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

HOWARD ROSEN, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

AMAZON.COM, INC., a Delaware
Corporation,

Defendant.

Case No. 2:26-cv-1823

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 Plaintiff Howard Rosen (“Plaintiff”), individually and on behalf of all others similarly
2 situated, brings this action for damages and equitable relief on behalf of a nationwide class against
3 Amazon.com, Inc. (“Amazon” or “Defendant”) for: (1) violations of the Washington Consumer
4 Protection Act, RCW 19.86.010, *et seq*; (2) unjust enrichment; and (3) constructive trust.

5 Plaintiff alleges the following based on his personal knowledge with respect to his own acts,
6 and on information and belief as to all other information.

7 I. NATURE OF THE ACTION

8 1. This consumer protection class action arises out of Amazon’s pass-through and pass-
9 on of illegal tariffs and failure to keep the explicit promises it made to its customers. Plaintiff seeks
10 to compel Amazon to recompense Plaintiff and Class members for illegal tariffs paid by them, in
11 full or in part, under the International Emergency Economic Powers Act (“IEEPA”) and to compel
12 Amazon to obtain a refund of tariff payments, which only Amazon, and not Plaintiff and Class
13 members, can seek.

14 2. Amazon knows that “low prices matter to customers—they always have and they
15 always will.” It also knows that “people have many options for where to shop, and consistently low
16 prices earn customer trust and keep them coming back.”¹

17 3. Because of this, Amazon’s business model is built around its promises to its
18 customers that it is “obsessed over offering customers low prices across our wide selection of
19 products,”² and that it “constantly evaluates Amazon’s prices to offer customers low, competitive
20 prices everyday.”³ Its website, where most consumers purchase the goods it offers, boasts that
21 Amazon “is the lowest-price retailer in the U.S.” and “make[s] saving money easy for customers”
22 aiming “to offer the lowest prices across Earth’s largest selection every day.”⁴ Indeed, Amazon is
23

24 ¹ Amazon Staff, *Amazon’s approach to providing customers low prices every day*, at <https://www.aboutamazon.com/news/retail/amazon-pricing> (last updated Jan. 17, 2025).

25 ² *Id.*

26 ³ Amazon, *Price Matching*, at <https://www.amazon.com/gp/help/customer/display.html?nodeId=G9EAYKPV5YYDB8P7>.

27 ⁴ Amazon Staff, *Amazon is the lowest-priced retailer in U.S. for the eighth year running*, according to an
28 independent study, Nov. 14, 2024, at <https://www.aboutamazon.com/news/retail/amazon-lowest-priced-us-retailer-profitero-study>.

1 “proud of this—and will never stop working hard to compare and match low prices to competitors’,
2 making Amazon the place customers think of for low prices.”⁵

3 4. In 2025, President Donald J. Trump implemented nearly worldwide tariffs on goods
4 imported into the United States by Executive Order, purportedly authorized under the IEEPA. These
5 tariffs had a broad impact on prices for imported consumer goods across the spectrum.

6 5. As a result of the IEEPA tariffs, Amazon, as an importer of record, would have to
7 pay tariffs on imported goods directly. This posed a problem. The profit margins for its marketplace
8 are low—typically with operating margin hovering around 5%.

9 6. Notwithstanding what would have been a significant impact on profitability had
10 Amazon refused to pass on the tariff increases by raising prices, Amazon CEO Andrew Jassy initially
11 advised its customers that Amazon would absorb price increases due to tariffs to keep its low price
12 promises to consumers.⁶

13 7. The reality is that Amazon *had* to pass on these tariffs to consumers. In many cases,
14 the tariffs imposed greatly exceeded Amazon’s profit margins on the products on which they were
15 charged. In fact, despite its representations and promises to consumers, Defendant did exactly this.

16 8. In January 2026, after months of denials and representations that Amazon’s prices
17 had not been affected by tariffs, in a talk during the 2026 Davos World Economic Forum conference,
18 Amazon CEO Andy Jassy admitted that Amazon increased costs due to the IEEPA tariffs and passed
19 those costs on to customers.⁷

20 9. In February 2026, the United States Supreme Court held that the executive branch
21 could not unilaterally use the IEEPA to impose tariffs, and accordingly, the IEEPA tariffs were
22 illegal and required to be refunded. The tariff refund process began thereafter and is now underway.

23 10. Amazon is entitled to seek a refund of tariffs paid on products for which it was an
24 importer of record on behalf of consumers to whom Amazon passed on the tariff costs. Amazon has

25 ⁵ Amazon Staff, *supra* note 1.

26 ⁶ Lori Ann LaRocco, Trump’s new global tariffs add to risks of higher prices, less choice as retail’s spring ordering
season starts, CNBC, Aug. 1, 2025, at <https://www.cnbc.com/2025/08/01/trump-trade-war-tariffs-retail.html>.

27 ⁷ <https://www.banking.senate.gov/imo/media/doc/20260225lettertojassyonamazonpricesandtariffs.pdf>; Annie Palmer,
28 *Amazon CEO Jassy says Trump’s Tariffs have started to “creep” into prices*, CNBC, Jan. 20, 2026, <https://www.cnbc.com/2026/01/20/amazon-jassy-trump-tariffs-prices-shoppers.html>.

1 not stated whether it will seek a refund and has disclosed no plans to refund consumers, such as
2 Plaintiff and Class members, for the illegal tariff amounts these consumers ultimately paid.
3 Accordingly, Amazon has violated the law and breached its promises and agreements with
4 consumers and rendered its representations to them with regard to prices false or misleading. Further,
5 by retaining the economic benefit of receiving favorable treatment from the executive branch by
6 refraining from seeking tariff refunds without compensating the customers who actually bore the
7 brunt of the tariffs, Amazon has been unjustly enriched. Further, because, to date, Amazon has
8 refused to seek IEEPA refunds, a constructive trust should be established over such rights.

9 II. JURISDICTION AND VENUE

10 11. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act,
11 28 U.S.C. § 1332(d)(2), because the aggregate amount in controversy exceeds \$5 million, exclusive
12 of interests and costs; more than 100 Class members are involved; and many members of the
13 proposed Classes are citizens of different states than Defendant.

14 12. This Court has personal jurisdiction over Defendant because its United States
15 headquarters is located in Seattle, Washington, and because Defendant committed the acts alleged
16 herein in Washington, regularly conducts business in this District, and has extensive contacts with
17 this forum.

18 13. Defendant purposefully availed itself of the Washington market, and thus of the
19 benefits of the laws of the State, during all times relevant to this Complaint, so as to render
20 Washington courts' exercise of jurisdiction over Defendant consistent with traditional notions of fair
21 play and substantial justice.

