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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NATALIE GIANNE, NIKKI SANDERS,
CHARLES BAUBLITZ, and JEFF WISEMAN,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

AMAZON.COM INC.,

Defendant.

NO. 2:24-cv-309

CLASS ACTION COMPLAINT
DEMAND FOR JURY TRIAL

Plaintiffs Natalie Gianne, Nikki Sanders, Charles Baublitz, and Jeff Wiseman, individually and on behalf of all others similarly situated, allege the following based on their personal experience and their counsel’s investigation:

INTRODUCTION

1. Amazon.com, Inc. (“Amazon”) is one of the largest companies in the world. It describes itself as a “customer-centric” company with a “Customer Obsession.”

2. For twelve years, Amazon sold a subscription service called Amazon Prime that includes, among its features, access to Prime Video, an ad-free streaming service of movies and

1 television shows. Amazon Prime is a popular subscription service, with “more than 200 million
2 Prime members worldwide[,]”¹ and more than 160 million members in the United States.²

3 3. Amazon Prime subscribers, including Plaintiffs, purchased and renewed their
4 Amazon Prime membership year after year in part because of Prime Video’s ad-free feature.

5 4. Amazon offers Amazon Prime in annual subscriptions in exchange for an annual
6 fee, which is currently \$139 per year. The annual subscription fee is paid upfront.

7 5. On January 29, 2024, Amazon unilaterally changed the terms of its annual
8 contract with subscribers by demanding that subscribers pay another \$2.99 per month to
9 continue enjoying the same level of service of Prime Video—without interruptions like
10 commercials and other advertisements. Plaintiffs and Class members, however, had already
11 paid their subscription fee for one full year of Prime, including access to ad-free Prime Video.

12 6. Amazon Prime subscribers, including Plaintiffs, reasonably believed and
13 expected that when they paid their annual Prime subscription fee, it would include Prime
14 Video’s ad-free feature for the entire duration of their annual subscription.

15 7. Plaintiffs and proposed Class members did not receive the benefit of their
16 bargain. They signed up and paid for an annual subscription that included ad-free streaming of
17 movies and TV shows, and now they have a subscription that is worth less. Plaintiffs and
18 proposed Class members are no longer able to watch ad-free movies and TV shows unless they
19 pay an additional \$2.99 per month, in addition to the amount they already paid.

20 8. Plaintiffs now bring this proposed class action on behalf of all persons who paid
21 upfront fees for their annual subscription to Amazon Prime before Amazon’s announcement
22 that it would begin showing advertisements during streaming of movies and TV shows on
23 Prime Video. They allege claims for breach of contract, breach of the implied covenant of good

24 _____
25 ¹ 2020 Letter to Shareholder, AMAZON, available at <https://www.aboutamazon.com/news/company-news/2020-letter-to-shareholders> (last visited Feb. 29, 2024).

26 ² Daniela Coppola, *Number of Amazon Prime Users in the United States from 2017 to 2022 with a Forecast for 2023 and 2024*, STATISTA (Jul. 11, 2023), available at <https://www.statista.com/statistics/504687/number-of-amazon-prime-subscription-households-usa/> (last visited Feb. 29, 2024).

1 faith and fair dealing, and violation of the Washington Consumer Protection Act, and seek all
2 available monetary relief.

3 **PARTIES**

4 9. Plaintiff Natalie Gianne is a resident and citizen of Los Angeles, California.

5 10. Plaintiff Nikki Sanders is a resident and citizen of Garden Grove, California.

6 11. Plaintiff Charles Baublitz is a resident and citizen of Perry Hall, Maryland.

7 12. Plaintiff Jeff Wiseman is a resident and citizen of Deerfield, Illinois.

8 13. Defendant Amazon, Inc. is a Delaware corporation, which maintains its
9 principal place of business at 410 Terry Avenue North, Seattle, Washington 98109. Amazon is
10 the world's largest online retailer. Amazon offers subscription services such as Amazon Prime,
11 a membership program that includes free shipping, access to thousands of movies and
12 television shows through its streaming video service called Prime Video, and other benefits.

