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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MARCIA BURKE, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

AMAZON SERVICES LLC, a Nevada limited
liability company,

Defendant.

CASE NO.

CLASS ACTION COMPLAINT

JURY DEMAND

Plaintiff Marcia Burke (“Plaintiff”) alleges the following based upon personal knowledge as to herself and her own acts, and upon information and belief and the investigation by Plaintiff’s counsel, which included, among other things, a review of public documents, marketing materials, and announcements made by Amazon Services, LLC (“Amazon”) as to all other matters. Plaintiff believes that substantial additional evidentiary support exists for the allegations set forth herein and will be available after a reasonable opportunity for discovery.

I. NATURE OF THE ACTION

1. This action seeks to remedy the unfair and deceptive practices of Amazon with respect to encouraging third-party sellers to inflate prices to help cover the cost of shipping, even though consumers, who pay for an Amazon Prime Membership, are supposed to get that benefit for free.

1 2. Amazon Prime Members pay \$79 a year for Amazon Prime, which gives
2 Members free two-day shipping on Prime-Eligible products. Defendant recognizes that
3 consumers who purchased an Amazon Prime Membership did so to avoid or limit shipping
4 charges.

5 3. On information and belief, Plaintiff alleges that during the Class Period,
6 Defendant encouraged vendors who use Amazon to ship its items (referred to as Fulfillment by
7 Amazon or FBA), to mark up the prices of these items to ultimately include shipping charges.
8 Furthermore, Defendant provides these vendors priority by showing their items first in the
9 Prime Member's product search results.

10 4. By concealing the shipping charges in the price of the product, Amazon is able
11 to recoup the cost of shipping because it receives a percentage of the product's price.

12 5. Defendant's conduct was unfair, unlawful, fraudulent, is likely to deceive
13 members of the public, and is substantially injurious to consumers. As such, Plaintiff seeks
14 relief in this action individually and as a class action on behalf of all purchasers in the United
15 States of Defendant's Amazon Prime Membership.

16 II. PARTIES

17 6. Plaintiff Marcia Burke ("Burke" or "Plaintiff") is a citizen of Alabama and an
18 individual consumer. During the Class Period, Plaintiff became an Amazon Prime Member and
19 utilized the Amazon Prime "free shipping" service at least eighteen times from January 11,
20 2010 through December 14, 2010. Plaintiff, individually and on behalf of a class of persons
21 and/or entities similarly situated, brings this action for damages and such other relief as may be
22 available against Defendant.

23 7. Defendant Amazon Services LLC ("Amazon" or "Defendant") is a Nevada
24 limited liability company headquartered in Seattle, Washington. According to Amazon.com's
25 January 31, 2014 Form 10-K, Amazon Services LLC provides fulfillment in connection with
26 certain of its sellers programs. Amazon.com and its affiliates operate as the world's largest
online retailer.

III. JURISDICTION AND VENUE

1
2 8. This Court has original jurisdiction over the claims asserted herein individually
3 and on behalf of the class pursuant to 28 U.S.C. §1332, as amended in February 2005 by the
4 Class Action Fairness Act. Plaintiff is a citizen and resident of Alabama. Defendant is a Nevada
5 limited liability company headquartered in Seattle, Washington. It is wholly owned by
6 Amazon.com, Inc. a Delaware corporation also headquartered in Seattle, Washington. Plaintiff
7 and Defendant are citizens of different states and the matter in controversy exceeds \$75,000,
8 exclusive of interest and costs. Personal jurisdiction is proper as Amazon is domiciled in
9 Washington and has purposefully availed itself of the privilege of conducting business
10 activities within the State of Washington.

11 9. Defendant (a citizen of Washington) operates its retail websites, such as
12 amazon.com and amazon.ca, which are the subject of the present complaint, in this District.
13 Thus, under 28 U.S.C. §§1391(c)(2) and (d), Defendant is deemed to reside in this District. As
14 such, venue is proper in this judicial district under 28 U.S.C. §1391(b)(1) because Defendant is
15 deemed to reside in this District and under 28 U.S.C. §1391(b)(2) because Defendant conducts
16 business in this District and a substantial part of the events giving rise to the claims set forth
17 herein occurred in this District.


18 10. As an additional basis for venue, Amazon's Participation Agreement contains a
19 forum selection clause setting venue in King County, Washington federal court. Amazon's
20 Conditions of Use Agreement states that:

21 Any dispute . . . in which the aggregate total claim for relief
22 sought on behalf of one or more parties exceeds \$7,500 shall be
23 adjudicated in any state or federal court in King County,
24 Washington . . . [That court shall have] exclusive jurisdiction and
25 venue.