22 14. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because: (a) Defendant's
23 U.S. operations are headquartered in this District; (b) a substantial part of the actions and inactions
24 giving rise to Plaintiff's claims occurred in this District; and (c) Defendant transacts substantial
25 business in this District.

26 III. PARTIES

27 15. Plaintiff Howard Rosen is a resident of Michigan. He purchased a four-pack of
28 Energizer 2032 batteries manufactured in China from Amazon, for personal use. Plaintiff's purchase

1 was subject to IEEPA tariffs. Amazon paid the tariffs and passed on the tariff costs to Plaintiff, who
 2 paid them when he purchased his products. Amazon has not refunded Plaintiff any of the illegal
 3 tariff money that he paid, and that Amazon passed on to him.

4 16. Defendant Amazon.com, Inc. is the world's second largest retailer and largest
 5 e-commerce retailer.⁸ Its principal executive offices are in Seattle, Washington.

6 17. Amazon is organized into three segments: North America, International, and Amazon
 7 Web Services (AWS). Its online and physical stores allow for hundreds of millions of unique
 8 products to be sold both directly by Amazon and also by third-party sellers.

9 18. Amazon sells goods through its website through a variety of means. Relevant to this
 10 action, Amazon is the direct seller of goods that it purchases from wholesale providers and
 11 manufacturers. With respect to these products, Amazon purchases them, owns them, and resells them
 12 to customers such as Plaintiff and Class members. To the extent that these products are imported
 13 and subject to tariffs, as the importer of record, Amazon directly pays any tariffs.

14 19. This action addresses only goods as to which Amazon was the listed seller.

15 IV. FACTUAL ALLEGATIONS

16 A. Amazon's publicly pronounced "maniacal" focus on low prices for consumers, and 17 guarantee of best prices among major retailers

18 20. Amazon has consistently and relentlessly emphasized to its consumers that it sells
 19 the consumer goods it offers at the lowest possible prices.

20 21. Amazon's marketplace business model is built on its reputation as a low-cost seller
 21 of goods. Indeed, in January 2025, Defendant boasted that "Amazon aims to provide the best
 22 shopping experience by *offering the lowest prices across Earth's largest selection.*"⁹ The press
 23 release emphasized to consumers that "Amazon has *obsessed* over offering customers low prices
 24 across our wide selection of products," and that it knew "that people have many options for where
 25

26 ⁸ *The World's Biggest and Richest Retailers in 2025*, INT'L SUPERMARKET NEWS, Dec. 22, 2025, at <https://internationalsupermarketnews.com/the-worlds-biggest-and-richest-retailers-in-2025/>.

27 ⁹ Mickey Toogood, *Amazon pricing strategies: How to price products to drive sales*, Oct. 18, 2024, at <https://sell.amazon.com/blog/amazon-pricing-strategies> (emphasis added).
 28

1 to shop, and consistently low prices earn customer trust and keep them coming back.”¹⁰ Amazon
2 continued that it “will never stop working hard to compare and match low prices to competitors’,
3 making Amazon the place customers think of for low prices.”¹¹

4 22. On February 1, 2025, President Donald J. Trump issued three executive orders
5 imposing additional duties on all goods imported from Canada, Mexico, and China purportedly
6 pursuant to IEEPA. Initially, these duties included 25 percent on goods imported from Canada (with
7 a lower additional duty rate of 10 percent on energy or energy resources) and Mexico, and 10 percent
8 on goods imported from China.

9 23. Analysts predicted that Amazon was the e-commerce retailer that would be most
10 impacted by the IEEPA tariffs, as “roughly 25% of the cost of products directly sold by Amazon
11 come from China.”¹² Morgan Stanley estimated that the average exposure to China among the largest
12 e-commerce companies was slightly over 10%. “Fashion retailer Revolve had the second-highest
13 exposure among these companies at 22%. Peloton, Etsy, and Figs are estimated to have less than 3%
14 of their products from China.”¹³ Amazon, as the importer of record, would be responsible for paying
15 those tariffs.

16 24. With a large volume of the products it sells being subject to the IEEPA tariffs, without
17 passing the tariffs on to consumers as price increases, the tariffs would have a substantial impact to
18 Amazon’s bottom line. Amazon’s net operating margin for North American sales was only 6.4% for
19 2024; for 2023, it was only 4.2%. A minimum of a 10% increase on the cost of goods for 25% of
20 the products it sold would quickly erode its margins. Nonetheless, Amazon doubled down on its
21 low-price promises, suggesting that it would absorb the new tariff costs, while competitors would
22 likely not be able to do so.

23 25. By April 2025, tariffs on goods imported from China had ballooned to 145%.

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25
26 ¹⁰ Amazon Staff, *supra* note 1. (emphasis added).

¹¹ Amazon Staff, *supra* note 1.

27 ¹² Eugene Kim, *CHART: Here’s how much Amazon could be hit by China tariffs*, BUS. INSIDER, Feb. 4, 2025, at
<https://www.businessinsider.com/amazon-trump-china-tariffs-hit-2025-2>.

28 ¹³ *Id.*

1 26. On April 10, 2025, Amazon told consumers that it had done “strategic forward
2 inventory buys” and looked to renegotiate terms on certain purchase orders, while, in contrast, Jassy
3 expected third-party sellers would pass along the increases, reassuring consumers that prices would
4 stay lowest at Amazon when Amazon was the seller and indicating the company would not pass
5 along tariff costs to its customers.¹⁴

6 27. Later that month, a report indicated that Amazon planned to “display how much of
7 an item’s cost was derived from tariffs.”¹⁵ Commerce Secretary Howard Lutnick called Amazon’s
8 move a “hostile act” and called for companies to absorb the new costs.¹⁶ Amazon quickly reversed
9 course, reports say, due to push-back from President Trump in a call to Amazon founder Jeff Bezos.¹⁷
10 Amazon denied displaying tariff costs was ever the plan and continued to assure customers that it
11 would absorb tariff costs.

12 28. On May 1, 2025, Jassy promised that controlling prices in the face of tariffs would
13 be a priority for Amazon.