13 **JURISDICTION AND VENUE**

14 14. This Court has jurisdiction over this action under the Class Action Fairness Act,
15 28 U.S.C. § 1332(d). There are at least 100 members in the proposed class, the aggregated
16 claims of the individual class members exceed the sum or value of \$5,000,000, exclusive of
17 interests and costs, and this is a class action in which one or more members of the proposed
18 class, including Plaintiffs, are citizens of a state different from Amazon.

19 15. This Court has general personal jurisdiction over Amazon because Amazon has
20 its principal place of business in the State of Washington. Amazon also does business in
21 Washington, directly or through agents, and has registered with the Washington Secretary of
22 State, such that Amazon has sufficient minimum contacts with Washington.

23 16. Venue is proper in this District under 28 U.S.C. § 1391 because Amazon resides
24 in this District and a substantial part of the events or omissions giving rise to Plaintiffs' claims
25 occurred in this District.

1 17. The Amazon Prime Terms & Conditions also contain a venue provision
2 specifying this judicial district under the terms of use for all Amazon Prime and Prime Video
3 subscribers.³

4 **FACTUAL ALLEGATIONS**

5 **Amazon's Business Background**

6 18. Amazon is one of the most valuable and largest companies in the world, with a
7 market capitalization of \$1.84 trillion dollars. This year, Fortune magazine named Amazon as
8 the third most admired company in the world for the eighth year in a row.

9 19. Amazon is an American multinational technology company offering a wide
10 range of products and services, including online retail, media services, grocery stores, cloud
11 computing, and artificial intelligence.

12 20. Amazon's business that is relevant to this Complaint is its paid subscription
13 services, Amazon Prime, which includes Prime Video.

14 **Amazon Prime**

15 21. In 2005, Amazon introduced a subscription service called Amazon Prime that
16 offered customers unlimited free two-day delivery on orders for \$79 a year. Today, Amazon
17 Prime is simply known as Prime and is a cornerstone of Amazon's business model.

18 22. For an annual subscription fee of \$139 or a monthly fee of \$14.99, subscribers
19 buy access to two-day free shipping on eligible products, access to Prime Video (as discussed
20 below), and access to music streaming, among other things.⁴

21
22 ³ Amazon Prime Terms & Conditions (last updated May 11, 2021), available at
23 <https://www.amazon.com/gp/help/customer/display.html?nodeId=G2B9L3YR7LR8J4XP> (last
24 visited Feb. 28, 2024); Amazon Prime Video Terms of Use (last updated October 19, 2023),
25 available at <https://www.primevideo.com/help?nodeId=202095490&view-type=content-only>
26 (last visited Feb. 28, 2024); Conditions of Use (last updated Sept. 14, 2022), available at
<https://www.amazon.com/gp/help/customer/display.html?nodeId=201909000&pop-up=1> (last
visited Feb. 28, 2024).

⁴ *Prime*, AMAZON, available at <https://www.amazon.com/amazonprime> (last visited Feb. 29,
2024).

1 27. Many consumers, like Plaintiffs, who prefer to watch movies and TV shows ad-
2 free or commercial free, opted to pay for an annual Prime subscription that included ad-free
3 Prime Video, instead of Freevee. Year after year, from 2011 through 2023, consumers, like
4 Plaintiffs, decided to subscribe to or keep their Prime membership in part because of the ad-free
5 feature of Prime Video. Amazon has never increased subscription fees during the term of an
6 annual subscription membership paid upfront.

7 **Amazon Prime's Terms & Conditions**

8 28. Prime is governed by the Amazon Prime Terms & Conditions⁶ and the Amazon
9 Prime
10 Video Terms of Use.⁷ While Amazon has given itself sole discretion to remove or add benefits
11 to Prime, it is not permitted to increase the price of Prime Video during the subscription period.
12 The Prime Video Terms of Use state: "Amazon reserves the right to make changes to this
13 Agreement for legal or regulatory reasons; for security reasons; to enhance existing features or
14 add additional features to the Service; to reflect advancements in technology; to make
15 reasonable technical adjustments to the Service; and to ensure the ongoing operability of the
16 Service at any time by posting the revised terms in connection with the Service or on your
17 Video Marketplace (noted here). You will be able to not accept these changes by canceling
18 your subscription at any time. To the maximum extent permitted by law, your continued use of
19 the Service or Software following any changes will constitute your acceptance of such changes.
20 **However, any increase in subscription fee will not apply until your subscription is**
21 **renewed**" (emphasis added).

