THE HONORABLE JAMAL N. WHITEHEAD

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

IN RE: AMAZON RETURN POLICY LITIGATION	Case No.: 2:23-cv-01372-JNW **FIRST AMENDED CONSOLIDATED COMPLAINT—CLASS ACTION** **DEMAND FOR JURY TRIAL**

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Plaintiffs Laura Abbott, Jill Cappel, Michelle Estep, Maria Khangi, Joshua Soto Lopez, Melissa Urbancic, Heriberto Valiente, Katherine Vojtko, Vince Vojtko, and Dianne Walton-Williams hereby bring this action, individually, and on behalf of a nationwide class, against Defendant Amazon.com, Inc. ("Amazon"), for charging consumers for returned items in violation of its own return and refund policies' terms.

I. NATURE OF THE ACTION

1. Amazon's Returns Policies promise that a customer can return most items sold or fulfilled by Amazon within 30 days for a full refund.[1] Items returned late are entitled to an 80% refund of the purchase price. Damaged items can receive a refund of between 0 and 50% of the purchase price.

2. Amazon's Returns Policies are material to consumers' purchase decisions and are important to Amazon's success. One national study revealed that 81% of consumers surveyed agreed with the statement: "If an online retailer makes it easier for me to return a product, I am more likely to buy from that retailer."[2]

3. In some circumstances, Amazon offers its customers the option of receiving an "instant" or "advanced refund," by which Amazon will refund the cost of the item when the customer drops off the product to be returned, but before Amazon physically receives the returned item. If Amazon does not receive the returned item within the return window, Amazon

[1] *See* Amazon, *Returns Policies*, https://www.amazon.com/gp/help/customer/display.html?nodeId=GKM69DUUYKQWKWX7 (last visited Mar. 18, 2024). Notable exceptions to the 30-day window are: Amazon Renewed products, which can be returned "within 90 days of receipt of shipment (or within 1 year of receipt of a Renewed Premium product)"; baby items, which can be returned "within 90 days of receipt of shipment"; items purchased from a baby registry, which can be returned "within 365 days after receipt of shipment"; items purchased from an Amazon Birthday Gift List, which can be returned "within 90 days of delivery"; items purchased from an Amazon Custom Gift List, which can be returned "within 90 days of delivery"; mattresses, which can be returned or refunded "for any reason within 100 days of receipt of shipment"; items purchased from a wedding registry, which can be returned "within 180 days of delivery"; and items purchased during the Holiday Season, the purchase dates of which vary annually but Amazon generally provides for extended returns until January 31. Although the policies have changed over time, and since the filing of the original complaint at Dkt. 1, Amazon's practice of recharging its customers for returns received continues.

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

reserves the right to re-charge the customer the total sale price of the item. Amazon refers to this as a "retrocharge."

4. In practice, however, Amazon routinely fails to deliver on its promise of free, no hassle returns and instead fails to issue refunds or re-charges customers who have returned items in compliance with Amazon's refund and exchange policies because of defects in Amazon's return and refund processes, often incorrectly claiming that the return had not been received by Amazon.

5. In some cases, Amazon fails to issue refunds or re-charges customers even when Amazon's own records establish that it actually received the returned items in compliance with its policies. In other cases, Amazon fails to issue refunds or re-charges customers even when Amazon's own records establish that it instructed the customer to keep the return.

6. Customers were not given refunds or were recharged for returned items even when the returns sat in shipping containers waiting for inspection by Amazon. Amazon employees frequently would misidentify returned items and returned items would get separated from others, causing Amazon to incorrectly flag returns as not containing the correct items or number of items.

7. Amazon knows that most of its customers do not notice when Amazon fails to issue them a refund or re-charges them for returns, and yet Amazon does not correct its errors unless customers contact Amazon to complain.

8. Amazon's failure to issue refunds or re-charging customers who returned items in compliance with its policies both breaches Amazon's contract with its customers and is unfair and deceptive, causing those who take notice of the non-issued refund or re-charges frustration and hours of lost time in dealing with Amazon customer service representatives to reverse these improper charges.

9. Worse, these practices result in substantial unjustified monetary losses by those who either do not take notice of the non-issued refund or re-charges, are deterred by the inconvenience of having to figure out what happened and how to fix it, or are unable to convince Amazon to fulfill the terms of its agreed Returns Policies.

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10. Plaintiffs bring this action to recoup Amazon's unlawful charges on their own behalf and on behalf of two nationwide classes of other Amazon customers: One class is comprised of consumers who fully complied with Amazon's return policies and passed possession of the returned item to Amazon or its designated carrier, or were told to keep the item, and were nonetheless not refunded or were recharged. The other class is comprised of those consumers who fully complied with Amazon's return policies and Amazon's records show that the returned item was actually received by Amazon at its designated fulfillment center, and were nonetheless not refunded or were recharged.

II. PARTIES, JURISDICTION AND VENUE

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

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

13. Plaintiff Michelle Estep is a natural person and a citizen of California.

14. Plaintiff Maria Khangi is a natural person and a citizen of New York.

15. Plaintiff Joshua Soto Lopez is a natural person and a citizen of California.

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

17. Plaintiff Heriberto Valiente is a natural person and a citizen of Florida.

18. Plaintiff Katherine Vojtko is a natural person and a citizen of Pennsylvania.

19. Plaintiff Vince Vojtko is a natural person and a citizen of Indiana.

20. Plaintiff Dianne Walton-Williams is a natural person and a citizen of Mississippi.

21. Amazon is a Delaware corporation with principal executive offices located at 410 Terry Avenue North, Seattle, Washington 98109. Amazon is the world's largest online retailer. A report published by Statista Research on February 8, 2024, states that Amazon's net revenue in 2023 was almost $576 billion, up from $514 billion in 2022.[3] The report also found that as of 2022, Amazon generates the majority of its revenues through online retail product sales.

[3] *See* Statista Research Department, *Annual net sales of Amazon from 2004 to 2023*, (Feb. 8, 2024), https://www.statista.com/statistics/266282/annual-net-revenue-of-amazoncom.

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

23. This Court has personal jurisdiction over Amazon because it is at home in the jurisdiction. Amazon conducts substantial business in the State of Washington and in King County, Washington. Defendant has sufficient minimum contacts with this State and sufficiently avails itself of the markets of this State to render the exercise of jurisdiction by this Court reasonable. Defendant maintains its corporate headquarters in this State.

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

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

III. COMMON FACTS

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

27. Accordingly, "[c]ustomers can buy with confidence knowing Amazon has great selection, fast shipping, low prices, and easy, hassle-free returns."[6] Amazon Vice President of

[4] *See* Amazon, *Conditions of Use*, https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM (last updated Sept. 14, 2022).

[5] *See* Amazon Staff, *Amazon Offers Free Returns With no Box, Tape, or Label Needed*, About Amazon, https://www.aboutamazon.com/news/operations/free-returns-with-no-box-tape-or-label-needed (last updated June 23, 2023).

[6] *Id.*

Worldwide Returns & ReCommerce Gopal Pillai boasted in 2023 that Amazon "work[s] hard to continue to raise the bar in offering a hassle-free returns experience to [Amazon's] customers."[7]

28. To return an item to Amazon, a customer navigates to "Your Orders" on the Amazon.com website and selects the item she wishes to return, or clicks a link contained in the customer's order confirmation email from Amazon, enters an explanation for the return, and then chooses a pick-up or drop-off location. If the customer chooses to have the item picked up, Amazon or its designated carrier will collect the return at the address the customer specifies.

29. If the customer chooses to drop-off the return, Amazon emails the customer a quick response ("QR") code that the customer presents with the item to be returned at the authorized drop-off location.

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

31. Items can be returned to Amazon returns kiosks[9] or by simply handing the return to an associate of the drop-off location without a box or label, who will scan the QR code containing the return information and pack and ship the return for free.[10]

32. From there, the return "is consolidated with other returned items and routed to an Amazon return center,"[11] such as those located in Phoenix, Arizona; Hebron, Kentucky; Shepherdsville, Kentucky; Las Vegas, Nevada; Dallas, Texas; and Houston, Texas.[12]

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[7] *See* Brett Molina, *Got an Amazon Return? You Can Soon Drop Them off at Staples Stores*, USA Today (June 28, 2023, 1:18 PM), https://www.usatoday.com/story/tech/2023/06/28/amazon-returns-staples-dropoff/70364211007/.

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

[9] *See* Gopal Pillai, *How the Returns Process Works at Amazon*, About Amazon (Dec. 21, 2023), https://www.aboutamazon.com/news/retail/what-happens-to-amazon-returns.

[10] *See* Amazon Staff, *supra*.

[11] *See* Gopal Pillai, *supra*.

[12] The terms "return center" and "fulfillment center" are used interchangeably and either one is intended to include the other throughout this Complaint and refer to sites where Amazon processes returns.

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33. In some circumstances, Amazon offers its customers the option of receiving what Amazon formerly called an "instant refund" and now calls an "advanced refund," whereby Amazon will refund the item's purchase price to the customer before Amazon receives the item to be returned. If Amazon does not receive the item to be returned, Amazon re-charges the customer the sale price of the item by billing the customer's credit, debt, or gift card.[13] Amazon calls this a "retrocharge."

34. If the return is eligible for an instant refund, typically the refund will be processed at the time or immediately after the customer drops off the product at the authorized drop-off location. Otherwise, the refund is issued after the product arrives at the fulfillment center and the refund is approved.

35. In some instances (for example, in the case of damaged merchandise), return shipping and handling is cost prohibitive so Amazon will provide a refund without requiring the customer to return the item. Amazon calls this Returnless Refunds.

36. Amazon processes billions of dollars in returns every year. In 2021, the National Retail Federation estimated that 16.6% of all merchandise sold during the holiday season was returned, up more than 56% from the year before.[14] For online purchases, the average return rate was even higher, at nearly 21%, up from 18% in 2020. The average return rate of Amazon products ranges between 5% to 15%, but the return rate for some categories, including consumer electronics and clothing, can be as high as 40%.