26 11. Accordingly, venue is proper under 28 U.S.C. §1391.


IV. FACTUAL ALLEGATIONS

A. The Amazon Prime Program

12. Throughout the Class Period, purchasers on Amazon.com could join the Amazon Prime Program (“Prime Program”) by paying Amazon a \$79 annual membership fee. In return, Amazon agreed that “Prime Program” Members would receive free shipping for items: (a) purchased from third-party vendors that participate in the Prime Program; and (b) designated on the relevant website as .

13. Until February 22, 2011 (the end of the Class Period), free shipping on items designated as Prime-Eligible was the exclusive benefit of Prime Program Membership.¹ Over the years Amazon has increased Prime’s appeal by including extras, such as movie and television streaming and Kindle e-book borrowing.

B. Amazon’s Agreement that Shipping Charges Would Not Be Included in Items Designated as “Prime Eligible”

14. The term “Prime-Eligible” refers to all goods for sale on the relevant website that are designated . Products eligible for Prime will be designated as such on their product pages. In return for the annual \$79 Prime Program Membership fee, Amazon agreed: (a) to provide free shipping on any and all Prime Program Member purchases of Prime Eligible items; and (b) that shipping charges would not be included in the prices of items offered for sale as Prime Eligible.

15. The Prime Program benefits include: (a) *free two-day shipping* on Prime Eligible items; and (b) *free standard shipping* on Prime Eligible items.

C. Fulfillment by Amazon (FBA)

16. Fulfillment by Amazon (“FBA”) is a service offered by Amazon to third-party vendors. Under FBA, the third-party vendor pays Amazon certain fees. In return, Amazon stores the products in Amazon’s fulfillment centers, and Amazon will pick, pack, ship and

¹ On that date, Amazon began providing streaming movies and TV shows for free to members of its \$79/year Amazon Prime program.

1 provide customer service for these products. Third-party vendors who participate in the FBA
2 are referred to as “FBA Vendors.”

3 17. Amazon allows and encourages FBA Vendors to list items for sale as Prime-
4 Eligible, therefore promising that the items would be sold without charging for shipping.
5 Amazon promotes that “Prime members love free Two-Day shipping” and that “FBA Listings
6 on Amazon.com benefit from customer awareness of discounted shipping—and because most
7 FBA listings are ranked without a shipping cost, [an FBA Vendor] get[s] an edge when
8 competing!”²

9 **D. Amazon Encourages FBA Vendors to Mark Up Prices of Prime-Eligible**
10 **Items to Include Shipping Charges**

11 18. On information and belief, Plaintiff alleges that throughout the Class Period: (a)
12 Defendant encouraged FBA vendors to include the amount they would have charged for
13 shipping in their item prices in order to maximize total revenue and profit margins; and (b)
14 FBA Vendors increased their prices to Prime Program Members by the amount they charged
15 others for shipping without revealing that a portion of those inflated prices was for shipping
16 fees.

17 19. When an FBA Vendor prices an item on Amazon, the total price charged to the
18 consumer includes the shipping price. Since items sold through FBA are eligible for Free Super
19 Saver Shipping and Amazon Prime, FBA sellers actually raise their prices to match or top their
20 competitor’s total price. For example, if the price of an item is advertised for \$10 with \$3.99
21 shipping and the FBA Vendor wishes to match or top their price, the FBA Vendor would
22 charge \$13.99 or higher.

23 20. Items are more competitively priced and typically listed higher in rank because
24 listings are sorted by price. FBA listings on Amazon.com are sorted by product price with no
25 shipping costs included since FBA vendor products are eligible for free shipping. For instance,
26

² <http://services.amazon.com/content/fulfillment-by-amazon.htm>

1 an FBA Vendor’s product will be listed as “Eligible for FREE Super-Saver Shipping.” As a
2 Prime Member, the customer is afforded free 2-day shipping.

3 21. Amazon concealed this price increase by giving priority to FBA Vendors,
4 showing their items first in the results of a Prime Member’s product search.

5 **E. Raising Prime-Eligible Item Prices by Shipping Charges Increases
6 Amazon’s FBA Fees and Allows Amazon to Capture its Shipping Costs**

7 22. Amazon charges FBA Vendors a “referral fee,” which is a percentage of the
8 price of the Prime-Eligible item. Amazon deducts as a referral fee a percentage of the item
9 price, excluding any taxes collected through Amazon tax collection services.