22 29. Amazon did not remove Prime Video as a feature or benefit of Prime nor has it
23 eliminated the availability of ad-free Prime Video altogether. Instead, it increased the

24 ⁶ *Amazon Prime Terms & Conditions*, AMAZON HELP & CUSTOMER SERVICE (last
25 updated May 11, 2021), available at
26 <https://www.amazon.com/gp/help/customer/display.html?nodeId=G2B9L3YR7LR8J4XP> (last
visited Mar. 1, 2024).

⁷ *Id.*

1 subscription fee of the Prime subscription by requiring Prime members to pay \$2.99 to receive
2 the same benefits Amazon agreed to provide when Plaintiffs paid for their annual subscription.

3 30. An annual subscription is a contract between a company and a customer that
4 lasts for 12 months, and all fees are paid in full upon signing up, with the company providing a
5 service or product for the entire year.

6 31. Annual Prime members, like Plaintiffs, subscribing to Amazon Prime did not
7 agree to allow Amazon to charge Plaintiffs more money for the benefits of their Prime
8 subscription during their one-year membership period after they already agreed to and paid the
9 annual subscription fee. But that is precisely what Amazon did when it materially changed
10 Prime Video from ad-free to commercials and demanded an extra \$2.99 per month for the exact
11 service Plaintiffs and Class members already paid for.

12 **Amazon's Breach of Contract**

13 32. Streaming companies have begun to implement price hikes to generate additional
14 revenue and continued growth. Amazon is no exception.

15 33. On January 29, 2024, Amazon unilaterally changed the price of its annual Prime
16 memberships during the contract period. Specifically, Amazon materially changed Prime Video
17 from ad-free to containing commercials and other advertisements and demanded that Plaintiffs
18 pay an additional \$2.99 a month for the ad-free service they already paid for.

19 34. Consumers, like Plaintiffs, do not like advertisements when watching movies or
20 TV shows. According to a recent survey, from user-first media platform Picnic, in partnership
21 with global public opinion company YouGov, 70% of consumers find ads annoying.⁸ Even
22 Joanna Coles, former chief content officer of Hearst Magazines stated in 2022, "People hate
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25 ⁸ See <https://adage.com/creativity/work/brands-are-wasting-budget-annoying-ads-do-more-harm-good-new-yougov-survey-finds/2534216#:~:text=More%20than%20two%2Dthirds%20of,by%20excessive%20and%20intrusive%20ads> (last visited Mar. 2, 2024).
26

1 advertising. They f@&*ing truly and actually, hate it ...”⁹ Ms. Coles also said that consumers
 2 will take any opportunity to skip ads.¹⁰ Proctor & Gamble Chief Brand Officer Marc Pritchard,
 3 the world’s biggest advertiser, has largely agreed with that observation.¹¹

4 35. Amazon’s price increase is not a modification permitted under the Amazon
 5 Prime Video Terms of Use.

6 36. Moreover, the price increase for the same service Plaintiffs and Class members
 7 contracted for breached Paragraph 6.e of the Prime Video Terms of Use.

8 37. According to a Bank of America research analyst, “Amazon can expect \$3
 9 billion in potential ad revenue yearly. An extra \$1.6 billion could be made from the ad-free
 10 Prime Video upcharge.”¹²

11 38. By increasing the subscription fee in the middle of Plaintiffs’ subscription term
 12 by \$2.99 per month, Amazon has breached the contract.