14 It’s hard to tell what’s going to happen with tariffs right now. It’s hard
15 to tell where they’re going to settle and when they’re going to settle.
16 And so a lot of what we’re thinking about, short and medium term
17 actually turns out to be what we think about long term too, which is
18 how do we actually have the broadest possible selection for customers
19 at the lowest possible prices? And *there’s maybe never been a more*
20 *important time in recent memory than than trying to keep prices low,*
21 *which we’re heads-down, pretty maniacally focused on,* and get things
22 to people quickly and take care of customers. And . . . that is the heart
23 of what we’re doing.¹⁸

24 29. Later that month, Jassy also advised “[w]e also haven’t yet seen any meaningful
25 average selling price increases.”¹⁹

26 ¹⁴ Annie Palmer, *Amazon CEO Andy Jassy says he believes sellers will pass increased tariff costs on to consumers*,
27 CNBC, Apr. 10, 2025, at <https://www.cnbc.com/2025/04/10/amazon-ceo-andy-jassy-says-he-believes-sellers-will-pass-increased-tariff-costs-on-to-consumers.html>.

28 ¹⁵ *Amazon to display tariff costs for consumers*, PUNCHBOWL NEWS, Apr. 29, 2025, <https://punchbowl.news/article/tech/amazon-display-tariff-costs>.

¹⁶ *Id.*

¹⁷ Alayna Treene et al., *A ‘p*ssed’ Trump called Jeff Bezos after learning Amazon considered breaking out a tariff charge*, CNN, Apr. 29, 2025, <https://www.cnn.com/2025/04/29/business/white-house-calls-report-that-amazon-is-adding-a-tariff-charge-a-hostile-action>.

¹⁸ Amazon, Earnings Call Transcript, May 1, 2025 (emphasis added), available at <https://www.investing.com/news/transcripts/earnings-call-transcript-amazon-q1-2025-earnings-beat-expectations-stock-dips-93CH-4018559>.

¹⁹ Annie Palmer, *Amazon CEO Andy Jassy says tariffs haven’t dented consumer spending*, CNBC, May 21, 2025, at <https://www.cnbc.com/2025/05/21/amazon-jassy-tariffs.html>.

1 30. In June 2025, Jassy told CNBC: “We did a lot of forward buying several months ago,
2 and then a lot of our sellers, our third party selling partners, forward deployed a lot of inventory to
3 avoid some of the issues with the uncertainty around where tariffs are going to settle. And we have,
4 so far, not seen prices appreciably go up.”²⁰

5 31. In July 2025, Amazon boasted: “Our commitment to meet or beat the prices of other
6 retailers is unwavering,” and concluded by proclaiming “Amazon consistently beats or meets the
7 lowest competitive prices among major retailers, maintaining our unwavering commitment to
8 customer value.”²¹

9 32. On July 31, 2025, Jassy assured consumers “our prices continue to be low and sharp
10 for customers.” Jassy went on to specifically represent that customers who were concerned about
11 the impact of tariffs on prices would do best to shop with Amazon:

12 *There continues to be a lot of noise about the impact that tariffs will*
13 *have on retail prices and consumption. Much of it thus far has been*
14 *wrong and misreported. As we said before, it’s impossible to know*
15 *what will happen. . . . But what we can share is what we have seen*
16 *thus far, which is that in the first half of the year, we haven’t yet seen*
17 *diminishing demand or prices meaningfully appreciating. We also*
18 *have such diversity of sellers in our marketplace, over two million*
19 *sellers in total, with different strategies of whether to pass on higher*
20 *costs to consumers, that customers are advantaged shopping at*
21 *Amazon because they are more likely to find lower prices on the items*
22 *they care about.*²²

23 33. Throughout this period, Amazon could not have been more direct with its customers:
24 in light of the tariffs *other* sellers were passing on to consumers, shop at *Amazon* to get the best
25 prices.

26 34. During the period that IEEPA tariffs were in effect, in addition to the aforementioned
27 statements made during earnings calls, Amazon also issued press statements that made even stronger
28 representations about its prices.

29 ²⁰ Julie Coleman, *Despite tariffs, Andy Jassy says Amazon hasn’t ‘seen prices appreciably go up’ so far*, CNBC,
30 June 30, 2025, at <https://www.cnn.com/2025/06/30/despite-tariffs-andy-jassy-says-amazon-hasnt-seen-prices-appreciably-go-up-so-far.html>.

31 ²¹ Amazon Staff, *Amazon sets the record straight: The Wall Street Journal’s flawed pricing analysis*, July 25, 2025,
32 at <https://www.aboutamazon.com/news/retail/amazon-prices-increase-wall-street-journal-flawed-analysis> (emphasis
33 added).

34 ²² Amazon, July 31, 2025 Earnings Call Transcript, available at <https://www.investing.com/news/transcripts/earnings-call-transcript-amazon-q2-2025-earnings-beat-expectations-93CH-4164802> (emphasis added).

1 35. On November 18, 2025, Amazon’s CEO of Worldwide Amazon Stores, Doug
 2 Herrington, stated: “Customers can trust that when they’re shopping Amazon they’re getting the
 3 most affordable everyday low prices across the widest selection, and that we’ll meet or beat the
 4 prices of other major retailers. Whether buying everyday household essentials or gifts for friends
 5 and family, we’re the best place to shop for low prices”²³ As with Amazon’s January 2025
 6 statement guaranteeing “lowest prices,” this statement by Amazon was an unequivocal promise from
 7 Amazon to its customers not just that its prices would be low, but that they would be lower than the
 8 prices of any other major retailer.

9 36. On the same day, Amazon issued a separate statement whose headline proclaimed
 10 “Amazon offers the lowest prices every day across the widest selection of products”²⁴

11 37. Amazon has also stated that it “is consistently identified as America’s lowest-priced
 12 online retailer.”²⁵

13 **B. Notwithstanding its promises, Amazon passed on tariff costs, plus more, to**
 14 **consumers.**

15 38. Both Plaintiff’s experiences and third-party accounts and analysis of Amazon’s
 16 pricing strategy while tariffs were in effect directly contrasted with Amazon’s representations.²⁶

17 39. On July 20, 2025, the Wall Street Journal published an article revealing that despite
 18 its promises, including “[i]n April, [when] Amazon.com said it would hold the line on price,”
 19 Amazon had raised prices on low-cost consumer goods by more than five percent between January
 20 20, 2025, and July 1, 2025, based on an analysis of pricing on 1,200 items that it sold.²⁷

21
 22 ²³ Amazon Staff, Amazon is America’s low-price leader with prices on average 14% lower than 23 online U.S.
 23 retailers, says Profitero study, Nov. 18, 2025, at [https://www.aboutamazon.com/news/retail/amazon-low-prices-](https://www.aboutamazon.com/news/retail/amazon-low-prices-customers-2025)
 customers-2025 (emphasis added).