10 23. Increasing a FBA item price by an amount equal to normal shipping charges—as
11 recommended by Amazon—results in (a) a higher referral fee paid by FBA Vendors to
12 Amazon; and (b) the direct and immediate recovery by Amazon, in whole or in part, of its cost
13 of “free” shipping, contrary to its contractual obligations to Prime Program Members, and
14 contrary to FTC guidelines, which read:

15 (b) *Meaning of “Free.”*

16 (1) (W)hen the purchaser is told that an article is “Free” to her if
17 another article is purchased, the word “Free” indicates that she is
18 paying nothing for that article and no more than the regular price
19 for the other. *Thus, a purchaser has a right to believe that the
20 merchant will not directly and immediately recover, in whole or
21 in part, the cost of the free merchandise or service by marking
22 up the price of the article which must be purchased....*

23 16 C.F.R. §251.1(b)(1) (emphasis added).

24 **F. Plaintiff’s Prime Program Membership**

25 24. From approximately January 11, 2010 through December 14, 2010, Plaintiff was
26 an Amazon Prime Program Member and paid the annual membership fee of \$79 to Amazon. In
return for the \$79 annual membership fee, Amazon represented to Plaintiff, like all Prime
Program Members, that she would receive free shipping on her Prime-Eligible purchases, and

1 that the prices of Prime-Eligible items would not be increased by the inclusion of shipping
2 charges.

3 25. Because Amazon induced FBA Vendors to include shipping charges in the
4 prices of FBA Prime-Eligible items, Plaintiff and other Prime Program Members did not
5 receive free shipping as represented. Instead, Amazon's FBA pricing program resulted in
6 Prime-Eligible items being routinely offered for sale through FBA Vendors at prices inflated
7 because the shipping charges were, in fact, included in the sales price despite Amazon's free
8 shipping promise.

9 26. As a result, Plaintiff and other Prime Program Members were harmed and
10 deceived by Amazon's activity because they paid the \$79 annual Prime Program Membership
11 fee solely for the benefit of free shipping. However, the prices of FBA items offered to Prime
12 Program Members were routinely inflated to include hidden shipping charges.

13 V. CLASS ACTION ALLEGATIONS

14 27. Plaintiff brings this action individually and as a class action pursuant to Federal
15 Rule of Civil Procedure 23 on behalf of herself and the Class defined as follows:

16 All persons and entities in the United States who became
17 Amazon Prime Members at any time from October 24, 2007 until
18 February 22, 2011, and paid one or more \$79 annual Prime
19 membership fees during that Class Period. Specifically excluded
20 from this Class are Defendant; the officers, directors, or
21 employees of Defendant; any entity in which a Defendant has a
22 controlling interest; and any affiliate, legal representative, heir, or
23 assign of Defendant. Also excluded are those who assert claims
24 for personal injury as well as any federal, state, or local
25 governmental entities, any judicial officer presiding over this
26 action and the members of his/her immediate family and judicial
staff, and any juror assigned to this action.

27 28. The Class is sufficiently numerous, as it includes millions of persons who have
28 purchased an Amazon Prime Membership. Thus, joinder of such persons in a single action or
29 bringing all members of the Class before the Court is impracticable for purposes of Rule
30 23(a)(1).

1 29. The question is one of a general or common interest of many persons and it is
2 impractical to bring them all before the Court. The disposition of the claims of the members of
3 the Class in this class action will substantially benefit both the parties and the Court.

4 30. Class certification is appropriate under Rule 23(b)(3) because common
5 questions of law and fact substantially predominate over any questions that may affect only
6 individual members of Class. Among these common questions of law and fact are:

7 a) Whether shipping charges were routinely included in the prices of FBA
8 Prime-Eligible items;

9 b) whether the routine inclusion of shipping charges in the prices of FBA
10 Prime-Eligible items constitutes a breach of Amazon's promise to Prime Program Members
11 that shipping charges would not be included in the prices of items offered for sale as FBA
12 Prime-Eligible;

13 c) whether Washington law applies to the claims of all Class members; and

14 d) whether Amazon's activity was unfair and deceptive in trade or
15 commerce, adversely impacting the public interest.