13 **PLAINTIFFS’ EXPERIENCES**

14 **A. Natalie Gianne**

15 39. Ms. Gianne has been an annual Prime subscriber for years, and has always
 16 understood that Prime Video was ad-free. In June 2023, Ms. Gianne made the decision to
 17 renew her annual Prime subscription with the understanding that Prime would include Prime
 18 Video’s ad-free feature for the duration of her subscription, like in past renewals. Ms. Gianne’s
 19 Prime subscription ends in June 2024.

20 40. However, in or around the end of December of 2023, Ms. Gianne received an
 21 email from Amazon stating starting January 29, 2024, she must pay an additional \$2.99 per
 22 month to have ad-free streaming. Since January 29, she has noticed ads while using Prime

23 ⁹ See [https://www.forbes.com/sites/avidan/2022/06/27/7-reasons-people-hate-your-ads-and-
 24 what-do-about-it/](https://www.forbes.com/sites/avidan/2022/06/27/7-reasons-people-hate-your-ads-and-what-do-about-it/) (last visited Mar. 2, 2024).

25 ¹⁰ *Id.*

26 ¹¹ *Id.*

¹² See <https://cybernews.com/news/amazon-prime-video-ads-revenue/> (last visited Mar. 2,
 2024).

1 Video. Since the ads were annoying, Ms. Gianne paid the additional \$2.99 to have ad-free
2 streaming.

3 **B. Nikki Sanders**

4 41. Ms. Sanders has been an annual Prime subscriber since around 2012, and has
5 always understood that Prime Video was ad-free. In August 2023, Ms. Sanders made the
6 decision to renew her annual Prime subscription with the understanding that Prime would
7 include Prime Video's ad-free feature for the duration of her subscription, like in past renewals.
8 Ms. Sanders' Prime subscription ends in August 2024.

9 42. However, in or around the end of December of 2023, Ms. Sanders received an
10 email from Amazon stating starting January 29, 2024, she must pay an additional \$2.99 per
11 month to have ad-free streaming.

12 **C. Charles Baublitz**

13 43. Mr. Baublitz has been an annual Prime subscriber for at least four years, and has
14 always understood that Prime Video was ad-free. In August 2023, Mr. Baublitz made the
15 decision to renew his annual Prime subscription with the understanding that Prime would
16 include Prime Video's ad-free feature for the duration of his subscription, like in past renewals.
17 Mr. Baublitz' Prime subscription ends in August 2024.

18 44. However, in or around the end of December of 2023 or early January 2024, Mr.
19 Baublitz received a notification from Amazon stating starting January 29, 2024, he must pay an
20 additional \$2.99 per month to have ad-free streaming.

21 **D. Jeff Wiseman**

22 45. Mr. Wiseman has been an annual Prime subscriber for about 6 or 7 years, and
23 has always understood that Prime Video was ad-free. In October 2023, Mr. Wiseman made the
24 decision to renew his annual Prime subscription with the understanding that Prime would
25 include Prime Video's ad-free feature for the duration of his subscription, like in past renewals.
26 Mr. Wiseman's Prime subscription ends in October 2024.

1 46. However, in or around the end of December of 2023, Mr. Wiseman received an
2 email from Amazon stating starting January 29, 2024, he must pay an additional \$2.99 per
3 month to have ad-free streaming.

4 **CLASS ACTION ALLEGATIONS**

5 47. Pursuant to Rule 23(a), (b)(2), (b)(3), and/or (c)(4) of the Federal Rules of Civil
6 Procedure, Plaintiffs bring this action individually and on behalf of the following proposed
7 Class of persons, initially defined as:

8 All persons in the United States who paid an annual membership fee for Amazon Prime
9 between January 30, 2023, and December 26, 2023.

10 48. Excluded from the proposed Class are Defendant; any affiliate, parent, or
11 subsidiary of Defendant; any entity in which Defendant has a controlling interest; any officer,
12 director, or employee of Defendant; any successor or assign of Defendant; and any judge to
13 whom this case is assigned and any member of his or her immediate family.

14 49. Plaintiffs reserve their right to revise the class definition after having any
15 opportunity to conduct discovery and further investigation. Members of the proposed Class are
16 readily ascertainable because the class definition is based on objective criteria.