24 ²⁴ Amazon Staff, Amazon’s Commitment to Low Prices Every Day, at [https://www.aboutamazon.com/news/retail/](https://www.aboutamazon.com/news/retail/amazon-orders-savings-discounts-shopping)
 amazon-orders-savings-discounts-shopping (last updated Nov. 18, 2025).

25 ²⁵ George Joseph, *Newly unsealed records reveal Amazon’s price-fixing tactics, California attorney general claims*,
 GUARDIAN, Apr. 16, 2026, at [https://www.theguardian.com/us-news/ng-interactive/2026/apr/16/amazon-price-fixing-](https://www.theguardian.com/us-news/ng-interactive/2026/apr/16/amazon-price-fixing-california-lawsuit)
 california-lawsuit.

26 ²⁶ Rob Thubron, *Trump tariffs haven’t impacted Amazon’s prices or consumer spending, says CEO*, TECHSPOT,
 27 May 21, 2025, at [https://www.techspot.com/news/108019-trump-tariffs-havent-impacted-amazon-prices-or-customer](https://www.techspot.com/news/108019-trump-tariffs-havent-impacted-amazon-prices-or-customer.html)
 .html.

28 ²⁷ Shane Shifflett et al., *After Pledging to Keep Prices Low, Amazon Hiked Them on Hundreds of Essentials*, WALL
 ST. J., July 20, 2025, available at <https://www.wsj.com/business/retail/amazon-price-hikes-essentials-60a7c7f3>.

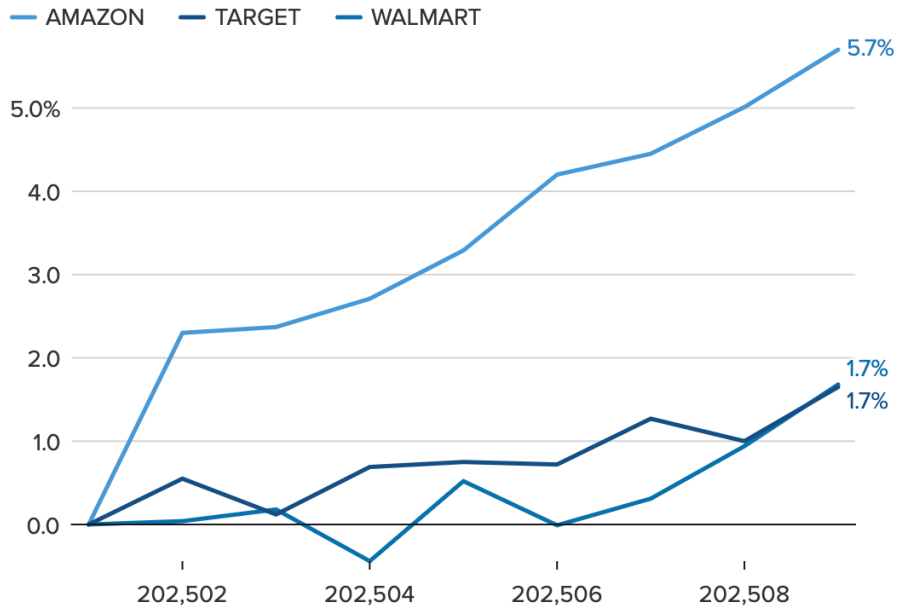


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40. The article also contrasted this with what other big retailers had done, revealing Walmart had lowered prices on the same items by nearly 2% and that Target had raised prices by a much smaller margin as compared to Amazon.

41. In November 2025, a CNBC report indicated that not only did Amazon pass on the IEEPA tariff costs to consumers, but also that it raised prices at a rate significantly higher than competitors such as Target and Walmart—with prices increasing from January through September 2025 at an average of 5.7%—three times the rate of increase of other retailers, and higher than inflation.

Selling price trends



Note: Based on website pricing across hardlines, health & beauty, in and outdoor home, pets & consumables and apparel.
 Source: DataWeave



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42. According to one Amazon price tracker, for the more than seven-year period from approximately October 27, 2017, through approximately January 7, 2025, Amazon sold a four-pack of Energizer 2032 Batteries made in China for \$4.89.

43. According to that same tracker, on approximately June 15, 2025, having no choice but to pass the tariffs on to consumers, Amazon increased prices on the batteries to \$5.49. Approximately one week later, Amazon raised prices to \$8.77 for the same product. And, on December 2, 2025, Plaintiff purchased two four-packs of Energizer 2032 Batteries made in China and sold by Amazon from Amazon.com for \$8.19 per pack.

44. One month after the IEEPA tariffs were declared illegal by the Supreme Court, Amazon dropped prices for this same product to \$4.59, and today, Amazon sells the same four-pack of batteries for \$5.38.

45. We also know Amazon did not absorb tariffs, and, instead, passed them along to consumers, because, Amazon’s bottom line did not suffer in 2025. Last year, Amazon’s net operating

1 margins for North American sales *increased* over 2024 by nearly 8% for the twelve months trailing
 2 December 31, 2024 (6.4%), to the twelve months trailing December 31, 2025 (6.9%). This is because
 3 it was consumers such as Plaintiff and Class members who were paying the IEEPA tariffs, not
 4 Amazon.

5 **C. Amazon’s concealment and misrepresentations with regard to price increases were an**
 6 **attempt to appease potential governmental contractual counterparties and the**
 7 **administration.**

8 46. Historically, Amazon has had a fraught relationship with the United States
 9 government. Most recently:

- 10 • In 2023, the Federal Trade Commission (along with 17 State Attorneys General) filed a
 11 major antitrust lawsuit against Amazon. That lawsuit is still pending.
- 12 • In 2023, the FTC also sued Amazon alleging that it had enrolled customers in Amazon
 13 Prime without the customers’ consent. This lawsuit was settled in 2025.
- 14 • In 2023, the United States (through the FTC and DOJ) sued Amazon alleging violations
 15 of the Children’s Online Protection Act Rule. Amazon immediately settled that lawsuit.