37. Amazon claims that once a returned item is received at one of its return centers, it is carefully inspected and evaluated. Amazon claims it both inspects the packaging and the

[13] *See* Amazon, *Refunds Policy*, https://www.amazon.com/gp/help/customer/display.html?nodeId=901926&ref_=pe_1811570_154851900_E_CReturnsRefundConfirmation_Refund_Policy ("Instant refunds are either refunded to your credit card or issued as an Amazon.com Gift Card balance. You'll still need to return your items within 30 days.").

[14] *See* Katie Tarasov, *How Amazon Plans to Fix its Massive Returns Problem*, CNBC (last updated Apr. 10, 2022, 1:10), https://www.cnbc.com/2022/04/10/how-amazon-plans-to-fix-its-massive-returns-problem.html.

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returned item to confirm the item matches the description, checks for any signs of use, and assesses any product damage.[15]

38. If the returned item does not match the description of the sold item, Amazon disposes of the item received and emails the customer to inform them of its actions.

39. Amazon routinely fails to issue refunds or re-charges customers who have returned items in compliance with Amazon's refund and exchange policies because of defects in Amazon's return and refund processes, often incorrectly claiming that the return had not been received by Amazon.

40. In some cases, Amazon fails to issue refunds or re-charges customers even when Amazon's own records establish that it actually received the returned items in compliance with its policies. In other cases, Amazon fails to issue refunds or re-charges customers even when Amazon's own records establish that it instructed the customer to keep the return.

41. Customers were not given refunds or were recharged for returned items even when the returns sat in shipping containers waiting for inspection by Amazon. Amazon employees frequently would misidentify returned items and returned items would get separated from others, causing Amazon to incorrectly flag returns as not containing the correct items or number of items.

42. Amazon knows that most of its customers do not notice when Amazon fails to issue them a refund or re-charges them for returns, and yet Amazon does not correct its errors unless customers contact Amazon to complain.

43. The vast majority of returns are resold as new or used, returned to selling partners, liquidated, or donated.[16]

44. Amazon claims that before a returned item is resold, Amazon conducts a second inspection, thoroughly testing the condition of each item and providing a detailed description of its condition. For electronic items, Amazon claims it will power on, test, and factory-reset as part

[15] *See* Gopal Pillai, *supra*.

[16] *See id.*

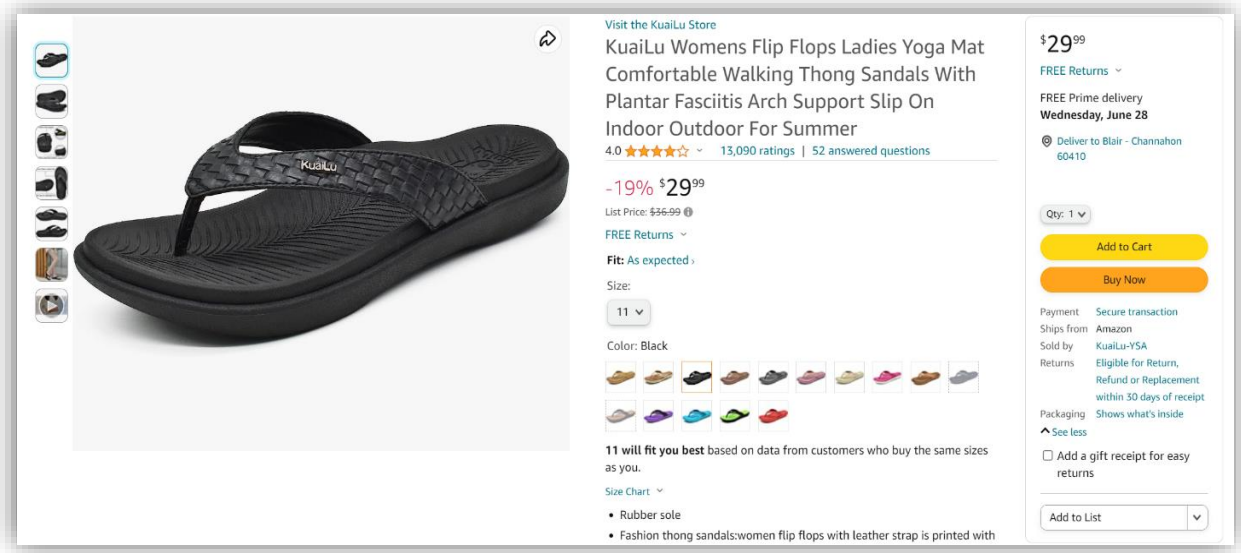
of the evaluation. Based on the quality check, each item will be assigned one of four listing conditions: "Like New," "Very Good," "Good," or "Acceptable."[17]

45. Because the vast majority of returns are resold, Amazon can reap double-profits when it receives returned merchandise, fails to issue refunds or re-charges customers for refunds it did issue, and then resells the returned merchandise.

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

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

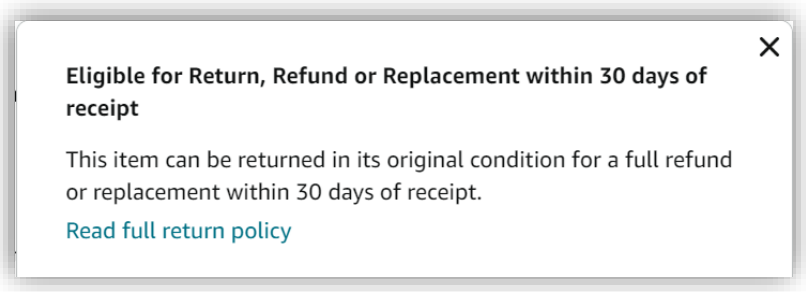
47. Customer 1 ordered two pairs of women's KuaiLu sandals through Amazon's website for $29.99 each on April 13, 2023. The Amazon website listing indicated that the sandals were Prime eligible, shipped from Amazon, were "Eligible for Return, Refund or Replacement within 30 days of receipt," and could be returned for free.[18]



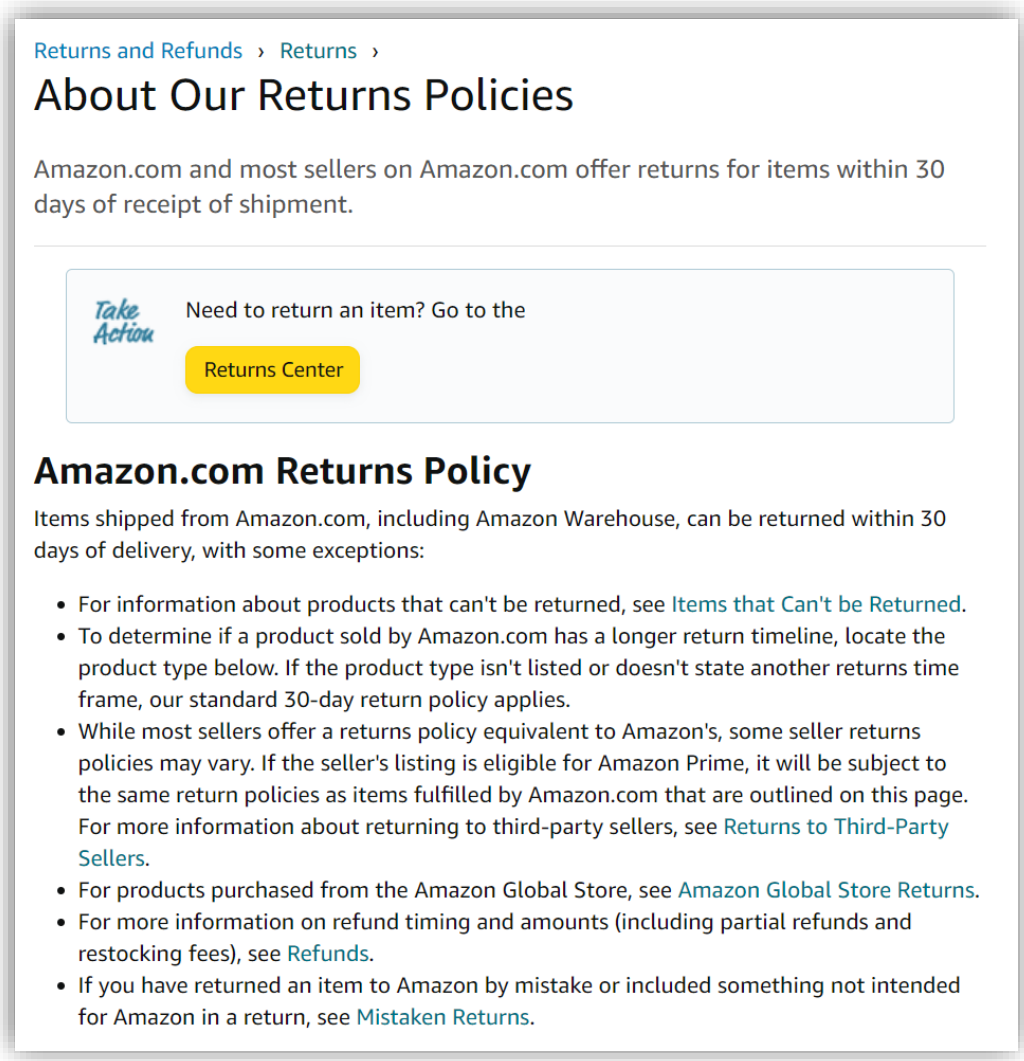
[17] *See id.*

[18] *See* Amazon, *KuaiLu Women's Flip Flops*, https://www.amazon.com/KuaiLu-Comfortable-Walking-Sandals-Fasciitis/dp/B08XX374DT?r (last visited August 17, 2023).

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



49. Clicking the "Read full return policy text" takes the user to Amazon's About Our Returns Policies webpage.[19]



Returns and Refunds › Returns ›

About Our Returns Policies

Amazon.com and most sellers on Amazon.com offer returns for items within 30 days of receipt of shipment.

Take Action

Need to return an item? Go to the

Returns Center

Amazon.com Returns Policy

Items shipped from Amazon.com, including Amazon Warehouse, can be returned within 30 days of delivery, with some exceptions:

- For information about products that can't be returned, see Items that Can't be Returned.
- To determine if a product sold by Amazon.com has a longer return timeline, locate the product type below. If the product type isn't listed or doesn't state another returns time frame, our standard 30-day return policy applies.
- While most sellers offer a returns policy equivalent to Amazon's, some seller returns policies may vary. If the seller's listing is eligible for Amazon Prime, it will be subject to the same return policies as items fulfilled by Amazon.com that are outlined on this page. For more information about returning to third-party sellers, see Returns to Third-Party Sellers.
- For products purchased from the Amazon Global Store, see Amazon Global Store Returns.
- For more information on refund timing and amounts (including partial refunds and restocking fees), see Refunds.
- If you have returned an item to Amazon by mistake or included something not intended for Amazon in a return, see Mistaken Returns.