17 50. **Numerosity**. Defendant has sold millions of annual subscriptions for Amazon
18 Prime. Members of the proposed Class likely number in the hundreds of thousands and are thus
19 too numerous to practically join in a single action. Class members may be notified of the
20 pendency of this action by email, supplemented by published notice (if deemed necessary or
21 appropriate by the Court).

22 51. **Commonality and Predominance**. Common questions of law and fact exist as
23 to all proposed Class members and predominate over questions affecting only individual class
24 members. These common questions include, but are not limited to:

- 25 a. Whether Defendant breached the Amazon Prime Terms & Conditions by
26 increasing the price of the membership by an additional \$2.99 per month;

- 1 b. Whether Defendant breached the implied covenant of good faith and fair dealing
- 2 by increasing the price of the membership by an additional \$2.99 per month;
- 3 c. Whether Defendant was legally obligated to provide Plaintiffs and members of
- 4 the Class with Amazon Video without ads for one year at the price they paid for
- 5 their subscription;
- 6 d. Whether the benefits of Plaintiffs' Prime Subscriptions constitute property
- 7 interests; and
- 8 e. Whether Defendant's conduct injured Plaintiffs and members of the proposed
- 9 Class.

10 52. **Typicality**. Plaintiffs' claims are typical of the claims of the proposed Class.

11 Plaintiffs and members of the proposed Class are all annual subscribers of Defendant's Prime,

12 and Defendant was legally contracted to provide them Amazon Video without ads for one year

13 at the price they paid for their subscription.

14 53. **Adequacy**. Plaintiffs are adequate representatives of the proposed Class

15 because their interests do not conflict with the interests of the members of the Class they seek

16 to represent. Plaintiffs have retained counsel competent and experienced in complex class

17 action litigation and will prosecute this action vigorously on Class members' behalf.

18 54. **Superiority**. A class action is superior to other available means for the fair and

19 efficient adjudication of this dispute. The injury suffered by each Class member, while

20 meaningful on an individual basis, is not of such magnitude as to make the prosecution of

21 individual actions against Defendant economically feasible. Even if Class members themselves

22 could afford such individualized litigation, the court system could not. In addition to the burden

23 and expense of managing many actions arising from the annual subscriptions, individualized

24 litigation presents a potential for inconsistent or contradictory judgments. Individualized

25 litigation increases the delay and expense to all parties and the court system presented by the

26 legal and factual issues of the case. By contrast, a class action presents far fewer management

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

3 55. In the alternative, the proposed Class may be certified because:

- 4 a. The prosecution of separate actions by the individual members of the proposed
5 Class would create a risk of inconsistent adjudications, which could establish
6 incompatible standards of conduct for Defendant;
- 7 b. The prosecution of individual actions could result in adjudications, which as a
8 practical matter, would be dispositive of the interests of non-party class
9 members or which would substantially impair their ability to protect their
10 interests; and
- 11 c. Defendant has acted or refused to act on grounds generally applicable to the
12 proposed Class, thereby making appropriate final and injunctive relief with
13 respect to the members of the proposed class(es) as a whole.

14 **CLAIMS FOR RELIEF**
15 **FIRST CLAIM FOR RELIEF**
16 **(Breach of Contract)**

(All Plaintiffs individually and on behalf of the proposed Class)

17 56. Plaintiffs, individually and on behalf of the Class, re-allege and incorporate by
18 reference each and every allegation set forth in the preceding paragraphs as though alleged in
19 full herein.

20 57. Amazon offered millions of customers the opportunity to subscribe to Amazon
21 Prime, including Amazon Prime Video ad-free, for one year in exchange for an upfront, fixed
22 fee.