16 47. Amazon was also keenly aware of the potential consequences of what may appear to
 17 be casual public comments by the current President:

- 18 • In July, 2019 President Trump was asked about a \$10 billion defense department contract
 19 on which Amazon was a bidder. The President said “Which one is that, the Amazon? So,
 20 I’m getting tremendous complaints about the contract with the Pentagon and with
 21 Amazon. They’re saying it wasn’t competitively bid”²⁸ The contract was awarded
 22 to another bidder, leading Amazon to file a challenge in the Court of Federal Claims
 23 where it stated “prior to the original award, President Trump repeatedly made clear to the
 24 highest echelons of the [DOD] . . . his desire that [Amazon] not receive the contract. The
 25 [DOD’s] reevaluations on remand reveal that [the DOD] continued to succumb to
 26 presidential pressure to steer the JEDI contract away from [Amazon], and that the re-
 27 award was the product of bias, bad faith, improper influence, and/or conflicts of
 28 interest.”²⁹
- In 2020, the United States Trade Representative listed Amazon stores in five countries
 on its annual “Notorious Markets List.” Amazon responded by issuing a formal statement
 saying: “This purely political act is another example of the Administration’s notorious
 pattern of using the U.S. government to advance a personal vendetta against Amazon.”³⁰
- Aside from these formal federal actions, President Trump publicly threatened to take
 antitrust action against Amazon in 2018 and suggested that he would change its

²⁸ BRAD STONE, *AMAZON UNBOUND*, at 361 (2021).

²⁹ *Amazon Web Servs. v. United States*, 153 Fed. Cl. 602 (2021).

³⁰ Amazon, *Amazon’s Response to Our Wrongful Inclusion on the Notorious Markets List*, Apr. 29, 2020, at <https://www.aboutamazon.com/news/policy-news-views/amazons-response-to-our-wrongful-inclusion-on-the-notorious-markets-list>.

1 relationship with the U.S. Postal Service.³¹ Third-party accounts indicate that the
2 President personally asked the Postmaster General to double Amazon's rates.³²

3 48. Amazon's fraught history with the current administration's use of executive branch
4 agencies, detailed above, has caused it to respond to the President's imposition of tariffs, and the
5 United States Supreme Court's invalidation of those tariffs, in a different manner than Amazon had
6 to past executive branch initiatives. In the past, Amazon had actively defended its practices and even
7 criticized the administration when it felt that the company was being singled out. But given its
8 experience, Amazon has acquiesced to the President's multiple public requests that it refrain from
9 taking any action in response to the tariffs, in spite of its lowest-price promise to its customers. This
10 acquiescence to the President has included Amazon's decision to refrain from seeking a refund of
11 tariff payments to which it is legally entitled, and which it must seek if it is to keep its promise to its
12 customers of providing them with the lowest possible prices.

13 49. On February 1, 2025, President Trump issued Executive Order 14193. This Order
14 imposed a 25% duty on most Canadian and Mexican imports, a 10% duty on most Chinese imports,
15 and a duty of at least 10% on all imports from all trading partners.³³ The President modified these
16 tariffs multiple times after imposing them.³⁴

17 50. When Executive Order 14193 was issued, Amazon considered listing tariff charges
18 separately on Amazon Haul, its discount platform meant to compete with low-cost foreign
19 e-commerce companies. Press accounts of Amazon's internal deliberations resulted in the White
20 House press secretary denouncing Amazon's consideration of this action, saying she had just spoken
21 to President Trump and that "[t]his is a hostile and political act by Amazon."³⁵ President Trump also
22 called Amazon founder Jeff Bezos directly about the same matter. President Trump confirmed that
23 the call had occurred, and said "[Jeff Bezos] solved the problem very quickly. Good guy." Amazon

24 ³¹ Berkeley Lovelace, Jr. *Trump Says Administration Is Looking Into Antitrust Violations by Amazon, other Tech*
25 *Giants*, CNBC, Nov. 5, 2018, at <https://www.cnbc.com/2018/11/05/trump-looking-into-antitrust-violations-against-amazon-other-tech-giants.html>.

26 ³² STONE, *supra* note 28, at 358.

27 ³³ *Learning Res. Inc. v. Trump*, 670 U.S. ----, 146 S. Ct. 628, 630-31 (2026).

28 ³⁴ *Id.* at 631.

³⁵ Jeff Stein et al., *Trump Praises Bezos After Amazon Denies Plan To Show Tariffs' Costs*, WASH. POST, Apr. 29, 2025, available at <https://www.washingtonpost.com/business/2025/04/29/amazon-trump-tariffs-leavitt/>.

1 confirmed that it had considered the idea of listing import charges on Haul, but said “this was never
2 approved and not going to happen.”³⁶

3 51. According to multiple independent accounts, the IEEPA tariffs eventually led to
4 higher prices for Amazon customers. Third-party examinations of Amazon’s pricing suggested that
5 the impact of the tariffs was almost immediate for some products. Amazon initially denied this but,
6 as time went by, eventually appeared to concede that the tariffs were beginning to appear in the costs
7 of its goods.

8 52. Although Amazon initially claimed in public statements that tariffs were not
9 substantially increasing prices for Amazon customers, independent examinations reached a different
10 conclusion. Price increases were seen both on products sold by Amazon directly, and on products
11 sold on the Amazon platform by third-party sellers. CBS News reported that since the second week
12 in April 2025, sellers on Amazon had raised their prices on nearly 1,000 products, according to data
13 from SmartScout, a price analysis software tool. The average price increase was nearly 30%.³⁷ A
14 separate study by Reuters also indicated immediate tariff impacts on goods sold by Amazon.³⁸

15 53. Other media outlets noted that Amazon had passed the cost of tariffs onto its
16 customers through increases in the prices of lower-cost consumer goods. TheStreet.Com noted that
17 although “Amazon CEO Andy Jassy had pledged to shield consumers from the fallout of Trump
18 administration tariffs . . . in reality it seems Amazon is absorbing costs on higher-ticket items while
19 quietly letting prices climb on everyday goods.”³⁹ In July 2025—just over three months from when
20 the new tariffs were first imposed—the Wall Street Journal also published a detailed story titled
21 “After Pledging to Keep Prices Low, Amazon Hiked Them on Hundreds of Essentials,” describing
22 how Amazon had raised prices in response to the tariffs. The article noted that “The lowest cost
23

24 ³⁶ Treene et al., *supra* note 17.

25 ³⁷ Megan Cerullo, *Amazon sellers are hiking prices on hundreds of goods as tariffs bite*, CBS NEWS MONEYWATCH, Apr. 25, 2025, at <https://www.cbsnews.com/news/amazon-prices-rising-trump-tariffs-temu-shein/>.

26 ³⁸ Siddharth Cavale, *U.S. Prices for China-Made Goods on Amazon Rise Faster Than Inflation, Analysis Shows, as Tariffs Bite*, REUTERS, July 1, 2025, at <https://www.reuters.com/business/retail-consumer/us-prices-china-made-goods-amazon-rise-faster-than-inflation-analysis-shows-2025-06-30/>.

27 ³⁹ Moz Farooque, *Amazon’s Quiet Pricing Twist on Tariffs Stuns Shoppers*, THESTREET.COM, July 21, 2025, at <https://www.thestreet.com/retail/amazons-quiet-pricing-twist-on-tariffs-stuns-shoppers>.