[19] *See* Amazon, *Returns Policies*, https://www.amazon.com/gp/help/customer/display.html?nodeId=GKM69DUUYKQWKWX7 (last visited Mar. 18, 2024). Amazon recently changed its Returns Policies in summer 2023 by adding a provision stating that "If the item has already been sent back to us and you have received an email asking you return it or have been charged for item, we will reverse the charge as soon as the return is processed by us." *Id.*

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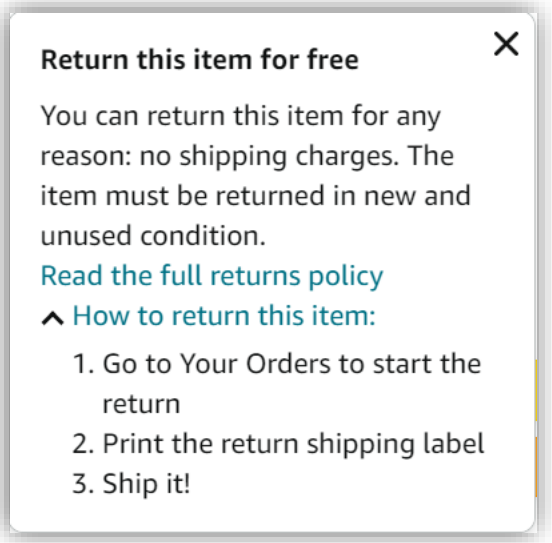
50. Selecting the small caret to the right of FREE Returns hyperlink located in the center of the KuaiLu sandals product page elaborates.



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

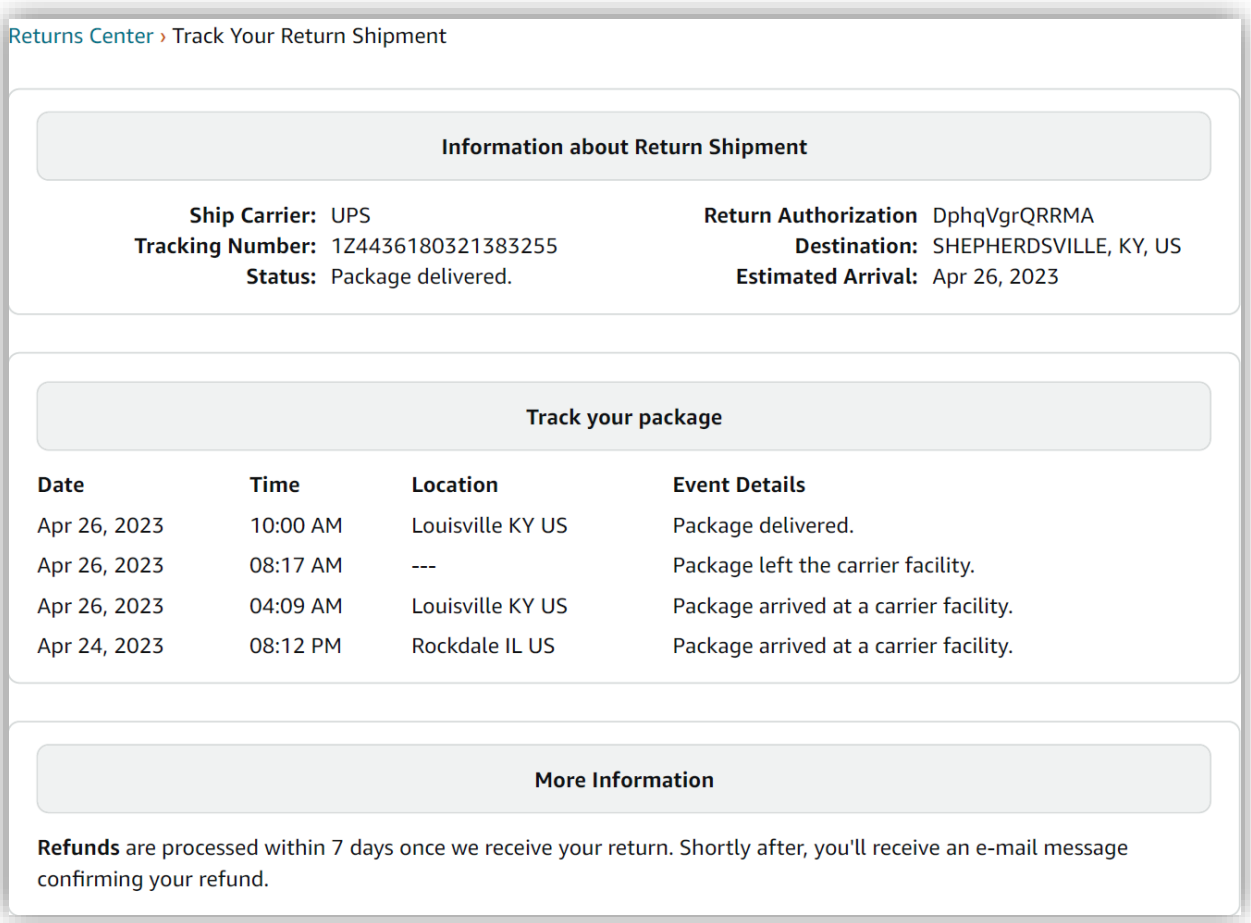
52. Customer 1 initiated a return of the two pairs of women's sandals on April 22, 2023 using Amazon's website.

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

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

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

55. Amazon's own records confirmed the delivery of the items to the UPS Store and their delivery to its Shepherdsville, Kentucky return center on April 26, 2023.



Returns Center › Track Your Return Shipment

Information about Return Shipment

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

Track your package

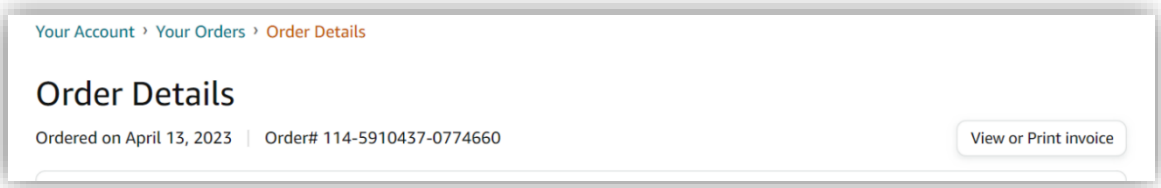
Date	Time	Location	Event Details
Apr 26, 2023	10:00 AM	Louisville KY US	Package delivered.
Apr 26, 2023	08:17 AM	---	Package left the carrier facility.
Apr 26, 2023	04:09 AM	Louisville KY US	Package arrived at a carrier facility.
Apr 24, 2023	08:12 PM	Rockdale IL US	Package arrived at a carrier facility.