16 31. The members of the Class were similarly affected by having purchased an
17 Amazon Prime Membership for its intended purpose as promoted by Defendant as set forth in
18 detail herein, and the relief sought herein is for the benefit of Plaintiff and other members of the
19 Class. Thus, there is a well-defined community of interest in the questions of law and fact
20 involved in this action and affecting the parties.

21 32. Plaintiff asserts claims that are typical of the claims of the Class for purposes of
22 Rule 23(a)(3). For the following non-inclusive reasons, Plaintiff's claims are typical of those of
23 the Class members.

24 a) Plaintiff, like all Class members, became an Amazon Prime Program
25 Member during the period that the Terms and Conditions governing her Amazon Prime
26 Program membership provided that:

- 1 i. disputes involving an “aggregate total claim for relief sought on
2 behalf of one or more parties exceeds \$7,500 shall be adjudicated in
3 any state or federal court in King County, Washington...”; and
4 ii. “the laws of the state of Washington will govern any dispute of any
5 sort that might arise between you and Amazon...”

6 b) Amazon continually breached its promise to Plaintiff and Prime Program
7 Members that shipping charges would not be included in the prices of items offered for sale as
8 FBA Prime-Eligible. Shipping charges were, throughout the Class period, routinely included in
9 the prices of FBA Prime-Eligible items.

10 33. Plaintiff will fairly and adequately represent and protect the interests of the
11 members of the Class for purposes of Rule 23(a)(4). Plaintiff has no interests antagonistic to
12 those of other members of each respective Class. Plaintiff is committed to the vigorous
13 prosecution of this action and has retained counsel experienced in litigation of this nature to
14 represent her. Plaintiff anticipates no difficulty in the management of this litigation as a class
15 action.

16 34. Defendant engaged in a common course of conduct giving rise to the legal rights
17 sought to be enforced by the members of the Class. Similar or identical statutory and common
18 law violations and deceptive business practices are involved. Individual questions, if any, pale
19 by comparison to the numerous common questions that predominate.

20 35. Proceeding as a class action provides substantial benefits to both the parties and
21 the Court because this is the most efficient method for the fair and efficient adjudication of the
22 controversy. Because of the nature of the individual claims of the members of Class, few, if
23 any, could or would otherwise afford to seek legal redress against Defendant for the wrongs
24 complained of herein, and a representative class action is therefore the appropriate, superior
25 method of proceeding and essential to the interests of justice insofar as the resolution of claims
26 of the members of the Class is concerned. Absent a representative class action, members of the
Class would continue to suffer losses for which they would have no remedy, and Defendant

1 would unjustly retain the proceeds of their ill-gotten gains. Even if separate actions could be
2 brought by individual members of the Class, the resulting multiplicity of lawsuits would cause
3 undue hardship, burden, and expense for the Court and the litigants, as well as create a risk of
4 inconsistent rulings, which might be dispositive of the interests of the other members of the
5 Class who are not parties to the adjudications and/or may substantially impede their ability to
6 protect their interests.

7 36. Given the similar nature of Class members' claims and the contractual provision
8 designating the laws of the State of Washington as governing, a nationwide class can be
9 managed by this court. Thus, a significant economy of scale exists in concentrating the
10 litigation in this forum.

11 VI. CAUSES OF ACTION

12 FIRST CLAIM FOR RELIEF

13 (Breach of Contract on Behalf of Plaintiff and the Class)

14 37. Plaintiff re-alleges each and every allegation contained above as if fully set forth
15 herein.

16 38. Plaintiff and members of the Class entered into a written agreement with
17 Defendant to pay Amazon a \$79 annual membership fee to become a Prime Program member.
18 As a Prime Program member, Plaintiff and members of the Class were told that they would
19 receive free shipping for items: (a) purchased from third-party vendors that participate in the
20 Prime Program; and (b) designated on the relevant website as FBA Prime-Eligible.

21 39. The routine inclusion and encouragement of shipping charges in the prices of
22 FBA Prime-Eligible items constitutes a breach of Amazon's promise to Prime Program
23 Members that shipping charges would not be included in the prices of items offered for sale as
24 FBA Prime-Eligible, and violates Amazon's agreement that shipping would be "free."

25 40. As a direct result of Amazon's breach, Plaintiff and members of the Class were
26 damaged by Amazon's breach of the contract in that they paid the \$79 Prime membership fee

1 and were not afforded the benefits of the Prime Program. Amazon was unjustly benefited at the
2 expense and to the detriment of Plaintiff and the Class members.