1 goods on Amazon saw one of their largest single-day increases on Feb. 15, two days after Trump
2 signed an order suggesting tariffs would apply to most U.S. trading partners.”⁴⁰

3 54. Amazon initially insisted that it had managed to avoid cost increases due to tariffs, in
4 part by advance ordering inventory before tariffs went into effect. But by January 2026, Jassy
5 confirmed that the tariffs had begun to result in higher prices for items listed on Amazon. Jassy said:
6 “So you start to see some of the tariffs creep into some of the prices, some of the items, and you see
7 some sellers are deciding that they’re passing on those higher costs to consumers in the form of
8 higher prices, some are deciding that they’ll absorb it to drive demand and some are doing something
9 in between. I think you’re starting to see more of that impact.”⁴¹ Although Jassy was not specific as
10 to which sellers he was referring to, all credible accounts indicate that Amazon Online Store
11 customers paid higher prices on goods as a result of the IEEPA tariffs—the only question is when.

12 55. The United States Supreme Court ruled on February 20, 2026, that the tariffs imposed
13 in Executive Order 14193 were impermissible because they were not authorized by the statute the
14 President had invoked. In dissent, Justice Kavanaugh noted that “The United States may be required
15 to refund billions of dollars to importers who paid the IEEPA tariffs, even though some importers
16 may have already passed on costs to consumers or others.”

17 56. On March 5, 2026, the United States Court of International Trade ordered U.S.
18 Customs and Border Protection to liquidate any unliquidated entries without regard to the IEEPA
19 tariffs that the U.S. Supreme Court had just declared unenforceable. It further ordered U.S. Customs
20 and Border Protection to reliquidate any liquidated entries for which liquidation had not yet become
21 final, again without including the IEEPA tariffs.⁴²

22 57. United States Customs and Border Protection has established a formal process for
23 processing refund requests for tariffs imposed under IEEPA. The first phase of this process was
24 launched on April 20, 2026. The government estimated that refunds would occur between 60 and 90
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27 ⁴⁰ Shifflet et al., *supra* note 27.

⁴¹ Palmer, *supra* note 7.

28 ⁴² *Atmus Filtration, Inc. v. United States*, 2026 WL 679285 (Ct. Int’l Trade Mar. 5, 2026).

1 days from the time of the request.⁴³ The first phase of the process is limited to “unliquidated entries
2 and certain entries within 80 days of liquidation.”

3 58. In spite of the fact that the United States Supreme Court has declared the collection
4 of tariffs under IEEPA illegal, the President has personally discouraged Amazon from seeking
5 refunds on behalf of Amazon consumers. In response to a question from a CNBC reporter suggesting
6 that Amazon and Apple specifically might be hesitant to pursue tariff refunds to which they were
7 entitled for fear of offending the President, the President responded “I think it’s brilliant if they don’t
8 do that. Actually, if they don’t do that, they got to know me very well. I’m very honored by what
9 you just said. If they don’t do that, I’ll remember them.”⁴⁴

10 59. Amazon has given no indication that it has any intention of seeking to recoup any
11 tariffs that it has had to pay, much less return any of those funds to the customers who had to bear
12 them.

13 60. By contrast, multiple companies, including FedEx, DHL, UPS, and Costco, have
14 announced their intention to seek refunds for all tariff payments made under IEEPA. FedEx, DHL,
15 and UPS have pledged to return tariff payments directly to customers.

16 V. CLASS ALLEGATIONS

17 61. Plaintiff brings this action on behalf of himself, and as a class action under Federal
18 Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), seeking damages and injunctive relief on
19 behalf of the members of the following nationwide class (the “Class”):

20 All persons who, during the period beginning on February 4, 2025,
21 through February 20, 2026, purchased any good subject to IEEPA
22 tariffs from Amazon’s Online Stores and paid a surcharge to cover the
IEEPA tariffs.

23 62. Excluded from the Class are Amazon, its officers, directors, management, employees,
24 subsidiaries, or affiliates. Also excluded are the district judge or magistrate judge to whom this case

25
26 ⁴³ U.S. Customs and Border Protection, International Emergency Economic Powers Act (IEEPA) Duty Refunds, *at*
<https://www.cbp.gov/trade/programs-administration/trade-remedies/ieepa-duty-refunds>.

27 ⁴⁴ Dan Mangan & Gabrielle Fonrouge, *Trump Says ‘I’ll Remember’ Companies that Don’t Seek Tariff Refunds*,
28 CNBC, Apr. 21, 2026, *at* <https://www.cnbc.com/2026/04/21/trump-says-hell-remember-companies-that-dont-seek-tariff-refund.html>.

1 is assigned, as well as those judges' immediate family members, judicial officers and their personnel,
2 and all governmental entities.

3 63. Plaintiff reserves the right to re-define the Class definition prior to class certification
4 and after having the opportunity to conduct discovery.

5 64. The claims of all Class members derive directly from a single course of conduct by
6 Defendant. Defendant engaged and continues to engage in uniform and standardized conduct toward
7 the putative Class members. Defendant does not differentiate, in degree of care or candor, in its
8 actions or inactions, or the content of its statements or omissions, among individual Class members.

9 65. Certification of Plaintiff's claims is appropriate because Plaintiff can prove the
10 elements of his claims on a class-wide basis using the same evidence as would be used to prove
11 those elements in individual actions alleging the same claim.

12 66. **Numerosity:** The members of the proposed Class are so numerous that individual
13 joinder of all members is impracticable, and the disposition of the claims of the Class members in a
14 single action will provide substantial benefits to the parties and Court. There are tens of millions if
15 not hundreds of millions of Class members.⁴⁵

16 67. The identity of all products encompassed within the Class definition are readily
17 identifiable from Defendant's records. The identity of Class members and their purchase records are
18 available through multiple sources, including Class members' own transaction and payment records,
19 Amazon's records of purchases of products encompassed within the Class definition, and records
20 maintained by consumer's financial institutions.

21 68. **Commonality and Predominance:** Common questions of law and fact exist as to all
22 Class members. These questions predominate over the questions affecting only individual Class
23 members. Questions of law and fact common to Plaintiff and the Class include, without limitation:

- 24 a. Whether the representations and conduct described herein were deceptive;
25 b. Whether Amazon's conduct with regard to IEEPA tariffs and refunds was and
26 is deceptive and unfair;

27 ⁴⁵ In September 2025, Amazon was reported to have passed 200 million Prime members alone in the United States.
28 Michael Levin & Josh Lowitz, *US Amazon Prime membership Finally Hits 200 Million*, CIRP – AMAZON REPORT, Oct.
14, 2025, at <https://cirpamazon.substack.com/p/us-amazon-prime-membership-finally>.