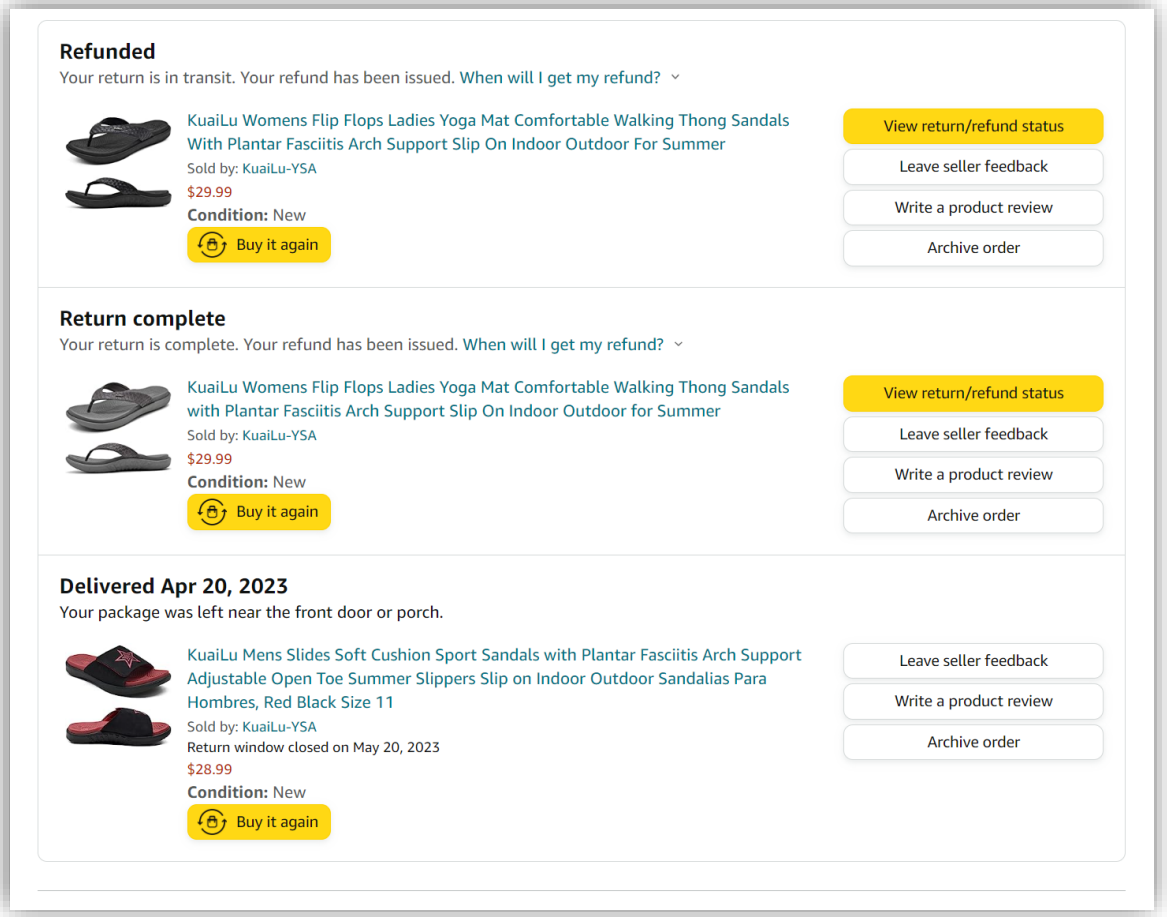
More Information

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

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

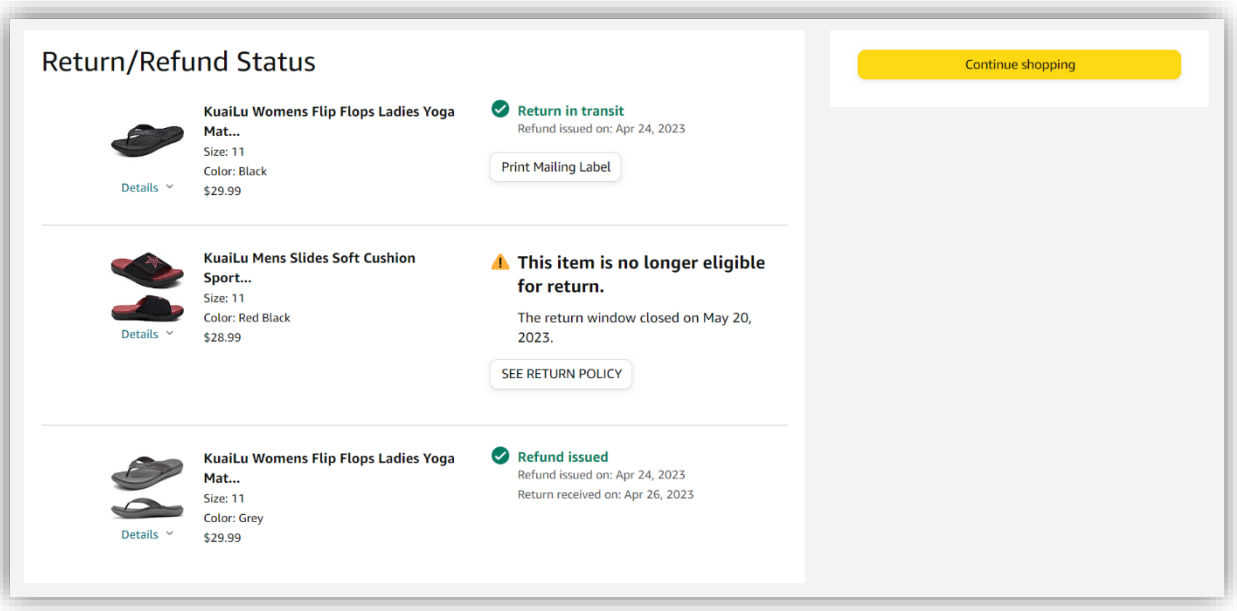
57. Following the link in the Return Reminder to "View return & refund status" took the customer to the Order Details page for the Amazon order containing the sandals. One pair of sandals indicate that they were "Refunded" and the "return [was] in transit." For another pair of sandals the Return was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





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

"Return in transit." No other information was available from this page. There was no link to the Return Center page discussed in ¶55 that provided shipment tracking information.



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

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

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

10:26 AM

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

10:27 AM

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

10:27 AM

CUST1: Order# 114-5910437-0774660

10:28 AM

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

10:28 AM

CUST1: Yes.

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

10:29 AM

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

10:30 AM

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

10:31 AM

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

10:31 AM

AMZN: Sure. On April 26 amazon receive item.

10:33 AM

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

10:34 AM

AMZN: Yes.

10:34 AM

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

10:35 AM

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

10:36 AM

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

10:36 AM

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

10:37 AM

61. Two hours and thirty minutes later, $32.16 was refunded to Customer 1's credit card.

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

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

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

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

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

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

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

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

70. Selecting the "View return/refund status button" took the customer to a page that indicated that one swaddle sack was received on March 24, 2023, but the other was marked as "Return in transit." No other information was available from this page. There was no link to the Return Center page discussed in ¶55 that provided shipment tracking information.

71. On May 9, 2023, Amazon emailed Customer 1 a "Charge Confirmation" that stated it had charged her original payment method the sale price and tax again for one of the swaddle sacks because Amazon had not received the return. However, Amazon assured her that "[i]f you've already sent the item back, we'll revert the charges when your return is received." The Charge Confirmation contained a link to "View return & refund status" which led to the same Order Detail page described in ¶57. That day, Customer 1's credit card was charged $16.08 by Amazon for order number 113-8630962-9859404.

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

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

AMZN: Hi! It's Amazon's messaging assistant again. Enrich YLife Baby Cotton Sleeping Bag Split Swaddle Sack Wearable Blanket for Boys and Girls, 4 Season, 6-12 Months (Grey 1) Is this what you need help with?
7:14 PM

CUST1: Yes, that's it
7:14 PM

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

7:14 PM

CUST1: Need a Customer Service Associate

7:15 PM

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

7:15 PM

CUST1: Chat with an associate now

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

7:15 PM

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

7:15 PM

AMZN: Rahman has joined and will be ready to chat in just a minute.

Hello, Thank you for contacting Amazon. My name is Rahman.

And I will be assisting you from here.

7:16 PM

CUST1: Hello.

7:16 PM

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

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

7:20 PM

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

7:21 PM

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

7:23 PM

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

7:24 PM

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

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

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

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

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

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

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

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

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

Jun 17, 2023 11:18 AM

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

Jun 18, 2023 10:11 PM

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

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

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

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

7:14 PM

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

7:14 PM

AMZN: I am sorry to know that you got charged again for a returned item. Please don't worry, now that you're connected to me, I will do my best to sort this out for you. Please allow me a moment to check the details. Thank you for waiting. I see that we received this package. I have refunded the charge back to your card. Refund: $21.74 You'll see the refund in the next 3-5 business days.

7:20 PM

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

7:20 PM

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

7:21 PM

CUST2: When was it received?

7:21 PM

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

7:22 PM

CUST2: Can you tell me what date?

7:22 PM

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

7:24 PM

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

7:24 PM

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

7:25 PM

CUST2: Does this happen often?

7:25 PM

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

7:26 PM

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

7:27 PM

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

> case there is an error, you can contact us and we are happy to help you before the charge is made or after the charge.
>
> 7:29 PM

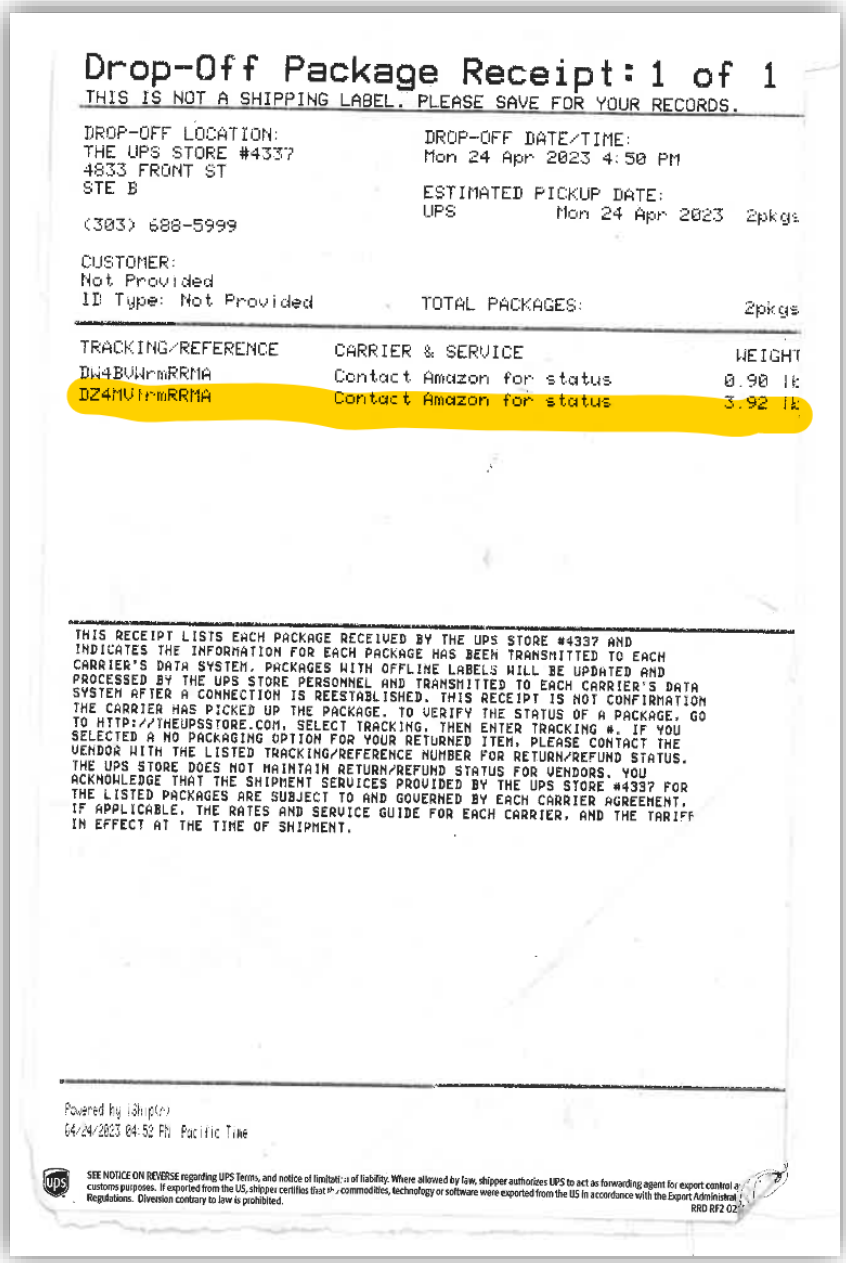
81. On June 22, 2023, Customer 2 was issued a refund of the purchase price and applicable tax to her debit card.

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

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

83. Plaintiff Laura Abbott purchased a "Chuangyinggo 3 Pcs Easter Bunny baskets" for $24.99 from Amazon on March 23, 2023, along with another set of Easter baskets, "3 Pcs Easter Bunny Baskets." She used a coupon reducing her total by $13.50. On April 23, 2023, Ms. Abbott submitted a request to return both sets of Easter baskets and two travel mugs, she was provided with two QR codes and was instructed to drop off the returns at a local UPS Store by April 24, 2023.