23 58. The Amazon Prime Terms & Conditions provide that Washington law applies to
24 the use of the Prime services and features, including Prime Video. Paragraph 6.e of the Amazon
25 Prime Video Terms of Use, incorporated into the Amazon Prime Term & Conditions, do not
26 permit Amazon to change the price of the service at any time during the annual term of the

1 subscription. Paragraph 6.e states, "Amazon reserves the right to make changes to this
2 Agreement for legal or regulatory reasons; for security reasons; to enhance existing features or
3 add additional features to the Service; to reflect advancements in technology; to make
4 reasonable technical adjustments to the Service; and to ensure the ongoing operability of the
5 Service at any time by posting the revised terms in connection with the Service or on your
6 Video Marketplace (noted here). You will be able to not accept these changes by canceling
7 your subscription at any time. To the maximum extent permitted by law, your continued use of
8 the Service or Software following any changes will constitute your acceptance of such changes.
9 However, any increase in subscription fee will not apply until your subscription is renewed."

10 59. Moreover, paragraph 6.d of the Terms of Use state: "Amazon may modify the
11 Service (including any subscription), any Digital Content and/or Software from time to time (i)
12 to improve existing, or add new, functionality and/or features, (ii) to improve or maintain the
13 user experience, (iii) for operational or technical reasons, (iv) to support maintaining quality
14 and quantity of content included in the Service, or (v) for legal or security reasons." Amazon's
15 unilateral price increase for the same services does not fall within Paragraph 6.d.

16 60. By requiring Plaintiffs and Class members to pay an additional \$2.99 per month
17 when Plaintiffs paid their annual subscription up front, Amazon breached the contract with
18 Plaintiffs and Class members.

19 61. Plaintiffs and Class members fulfilled all of the terms and obligations by their
20 annual subscription with Amazon before Amazon's unilateral and material change in Prime
21 Video service from ad-free to advertisements.

22 62. As a result of Amazon's breach, Plaintiffs and Class members sustained
23 damages in an amount to be determined by this Court, including interest on all liquidated sums.
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SECOND CLAIM FOR RELIEF

**(Breach of Implied Covenant of Good Faith and Fair Dealing)
(All Plaintiffs individually and on behalf of the proposed Class)**

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3 63. Plaintiffs, individually and on behalf of the Class, re-allege and incorporate by
4 reference each and every allegation set forth in the preceding paragraphs as though alleged in
5 full herein.

6 64. The Amazon Prime Terms & Conditions provide that Washington law applies to
7 the use of the Prime services and features, including Prime Video.

8 65. Under Washington common law, a covenant of good faith and fair dealing is
9 implied into every contract.

10 66. Amazon offered Plaintiffs and the Class a subscription to Prime, which included
11 Prime Video, for a period of twelve months in exchange for an annual fee. At the time the
12 agreements were entered, Prime Video was ad-free. Plaintiffs and Class members agreed to pay
13 the annual fees.

14 67. In January 2024, Amazon unilaterally increased the price for Prime by an
15 additional \$2.99 per month although the parties had already agreed to a price for a full year of
16 Prime, including Prime Video without ads.

17 68. Amazon's unilateral increase of Amazon Prime's price violates the spirit of the
18 agreements between Amazon on the one hand, and Plaintiffs and Class members on the other.
19 The increase in fees for the same service that Plaintiffs and Class members already paid for
20 benefits Amazon and disadvantages Plaintiffs and Class members. The unilateral change in
21 terms was unreasonable and prevents Plaintiffs and the Class from receiving the benefit of their
22 bargain.

23 69. Amazon's conduct in offering annual subscriptions to Prime members that
24 include the Prime Video service, while simultaneously retaining the right to unilaterally modify
25 the material terms of the service, violated the covenant of good faith and fair dealing implied in
26 the subscriptions.

1 70. Plaintiffs and Class members fulfilled all of the terms and obligations of their
2 annual subscription with Amazon before Amazon's unilateral and material change in price.

3 71. The conditions required for Amazon's performance under the Prime Terms &
4 Conditions had occurred.

5 72. As a result of Amazon's breach of the implied covenant of good faith and fair
6 dealing, Plaintiffs and the Class sustained damages in an amount to be determined by the Court.