- 1 c. Whether Amazon had knowledge that its conduct was deceptive and unfair;
- 2 d. Whether Defendant engaged in unfair trade practices;
- 3 e. Whether Amazon has been unjustly enriched; and
- 4 f. Whether Amazon's actions justify the imposition of a constructive trust.

5 69. Defendant engaged in a common course of conduct giving rise to the legal rights
6 sought to be enforced by Plaintiff individually and on behalf of all the Class members. Identical
7 statutory violations and business practices and harms are involved. Individual questions, if any, are
8 not prevalent in comparison to the numerous common questions that dominate this action.

9 70. **Typicality:** Plaintiff's claims are typical of the claims of the Class members. Plaintiff
10 and the Class members sustained damages as a result of Defendant's uniform wrongful conduct
11 during transactions with them. Plaintiff and all Class members are similarly affected by Defendant's
12 wrongful conduct, were damaged in the same way, and seek the same relief. Plaintiff's interests
13 coincide with, and are not antagonistic to, those of the other Class members.

14 71. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of
15 the Class and has retained counsel competent and experienced in complex litigation and class
16 actions. Plaintiff has no interests antagonistic to those of Class members, and there are no defenses
17 unique to Plaintiff. Plaintiff and his counsel are committed to prosecuting this action vigorously on
18 behalf of Class members and have the financial resources to do so. Neither Plaintiff nor his counsel
19 has any interest adverse to those of the Class members.

20 72. **Superiority:** This case is also appropriate for certification because class proceedings
21 are superior to all other available means of fair and efficient adjudication of the claims of Plaintiff
22 and the Class members. The injuries suffered by each Class member are relatively small in
23 comparison to the burden and expense of individual prosecution of the litigation necessitated by
24 Defendant's conduct. Absent a class action, it would be virtually impossible for the Class members
25 to obtain effective relief from Defendant. Even if Class members could sustain individual litigation,
26 it would not be preferable to a class action because individual litigation would increase the delay
27 and expense to all parties, including the Court, and would require duplicative consideration of the
28 common legal and factual issues presented here. By contrast, a class action presents far fewer

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

3 73. Risk of Inconsistent or Dispositive Adjudications and the Appropriateness of Final
4 Injunctive or Declaratory Relief: This action may properly be maintained as a class action because:

- 5 a. the prosecution of separate actions by individual Class members would create
6 a risk of inconsistent or varying adjudication with respect to individual Class
7 members, which would establish incompatible standards of conduct for
8 Defendant;
- 9 b. the prosecution of separate actions by individual Class members would create
10 a risk of adjudications with respect to individual Class members which would,
11 as a practical matter, be dispositive of the interests of other Class members
12 not parties to the adjudications, or substantially impair or impede their ability
13 to protect their interests; and
- 14 c. Defendant acted or refused to act on grounds generally applicable to the
15 Classes, thereby making appropriate final injunctive or corresponding
16 declaratory relief with respect to the Class as a whole.

17 74. **Policies Generally Applicable to the Class:** This case is appropriate for certification
18 because Defendant acted or refused to act on grounds generally applicable to Plaintiff and Class
19 members as a whole, thereby requiring the Court’s imposition of uniform relief to ensure compatible
20 standards of conduct towards Class members and making final injunctive relief appropriate with
21 respect to the Class as a whole. Defendant’s practices challenged herein apply to and affect the Class
22 members uniformly, and Plaintiff’s challenge to those practices hinges on Defendant’s conduct with
23 respect to the Classes as a whole, not on individual facts or law applicable only to Plaintiff.

24 **COUNT I:**

25 **WASHINGTON CONSUMER PROTECTION ACT**
26 **Wash. Rev. Code Ann. § 19.86.010 et seq.**

27 75. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1
28 through 74 hereto.

76. The Washington Consumer Protection Act prohibits “[u]nfair methods of
competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”
Wash. Rev. Code Ann. § 19.96.010.

77. Amazon’s conduct described herein was in the conduct of trade and commerce.

1 78. Amazon engaged in, and continues to engage in, unfair practices by charging
2 consumers illegal and unlawful tariffs and refusing to refund them.

3 79. Amazon engaged in unfair and deceptive acts and practices by making material
4 misrepresentations, including: (1) that it was not raising prices as a result of the tariffs, when in fact,
5 it substantially raised prices to pass those tariff costs on to consumers; (2) that it offers the “lowest
6 prices” when in fact it raised prices substantially above its competitors to profit from tariff increases;
7 and (3) that Amazon offered lower prices than its competitors.

8 80. A reasonable consumer would understand Amazon’s representations to mean that
9 Amazon would not pass tariff charges on to consumers and would attempt in good faith to offer its
10 customers the best possible prices.

11 81. Amazon’s conduct in knowingly denying Plaintiff and Class members refunds of the
12 illegal tariff payments they made that only Amazon can acquire is deceptive as a matter of law.

13 82. Amazon’s unfair and deceptive practices harmed and continue to harm the public
14 interest, because consumers paid, and Amazon collected from consumers, tariffs that were illegal
15 when paid. Amazon’s refusal to seek refunds of tariffs that it has paid for the purpose of refunding
16 those sums to customers, is likely to cause substantial injury to Plaintiff, Class members, and the
17 public interest, and has the capacity to injure other persons.

18 83. Amazon’s conduct is in violation of the public interest, offends public policy, and is
19 unethical and unscrupulous as those terms are used in federal and Washington tribunals.

20 84. Consumers cannot reasonably avoid the harm caused by Amazon, as only Amazon
21 can apply for the tariff refunds in question.

22 85. There are no countervailing benefits to customers or competition of Amazon failing
23 to cause these automatic refunds to be returned to the customers who purchased the goods in
24 question.

25 86. Plaintiff and Class members have suffered damages in amounts to be determined at
26 trial, including attorneys’ fees, costs, and treble damages, as well as any other remedies the Court
27 may deem appropriate. Wash. Rev. Code Ann. § 19.86.090.

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COUNT II:

UNJUST ENRICHMENT/QUASI-CONTRACT

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3 87. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1
4 through 74 hereto.

5 88. Plaintiff and Class members conveyed a benefit on Amazon by paying all or a portion
6 of the IEEPA tariffs owed by Amazon on goods it imported into the United States and sold to
7 Plaintiff and other Class members.