84. Ms. Abbott timely dropped off the returns in new and unused condition at a UPS Store on April 24, 2023, at 4:50 PM, Mountain Time. UPS provided her with a receipt showing the Return Merchandise Authorization ("RMA") numbers for the two returns. DZ4MVlrmRRMA contained the return which included the Chuangyinggo 3 Pcs Easter Bunny Baskets and 2 travel mugs. DW4BVWrmRRMA is the RMA for the other 3 Pcs Easter Bunny Baskets.



Drop-Off Package Receipt: 1 of 1

THIS IS NOT A SHIPPING LABEL. PLEASE SAVE FOR YOUR RECORDS.

DROP-OFF LOCATION:
THE UPS STORE #4337
4833 FRONT ST
STE B

(303) 688-5999

DROP-OFF DATE/TIME:
Mon 24 Apr 2023 4:50 PM

ESTIMATED PICKUP DATE:
UPS Mon 24 Apr 2023 2pkgs

CUSTOMER:
Not Provided
ID Type: Not Provided

TOTAL PACKAGES: 2pkgs

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

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

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

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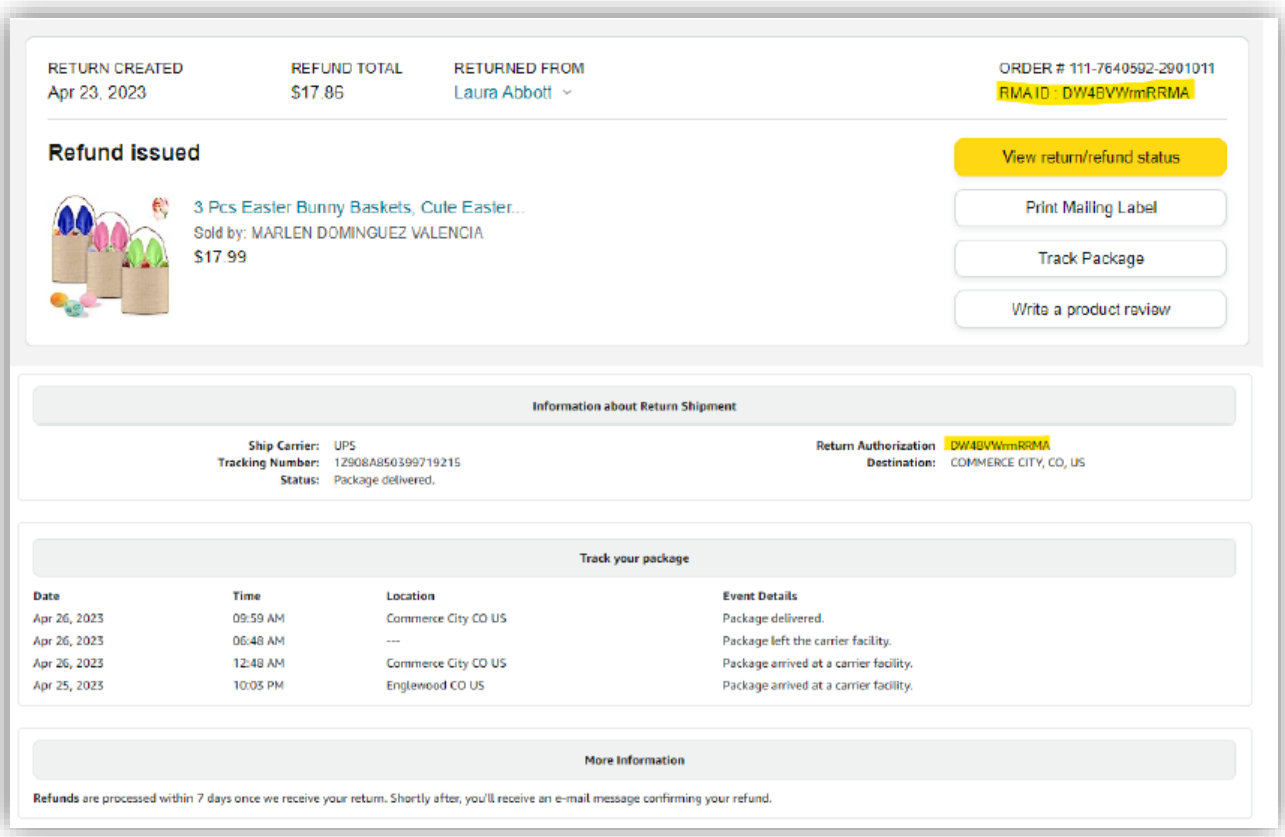
RRD RF2 02

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

86. Amazon's Return Center data showed the DW4BVWrmRRMA package containing 3 Pcs Easter Bunny Baskets arrived at the Commerce City, CO warehouse on April 27 at 9:59 AM. Amazon's Return Center also showed the DZ4MVlrmRRMA package which contained the Chuangyinggo 3 Pcs Easter Bunny Baskets and the travel mugs arrived at the Las Vegas, NV warehouse on April 27, 2023 at 7:30 PM.



RETURN CREATED
Apr 23, 2023

REFUND TOTAL
$17.86

RETURNED FROM
Laura Abbott

ORDER # 111-7640592-2901011
RMA ID : DW4BVWrmRRMA

Refund issued

View return/refund status

3 Pcs Easter Bunny Baskets, Cute Easter...
Sold by: MARLEN DOMINGUEZ VALENCIA
$17.99

Print Mailing Label

Track Package

Write a product review

Information about Return Shipment

Ship Carrier: UPS
Tracking Number: 1Z908A850399719215
Status: Package delivered.

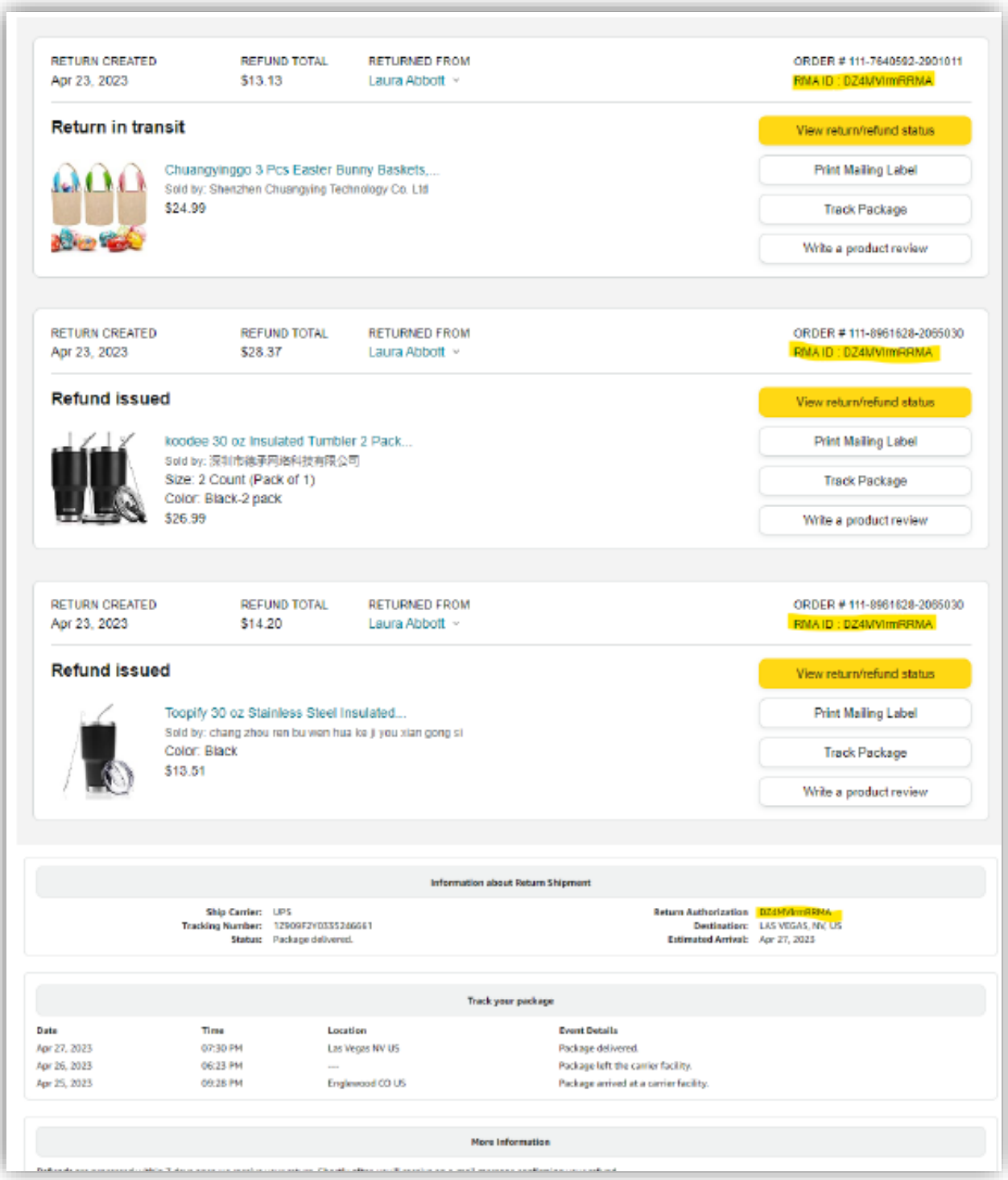
Return Authorization: DW4BVWrmRRMA
Destination: COMMERCE CITY, CO, US

Track your package

Date	Time	Location	Event Details
Apr 26, 2023	09:59 AM	Commerce City CO US	Package delivered.
Apr 26, 2023	06:48 AM	---	Package left the carrier facility.
Apr 26, 2023	12:48 AM	Commerce City CO US	Package arrived at a carrier facility.
Apr 25, 2023	10:03 PM	Englewood CO US	Package arrived at a carrier facility.