7 **THIRD CLAIM FOR RELIEF**
8 **(Violations of the Washington Consumer Protection Act)**
9 **(All Plaintiffs individually and on behalf of the proposed Class)**

10 73. Plaintiffs, individually and on behalf of the Class, re-allege and incorporate by
11 reference each and every allegation set forth in the preceding paragraphs as though alleged in
12 full herein.

13 74. The Amazon Prime Terms & Conditions provide that Washington law applies to
14 the use of the Prime services and features, including Prime Video.

15 75. Washington's Consumer Protection Act, RCW §§ 19.86.010, *et seq.* protects
16 consumers from unfair and deceptive practices in the conduct of any trade or commerce. RCW
17 § 19.86.020.

18 76. Amazon offers to the general public annual subscriptions to its Prime service,
19 which includes among its features access to Prime Video, for a year at a fixed price.

20 77. Annual Prime subscription customers who purchased a Prime subscription prior
21 to December 23, 2023, believed and understood that by purchasing an annual Prime
22 subscription they would receive access to ad-free Prime Video streaming for one year from the
23 start date of their subscription.

24 78. Amazon did not give notice to Plaintiffs and Class members before December
25 24, 2023, that it would materially change the features of Prime Video to include advertisements
26 unless customers paid an additional \$2.99 per month beginning January 29, 2024.

1 79. Moreover, despite the fact that many customers were in the middle of their
2 annual subscriptions, Amazon unilaterally increased the prices for the same service by an
3 additional \$2.99 per month under the guise that it was changing Prime Video to add
4 commercials and advertising and that if subscribers wanted Prime Video ad-free—in other
5 words, the same level of service—they had to pay to pay an additional \$2.99 per month.

6 80. Amazon’s conduct constitutes an unfair or deceptive practice. Amazon mislead
7 Prime subscribers, like Plaintiffs, to understand that, at least for the duration of their annual
8 Prime subscription, they would receive access to ad-free Prime Video. And Amazon unfairly
9 and unilaterally changed the price, a material term, of the Prime subscription in the midst of the
10 subscription term, requiring Plaintiffs and Class members to pay an additional monthly fee to
11 retain the same benefits they understood they would receive in exchange for the pre-paid
12 annual fee.

13 81. Amazon’s conduct implicates the public interest. Amazon received a fee from
14 consumers for access to Prime features, which at the time of paying the annual subscription fee,
15 included access to ad-free Prime Video. In addition, Amazon received a competitive advantage
16 in the market for video streaming services by enticing consumers to enroll in and pay for an
17 annual Prime subscription without ads, but now forcing consumers to watch ads for which
18 Amazon earns revenue from advertisers.

19 82. Amazon’s conduct caused injury to Plaintiffs’ and Class Members’ interests in
20 the annual Prime subscription product that they purchased by rendering it less valuable.
21 Plaintiffs and Class Members would not have paid as much for a Prime subscription that
22 included access to Prime Video with ads.

23 83. As a result of Amazon’s unfair and/or deceptive conduct, Plaintiffs and Class
24 members sustained injury in an amount to be determined by this Court, including treble
25 damages, interest on all liquidated sums, and reasonable statutory attorneys’ fees.
26

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court enter a judgment awarding the following relief:

- a. An order certifying the proposed Class, appointing Plaintiffs as the Class Representatives, and appointing Plaintiffs' counsel as Class Counsel;
- b. An order awarding Plaintiffs and Class members their actual damages, treble damages, and/or any other form of monetary relief by law;
- c. An order awarding Plaintiffs and the class members pre-judgment and post-judgment interest as allowed under the law;
- d. An award enjoining Amazon from increasing the price for Amazon Prime by \$2.99 a month for the same level of service;
- e. An order awarding Plaintiffs and the class members reasonable attorneys' fees and costs of suit, including expert witness fees; and
- f. An order awarding such other and further relief as this Court may deem just and proper.

JURY DEMAND

Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs demand a trial by jury for all issues so triable under the law.

DATED this 7th day of March, 2024.

TOUSLEY BRAIN STEPHENS PLLC

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**Pro Hac Vice Forthcoming*

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