8 89. Amazon knew it was causing Plaintiff and Class members to pay all or a portion of
9 the IEEPA tariffs owed by Amazon on goods it imported into the United States and sold to Plaintiff
10 and other Class members.

11 90. In *Learning Resources Inc. v. Trump*, 670 U.S. ----, 146 S. Ct. 628, 630-31 (2026),
12 the United States Supreme Court declared that the IEEPA tariffs are illegal and compelled the United
13 States government to refund such tariffs to importers of record, including Amazon.

14 91. Allowing Amazon to retain refunds (or the right to refunds) of tariffs that it did not
15 pay, but Plaintiff and Class members paid, would be inequitable and grant Amazon an unjust
16 windfall at the expense of Plaintiff and Class members.

17 92. This is especially true to the extent that Amazon has refrained from seeking tariff
18 refunds in order to garner the financial advantage that accompanies favorable treatment by federal
19 regulators and governmental contractual counterparties. Based on its past experience with the
20 executive branch generally, and the current President specifically, as enumerated above, Amazon
21 has calculated that the value of favorable legal and regulatory treatment outweighs the financial
22 value of claiming the refunds to which it is legally entitled. But that financial benefit to Amazon has
23 come at Plaintiff's and Class members' expense. The inequity is compounded by Amazon's promise
24 to the Plaintiff and Class members that it would seek the lowest prices on their behalf.

25 93. Justice and equity demand that Amazon return to Plaintiff and Class members the
26 value of tariffs that Plaintiff and Class members paid for products sold by Amazon, for which
27 Amazon is entitled to a refund.

COUNT III:

CONSTRUCTIVE TRUST

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3 94. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1
4 through 74 hereto.

5 95. Amazon maintains legal title to seek refund of IEEPA tariff costs paid by Plaintiff
6 and Class members.

7 96. By not seeking tariff refunds and returning those costs paid by Plaintiff and Class
8 members to them for Amazon's own financial benefit, and leveraging that refusal in order to obtain
9 favor with the current administration, Amazon has taken advantage of Plaintiff's and Class
10 members' inability to seek such refunds of illegally collected payments for themselves.

11 97. The relationship between Amazon and Plaintiff and Class members is a wholly
12 unequal one.

13 98. Because these costs were ultimately paid by Plaintiff and Class members, it would be
14 unconscientious for Amazon to retain the right to seek IEEPA tariff refunds and not exercise that
15 right. Amazon's conduct is particularly unconscientious in light of its promise to the Plaintiff and
16 class members to obtain for them the best possible prices. Accordingly, equity requires that the Court
17 establish a constructive trust on Amazon's right to IEEPA tariff refunds.

18 99. The Court has the power to establish such a constructive trust in equity either in the
19 hands of the original wrong-doer, or in the hands of any subsequent holder, until a purchaser of it in
20 good faith and without notice acquires a higher right.

21 100. Defendant is currently enjoying the beneficial interest of holding Plaintiff's and Class
22 members' property rights, without any compensation to Plaintiff and Class members, in exchange
23 for anticipated valuable, favorable treatment from federal executive branch agencies. It is
24 unconscientious for Amazon to engage in this behavior, and the Court should remedy this inequity
25 by imposing a constructive trust on the IEEPA tariff rights and requiring that those rights be
26 exercised for Plaintiff and Class members who paid tariff costs.

JURY TRIAL DEMANDED

101. Pursuant to Federal Rule of Civil Procedure 38(b)(1), Plaintiff hereby demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, respectfully requests that the Court enter judgment in his favor and against Amazon, as follows:

A. Certification of the proposed Class, including appointment of Plaintiff’s counsel as Class counsel;

B. Establishment of a constructive trust with regard to any IEEPA tariff refunds to which Amazon would be entitled to seek pursuant to the United States Supreme Court’s decision in *Learning Resources Inc. v. Trump*, 670 U.S. ----, 146 S. Ct. 628, 630-31 (2026), and a declaration that those rights be exercised and resulting funds be held for the benefit of Plaintiff and Class members;

C. A declaration that Plaintiff and Class members are entitled to a return of the IEEPA funds they paid to cover an IEEPA tariff surcharge;

D. An injunction enjoining Amazon from continuing to engage in the unlawful, deceptive, and unfair business practices alleged herein and requiring Amazon to seek refunds of all tariff payments it made that have been deemed illegal by the United States Supreme Court, and requiring Amazon to return those refund amounts to the consumers who purchased the goods on which tariffs were levied.

E. Costs, damages, including treble damages, and disgorgement in an amount to be determined at trial;

F. Pre- and post-judgment interest; and

G. Such other and further relief as may be appropriate.

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DATED: May 28, 2026

Respectfully submitted,

HAGENS BERMAN SOBOL SHAPIRO LLP

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**pro hac vice application to be filed*

Attorneys for Plaintiff

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

HOWARD ROSEN, on behalf of himself and all others similarly situated,

Plaintiff(s)

v.

AMAZON.COM, INC.,

Defendant(s)

Civil Action No. 2:26-cv-1823

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) AMAZON.COM, INC. c/o CORPORATION SERVICE COMPANY 251 LITTLE FALLS DRIVE WILMINGTON, DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 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 are:

Steve W. Berman HAGENS BERMAN SOBOL SHAPIRO LLP 1301 Second Avenue, Suite 2000 Seattle, WA 98101 Telephone: (206) 623-7292; Email: steve@hbsslw.com

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

Civil Action No. 2:26-cv-1823

PROOF OF SERVICE

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

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons 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 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 \$ _____ 0.00 _____ .

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:

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
HOWARD ROSEN, on behalf of himself and all others similarly situated
(b) County of Residence of First Listed Plaintiff Oakland County, MI
(c) Attorneys (Firm Name, Address, and Telephone Number) Steve W. Berman (SBN 12536); HAGENS BERMAN SOBOL SHAPIRO LLP; 1301 Second Avenue, Suite 2000; Seattle, WA 98101; Telephone: (206) 623-7292

DEFENDANTS
AMAZON.COM, INC.
County of Residence of First Listed Defendant
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)
PTF DEF
Citizen of This State 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, Labor, etc.

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 - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Class Action Fairness Act, 28 U.S.C. § 1332(d)(2)
Brief description of cause: Washington Consumer Protection Act, Wash. Rev. Code Ann. § 19.86.010 et seq.; Unjust Enrichment/Quasi-Contract; Constructive Trust

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ > \$5,000,000
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 2:26-cv-01670

DATE May 28, 2026 SIGNATURE OF ATTORNEY OF RECORD s/ Steve W. Berman

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.