More Information

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



87. Unbeknownst to Ms. Abbott, Amazon's return processes incorrectly identified the items contained in her returns. When it processed her return, Amazon erroneously determined that Ms. Abbott returned two "3 Pcs Easter Bunny Baskets" and zero "Chuangyinggo 3 Pcs

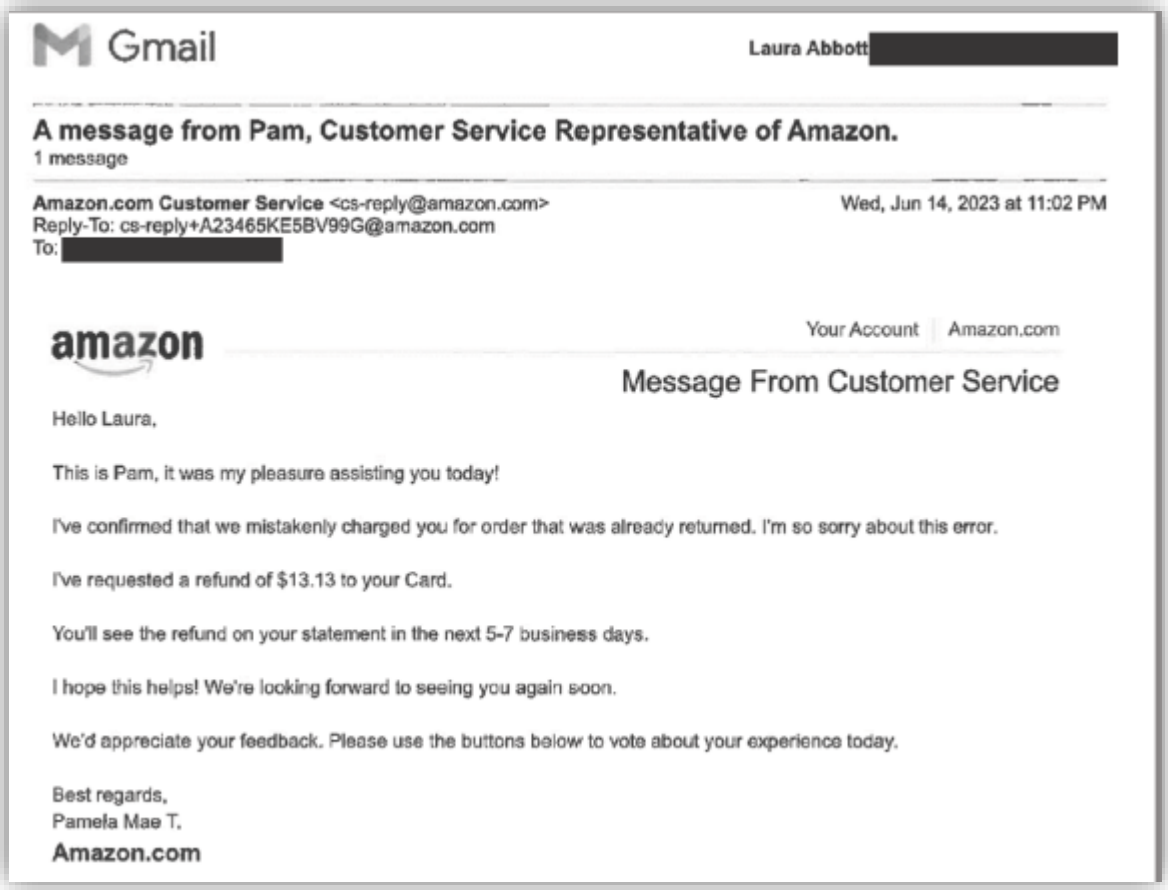
Easter Bunny Baskets," even though she only ordered one of each. However, she was only credited for the return of one "3 Pcs Easter Bunny Baskets," even though Amazon kept the second basket set and declared it an "overage."

88. On May 29, 2023, more than a month after Amazon received the items, Amazon emailed Ms. Abbott a "Return Reminder" regarding the Chuangyinggo 3 Pcs Easter Bunny Baskets: "We've issued your refund in advance, but still expect to receive the return. Send the item back by Thu, Jun 8 to avoid being charged again." The email further stated that: "Your original payment method or another valid payment method in your A/C will be charged $13.13 [$12.49 plus $0.64 tax] if you don't send the item back by Thu, Jun 8."

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

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

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



Gmail Laura Abbott [redacted]

A message from Pam, Customer Service Representative of Amazon.
1 message

Amazon.com Customer Service <cs-reply@amazon.com> Wed, Jun 14, 2023 at 11:02 PM
Reply-To: cs-reply+A23465KE5BV99G@amazon.com
To: [redacted]

amazon Your Account | Amazon.com

Message From Customer Service

Hello Laura,

This is Pam, it was my pleasure assisting you today!

I've confirmed that we mistakenly charged you for order that was already returned. I'm so sorry about this error.

I've requested a refund of $13.13 to your Card.

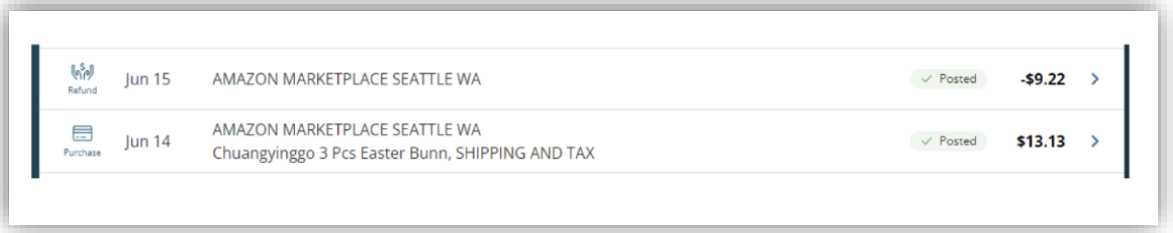
You'll see the refund on your statement in the next 5-7 business days.

I hope this helps! We're looking forward to seeing you again soon.

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards,
Pamela Mae T.
Amazon.com

92. However, on June 15, 2023, Ms. Abbott was not refunded $13.13 as promised; instead, Amazon refunded only $9.22.



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

93. As of the filing of this complaint, Ms. Abbott has not been refunded the difference.

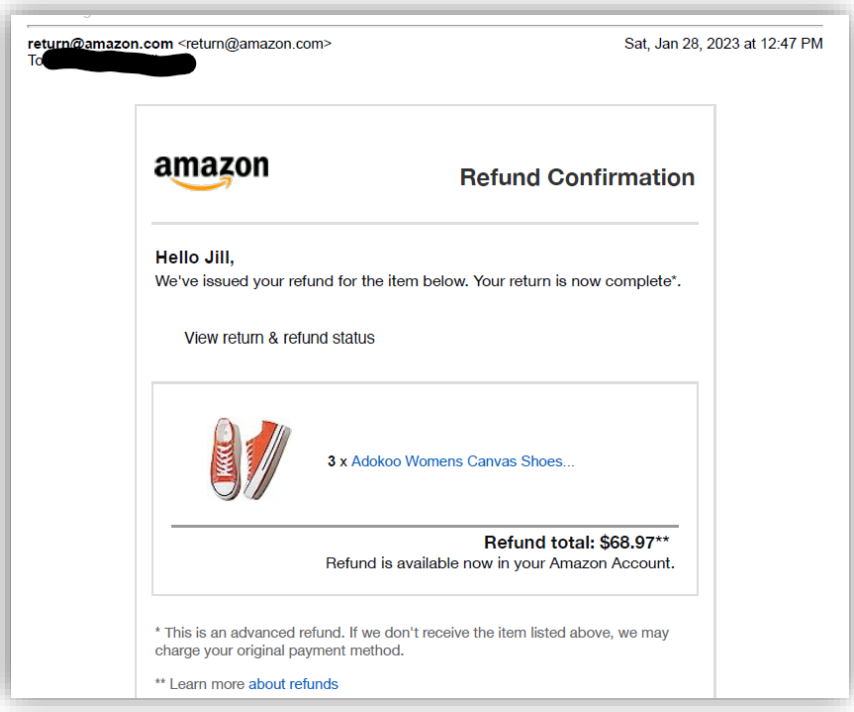
94. Amazon has knowingly and willfully retained $3.91 from Ms. Abbott for approximately two years.

D. Plaintiff Cappel's experiences with Amazon.com returns

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

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

97. Ms. Cappel timely dropped off the items in new condition at a UPS Store. On January 28, 2023, Amazon added $68.97 to her Amazon gift card balance. She also received an email from Amazon on January 28, 2023, confirming her return was complete. On March 19,


return@amazon.com <return@amazon.com> Sat, Jan 28, 2023 at 12:47 PM
To [redacted]

amazon

Refund Confirmation

Hello Jill,
We've issued your refund for the item below. Your return is now complete*.

View return & refund status

3 x Adokoo Womens Canvas Shoes...

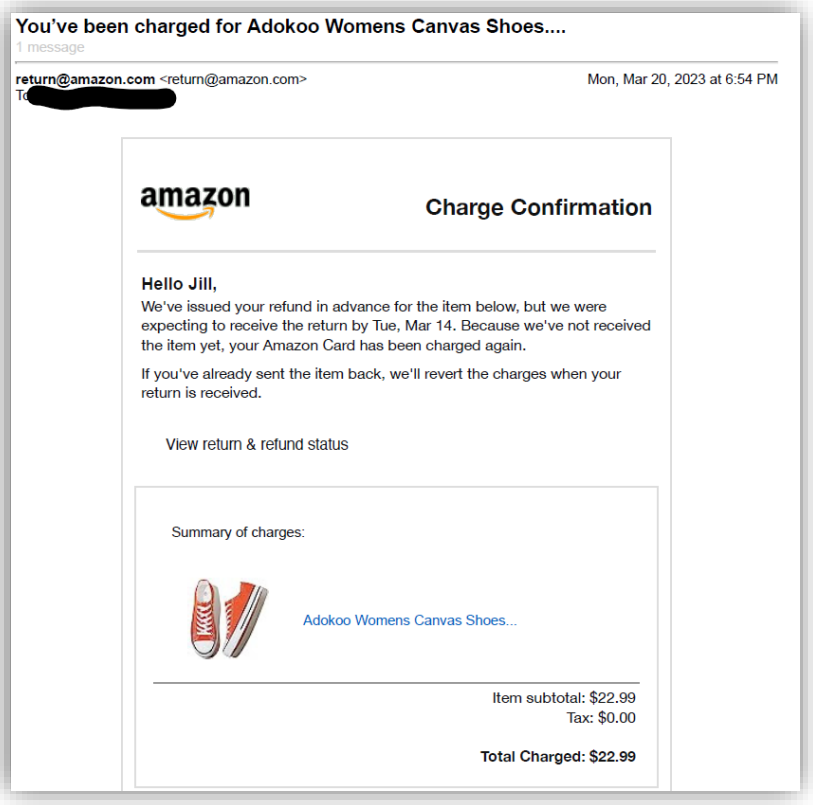
Refund total: $68.97**
Refund is available now in your Amazon Account.