3 **SECOND CLAIM FOR RELIEF**

4 **(Washington Consumer Protection Act Wash Rev. Code Ann §§ 19.86.020 et seq.**
5 **Violations on Behalf of Plaintiff and Class)**

6 41. Plaintiff re-alleges each and every allegation contained above as if fully set forth
7 herein and, to the extent necessary, pleads this cause of action in the alternative.

8 42. The Defendant's acts and representations described above constitute unfair and
9 deceptive acts or practices in the conduct of trade or commerce which affect the public interest
10 within the meaning of the Washington Consumer Protection Act, Wash. Rev. Code Ann.
11 §19.86, *et seq.*

12 43. Amazon had a statutory and contractual duty to refrain from unfair or deceptive
13 acts or practices in trade and commerce.

14 44. Amazon's conduct, described above, was unfair and deceptive in trade and
15 commerce.

16 45. Amazon engaged in a per se unfair trade practice with regard to advertising
17 "free" shipping to Prime Members. Amazon's unfair and deceptive conduct in trade and
18 commerce, described above, impacted the public interest, and injured Plaintiff and the Class
19 she seeks to represent.

20 46. Plaintiff seeks compensatory damages, punitive and special damages including
21 but not limited to treble damages, as well as reasonable attorneys' fees and costs resulting from
22 Defendant's conduct.

23 **VII. PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment and relief against Defendant as follows:

25 A. That the Court certify the Class under Rule 23 of the Federal Rules of Civil
26

1 Procedure and appoint Plaintiff as Class Representative and her attorneys as Class Counsel to
2 represent the members of the Class;

3 B. That the Court declare that Defendant's conduct constitutes a breach of contract
4 as well as violation of The Washington Consumer Protection Act;

5 C. That the Court order Defendant to implement whatever measures are necessary
6 to remedy the unlawful, unfair, or fraudulent business acts or practices, untrue and misleading
7 advertising, and other violations of law described in this Complaint;

8 D. That the Court order Defendant to notify each and every individual and/or
9 business who purchased an Amazon Prime Membership during the Class Period of the
10 pendency of the claims in this action in order to give such individuals and businesses an
11 opportunity to obtain restitution from Defendant;

12 E. That the Court award actual/compensatory damages in an amount to be proven,
13 and consisting of, among other things, a refund of all annual Prime Program membership fees
14 paid and all shipping fees paid during the Class period;

15 F. That the Court award treble damages as provided under the Washington
16 Consumer Protection Act;

17 G. That the Court order Defendant to pay restitution to restore to all affected
18 persons all funds acquired by means of any act or practice declared by this Court to be an
19 unlawful, unfair, or a fraudulent business act or practice, plus pre- and post-judgment interest
20 thereon;

21 H. That the Court grant such other and further relief as may be just and proper.

22 **VIII. JURY DEMAND**

23 Plaintiff demands a trial by jury on all causes of action so triable.
24
25
26

1 Respectfully submitted,
2 TOUSLEY BRAIN STEPHENS PLLC

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United States District Court

for the
Western District of Washington

_____)
)

Plaintiff

v.

_____)

Defendant

Civil Action No. _____

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

A lawsuit has been filed against you.

Within ___ days after service of this summons on you (not counting the day you received it) - or ___ days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address is:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

PROOF OF SERVICE

This section should not be filed with the court unless required by Fed. R. Civ. P. 4(1)

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

I personally served the summons and complaint on the individual at *(place)*

_____ on *(date)* _____ ; or

I left the summons and complaint at the individual's residence or usual place of abode with *(name)*

_____, a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons and complaint on *(name of individual)* _____

who is designated by law to accept service of process on behalf of *(name of organization)*

_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MARCIA BURKE, Individually and on Behalf of All Others Similarly Situated,

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Tousley Brain Stephens PLLC
1700 Seventh Avenue, Suite 2200
Seattle, WA 98101; Telephone: (206) 682-5600

DEFENDANTS

AMAZON SERVICES LLC, a Nevada limited liability company

County of Residence of First Listed Defendant King
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | | | |
|---|---------------------------------------|--------------------------------|---|--------------------------------|---|
| Citizen of This State | PTF <input type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | PTF <input type="checkbox"/> 4 | DEF <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC § 1332

Brief description of cause:
Class action regarding Amazon's unfair business practices.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMANDS

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Hon. Brian A. Tsuchida

DOCKET NUMBER 14cv-00244

DATE
03/07/2014

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____