. Upon information and belief, this is because Rebatest is aware of Amazon’s fake reviews detection system, which can detect a suspicious review if a review is left too quickly after a product is purchased.

9. How to submit my trial report?

After your order No. was confirmed by the seller, Rebatest will send you an email and guide you to submit your trial report. Please follow the guide or you can go to your application panel and submit your trial report after 3 days.

50. Once a customer signs into his Rebatest account, he will see the following dashboard, showing him his Amazon Review Rate, Purchase Rate, and Average Review Star.

My Current Status	Amazon Review Rate [?]		Purchase Rate [?]	Average Review Star [?]
	Non-featured Products	Featured Products	100%	5
	100%	100%		
Requirement	≥70%	≥80%	≥50%	≥4.65

Worrying about your Rebatest account status and wanna increase the value? Here are the tips!

How to increase my review rate?
See Less [^]

Low review rate means you **haven't reviewed your applied products timely** . Please go and leave some reviews **one week later** when your trial reports approved. After your review goes alive, don't forget come back to detect. Successfully detected reviews will help you increase review rate.

How to increase purchase rate?

Low purchase rate means too many closed applications you caused and there is no better way to increase it now. Please try to apply one month later. P.S. Don't abandon any applications.

How to increase my average review star?

Rate your application orders with a better score will help you increase review star.

Your order No. is waiting for the seller's approval.

51. Rebatest’s FAQ page defines Amazon Review Rate as “the ratio of the Verified Reviews to Valid trial orders.”⁵

52. Rebatest’s FAQ page defines Purchase Rate as “the ratio of the orders you’ve completed to orders you’ve applied [for].”⁶

53. Although Rebatest does not explain what an Average Review Star is, this is the average star rating that a reviewer leaves alongside his reviews. As shown in the image above, Rebatest requires that reviewers maintain a 4.65-star average.

54. Upon information and belief, Rebatest itself solicits and sells fake reviews.

⁵ “Frequently Asked Questions,” <https://www.rebatest.com/help/faq> (accessed Nov. 9, 2021).

⁶ *Id.*

1 55. Upon information and belief, this abuse is happening on a much larger scale. As
2 of January 21, 2022, Rebatest’s homepage boasts that “818052 members [have] saved \$11
3 million” from “1000+ trusted online retailers.”

4 56. Upon information and belief, Defendants knew that Amazon maintains
5 contractual relationships with sellers and with product reviewers.

6 57. At all times, Defendants knew that Amazon has contractual prohibitions against
7 fake reviews and thus, would be incentivizing sellers to violate their contracts with Amazon.
8 Defendants further knew and intended that their business of selling fake reviews would
9 improperly manipulate the published ratings and ranking of products listed for sale in Amazon’s
10 stores resulting in the deception of Amazon’s customers and the erosion of customer trust in
11 Amazon’s stores.

12 **VIII. REPUTATIONAL HARM TO AMAZON**

13 58. Fake reviews threaten Amazon’s reputation and erode trust with consumers.
14 Product reviews are an important part of a customer’s shopping experience, and customers rely
15 on the accuracy and authenticity of reviews to inform their shopping decisions. When reviews
16 are false, inaccurate, or misleading, customers’ expectations for product quality and performance
17 are not fulfilled. When reviews are not trustworthy, consumers lose confidence in the quality and
18 performance of products and associated ratings in Amazon’s stores and are less likely to
19 purchase products.

20 59. Similarly, fake reviews threaten to undermine the trust of honest sellers who
21 attempt to sell products in Amazon’s stores. When dishonest sellers use fake reviews to gain a
22 competitive advantage, they harm honest sellers who, in turn, lose faith in the integrity of the
23 Amazon marketplace.

24 60. As a result of reviews abuse perpetuated in Amazon’s stores by bad actors, there
25 has been widespread media attention to fake reviews in Amazon’s stores.

26 61. The Wall Street Journal published a story regarding fake reviews in Amazon’s
27 store on June 13, 2021, titled, “*Fake Reviews and Inflated Ratings Are Still a Problem for*

1 *Amazon.*⁷ The article focuses on sellers and third-parties who encourage reviews abuse against
2 Amazon policies.

3 62. Two days later, Amazon received its first inquiry from Congress, by Senator
4 Roger Wicker, Ranking Member of the Senate Commerce Committee, regarding the work
5 Amazon does to ensure reviews are authentic and inquiring whether reviews abuse in Amazon's
6 stores detailed in the Wall Street Journal article is widespread.

7 63. Buyers who become aware of these articles and investigations, as well as those
8 solicited by incentives to leave a review, could lose trust in Amazon as a resource for unbiased
9 product reviews.

10 64. Sellers in Amazon's stores also complain that reviews abusers create an unfair
11 environment for competition and steal sales from well-intentioned businesses.

12 65. Multiple sellers have complained to Amazon about fake reviews, with comments
13 like, "It is very disadvantageous to compete with sellers who manipulate the reviews in this
14 way."

15 66. Accordingly, as a result of bad actors' perpetuation of reviews abuse, Amazon has
16 suffered substantial reputational harm.

17 **FIRST CLAIM FOR RELIEF**
18 **Consumer Protection Act (RCW Ch. 19.86)**

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

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

23 69. Defendants' actions were injurious to the public interest. The acts were committed
24 in the course of Defendants' business and caused the public dissemination of false consumer

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26 _____
27 ⁷ "Fake Reviews and Inflated Ratings Are Still a Problem for Amazon," Wall Street Journal,
<https://www.wsj.com/articles/fake-reviews-and-inflated-ratings-are-still-a-problem-for-amazon-11623587313>
(accessed September 20, 2021).

1 reviews designed to trick consumers. Defendants' acts had the capacity to and did, indeed, harm
2 consumers.

3 70. Defendants' unfair and deceptive business practices have unjustly harmed
4 Amazon and are causing Amazon to suffer damages.

5 71. Amazon is entitled to treble damages and attorneys' fees, pursuant to RCW
6 19.86.090.

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

10 **SECOND CLAIM FOR RELIEF**
11 **Intentional Interference with Contractual Relations**

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

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

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

18 76. Defendants have knowledge of these contracts and the contractual prohibitions
19 against fake and paid reviews.

20 77. Defendants intended to disrupt and, with malice and through unfair means, did
21 interfere with the performance of these contracts.

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

23 **THIRD CLAIM FOR RELIEF**
24 **Unjust Enrichment/Restitution**

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

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

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

11 **PRAAYER FOR RELIEF**

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

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

17 (a) Cease and desist from selling or facilitating the sale of Amazon reviews;

18 (b) Provide information sufficient to identify each Amazon review created in
19 exchange for payment and the accounts and persons who created or paid for such
20 reviews; and

21 (c) Cease and desist from assisting, aiding, or abetting any other person or
22 business entity in engaging in or performing any of the activities referred to in
23 subparagraph (a) above.

24 2. That the Court enter an Order requiring Defendants to disgorge their profits and
25 declaring that Defendants hold in trust, as constructive trustees for the benefit of Amazon, their
26 illegal profits gained from the sale of fraudulently compensated reviews, and requiring
27

1 Defendants to provide Amazon with a full and complete accounting of all amounts obtained as a
2 result of Defendants' illegal activities;

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

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

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

10 DATED this 22nd day of February, 2022.

11 Davis Wright Tremaine LLP
12 Attorneys for Plaintiffs

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