* This is an advanced refund. If we don't receive the item listed above, we may charge your original payment method.

** Learn more about refunds

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

98. Amazon then emailed Ms. Cappel a "Charge Confirmation" the following day advising that Amazon had not received the shoes and stating that, "[i]f you've already sent the item back, we'll revert the charges when your return is received."



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

1 message

return@amazon.com <return@amazon.com> Mon, Mar 20, 2023 at 6:54 PM

To [redacted]

amazon

Charge Confirmation

Hello Jill,

We've issued your refund in advance for the item below, but we were expecting to receive the return by Tue, Mar 14. Because we've not received the item yet, your Amazon Card has been charged again.

If you've already sent the item back, we'll revert the charges when your return is received.

View return & refund status

Summary of charges:

Adokoo Womens Canvas Shoes...

Item subtotal: $22.99
Tax: $0.00

Total Charged: $22.99

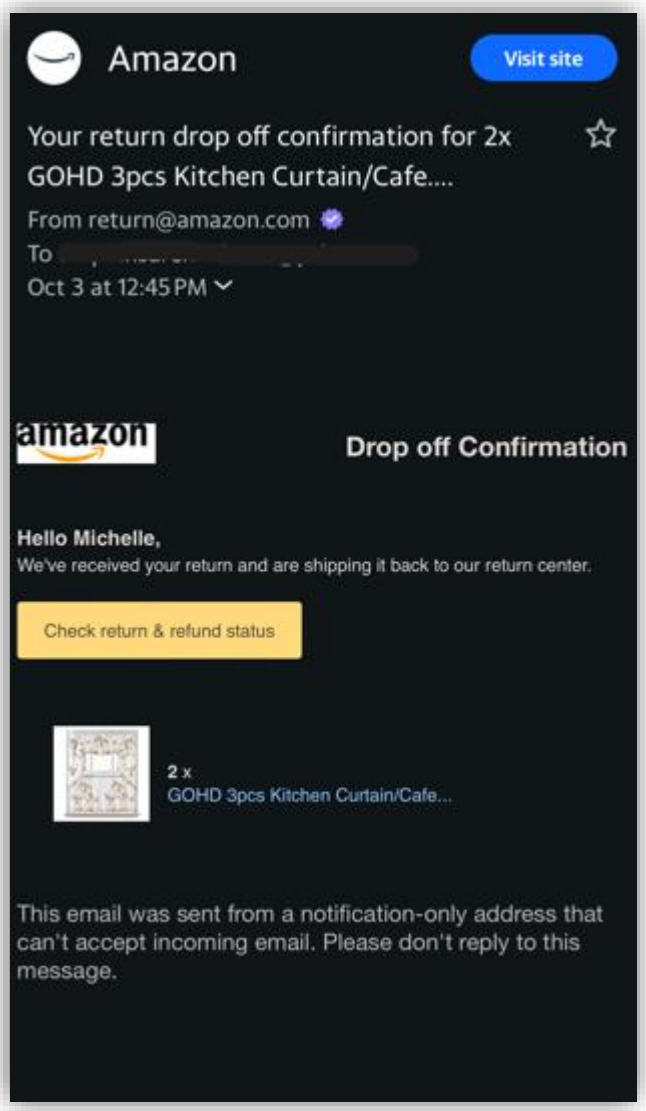
99. As of the date of this filing, Amazon has not "revert[ed] the charges" for the shoes that she timely returned.

100. Amazon has knowingly and willfully retained $22.99 from Ms. Cappel for approximately two years.

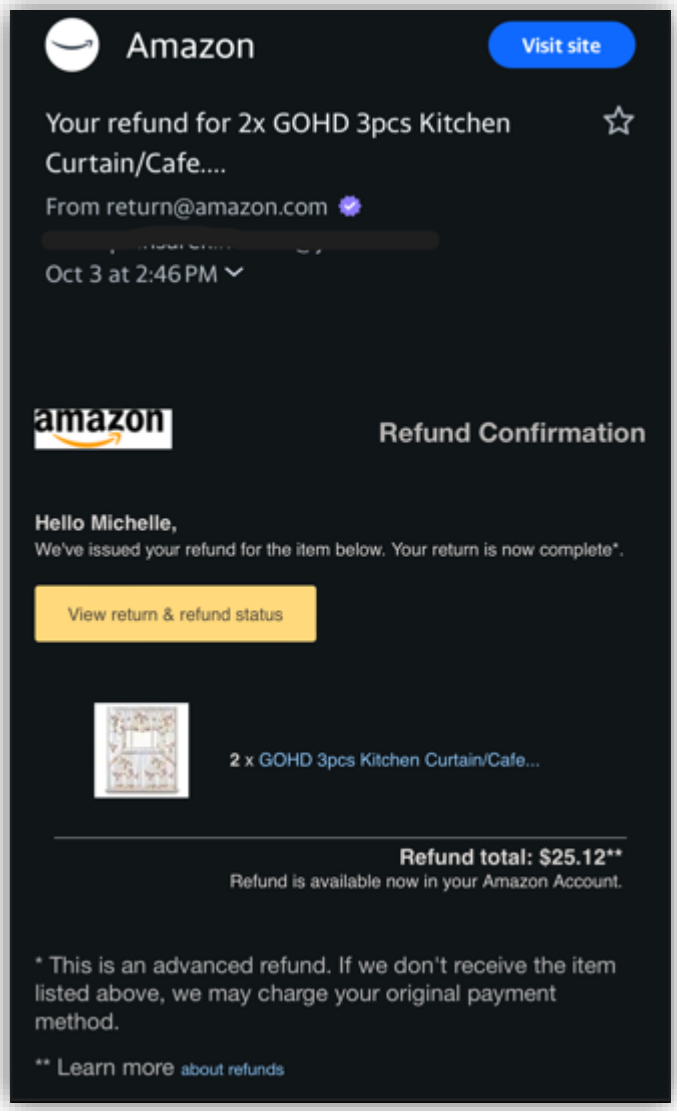
E. Plaintiff Estep's experiences with Amazon.com returns

101. Plaintiff Michelle Estep purchased two GOHD 3pcs Kitchen Curtain/Café Curtain Sets ("Curtain Set") on September 24, 2023 as part of Order Number 113-0507850-9579432. Including sales tax, each Curtain Set cost $12.56 ($11.39 + tax), for a combined total of $25.12.

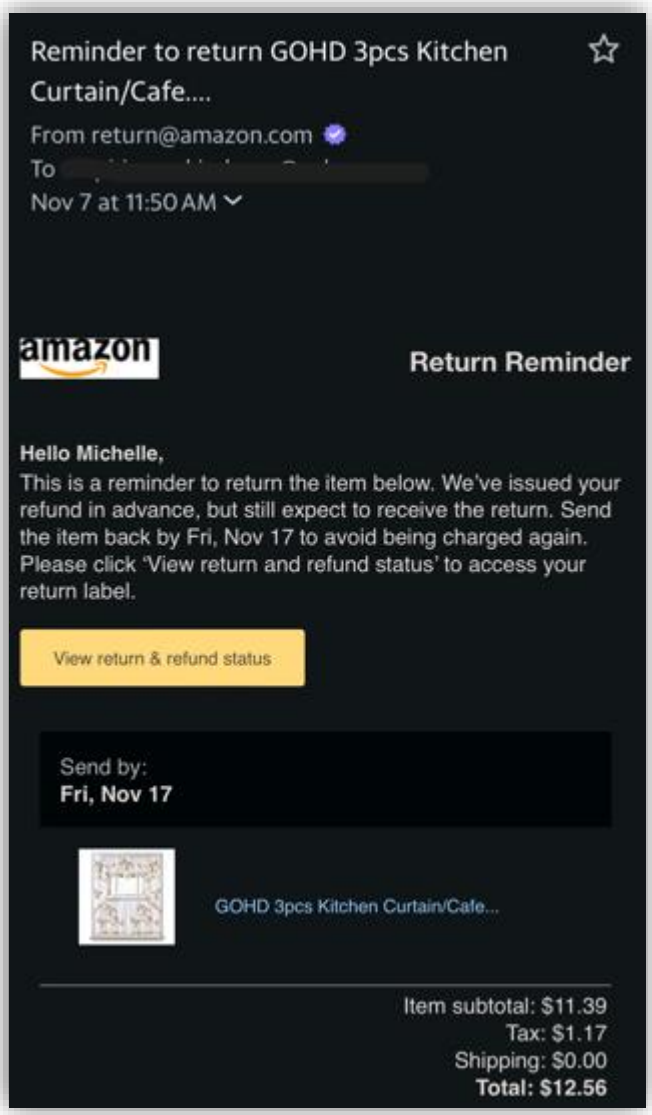
102. Ms. Estep timely returned both Curtain Sets together in original condition to the Amazon Store at 6235 E. Spring St, Long Beach, California 90808 on October 3, 2023. Amazon promptly emailed a confirmation of her drop-off return to its store.



103. Also on October 3, 2023, Ms. Estep received a "Refund Confirmation" email from Amazon confirming the return and that a refund had been issued for $25.12, the total amount of both Curtain Sets.



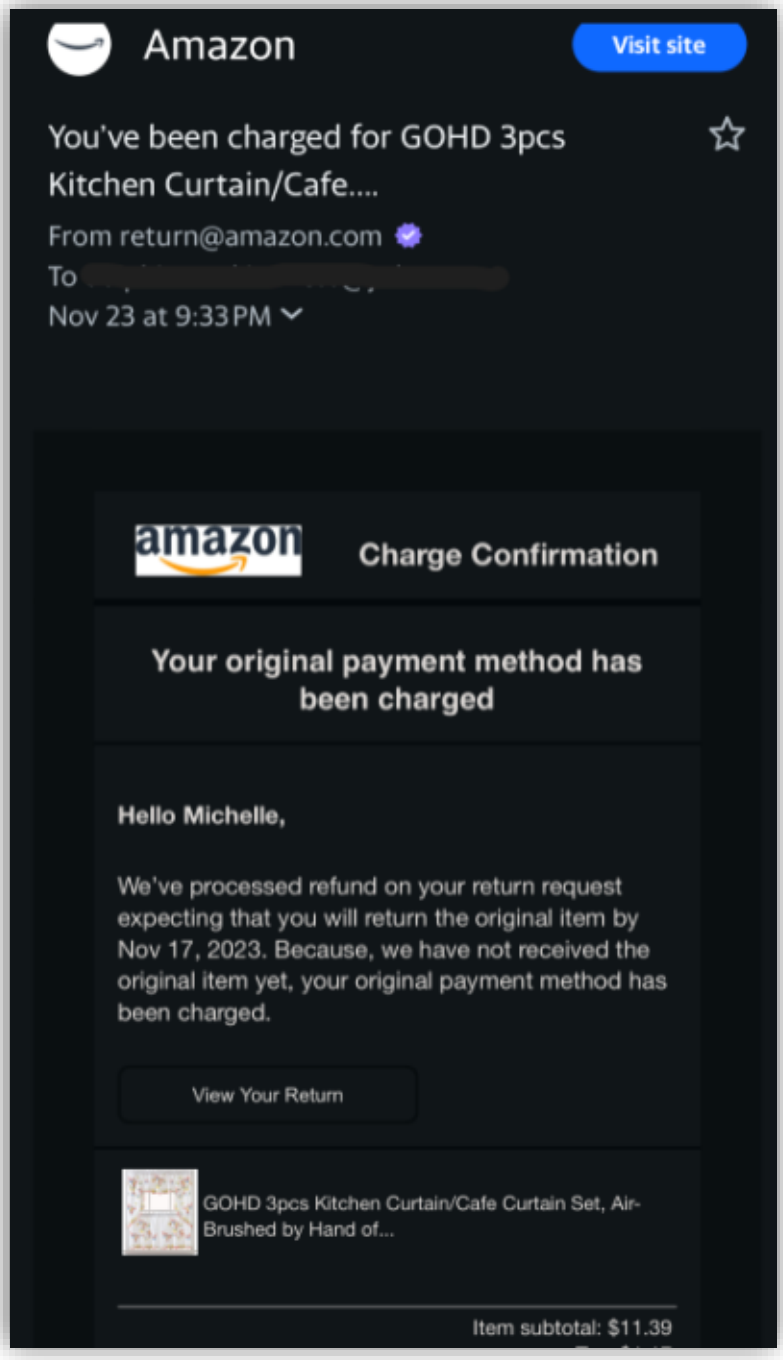
104. But on November 7, 2023, Amazon emailed Ms. Estep a reminder to return one of the Curtain Sets she previously returned to an Amazon Store the month before. The email further directed her to return the Curtain Set "back by Fri, Nov 17 to avoid being charged again."



105. Unbeknownst to Ms. Estep, Amazon's return processes incorrectly identified the items contained in her return. When it processed her return, Amazon erroneously determined that Ms. Estep only returned one curtain set. However, Amazon recorded the package weight as .74 pounds. Each curtain set weighs .2 pounds.

106. On November 23, 2023, Amazon notified Ms. Estep that she had been recharged $12.56 for the Curtain Set she had already returned to Amazon's store the month before.

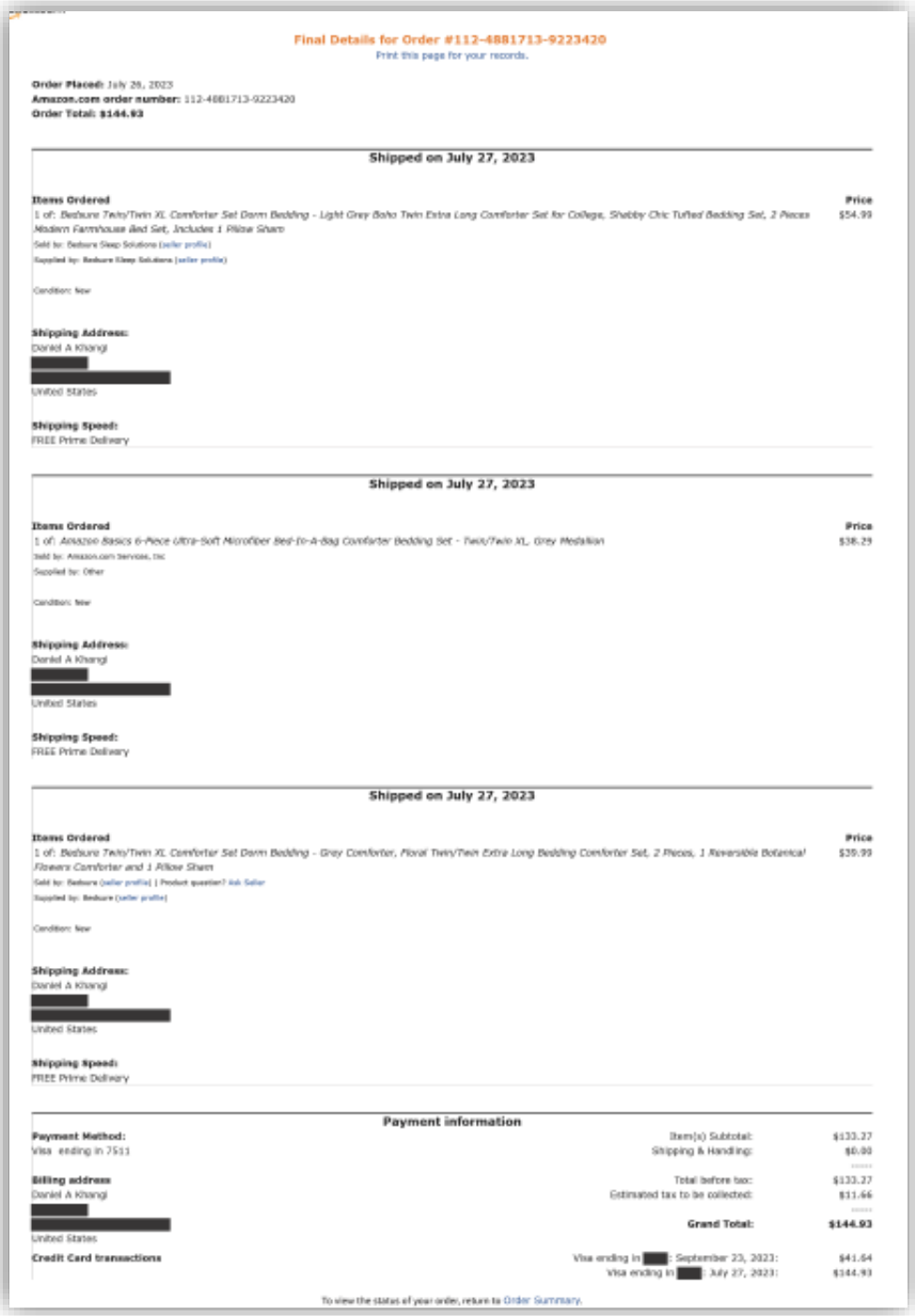
107. As of the date of this filing, Amazon has not refunded Ms. Estep the $12.56 for the Curtain Set that she timely returned.



108. Amazon has knowingly and willfully retained $12.56 from Ms. Estep for approximately one-and-a-half years.

F. Plaintiff Khangi's experiences with Amazon.com returns

109. On July 26, 2023, Plaintiff Maria Khangi used her husband's Amazon account to purchase an Amazon Basics 6-piece Ultra Soft Microfiber Bed-in-a-Bag Comforter Bedding Set/Twin/Twin XL, Grey Medallion (the "Bedding Set") from Amazon on July 26, 2023 for $41.64 ($38.29 + sales tax) as part of Order Number 112-4881713-922342.



Final Details for Order #112-4881713-9223420

Print this page for your records.

Order Placed: July 26, 2023
Amazon.com order number: 112-4881713-9223420
Order Total: $144.93

Shipped on July 27, 2023

Items Ordered	Price
1 of: Bedsure Twin/Twin XL Comforter Set Dorm Bedding - Light Grey Boho Twin Extra Long Comforter Set for College, Shabby Chic Tufted Bedding Set, 2 Pieces Modern Farmhouse Bed Set, Includes 1 Pillow Sham	$54.99

Sold by: Bedsure Sleep Solutions (seller profile)
Supplied by: Bedsure Sleep Solutions (seller profile)

Condition: New

Shipping Address:
Daniel A Khangi
[redacted]
United States

Shipping Speed:
FREE Prime Delivery

Shipped on July 27, 2023

Items Ordered	Price
1 of: Amazon Basics 6-Piece Ultra-Soft Microfiber Bed-in-a-Bag Comforter Bedding Set - Twin/Twin XL, Grey Medallion	$38.29

Sold by: Amazon.com Services, Inc
Supplied by: Other

Condition: New

Shipping Address:
Daniel A Khangi
[redacted]
United States

Shipping Speed:
FREE Prime Delivery

Shipped on July 27, 2023

Items Ordered	Price
1 of: Bedsure Twin/Twin XL Comforter Set Dorm Bedding - Grey Comforter, Floral Twin/Twin Extra Long Bedding Comforter Set, 2 Pieces, 1 Reversible Botanical Flowers Comforter and 1 Pillow Sham	$39.99

Sold by: Bedsure (seller profile) | Product question? Ask Seller
Supplied by: Bedsure (seller profile)

Condition: New

Shipping Address:
Daniel A Khangi
[redacted]
United States

Shipping Speed:
FREE Prime Delivery

Payment information

Payment Method:
Visa ending in 7511

Item(s) Subtotal:	$133.27
Shipping & Handling:	$0.00
Total before tax:	$133.27
Estimated tax to be collected:	$11.66
Grand Total:	**$144.93**

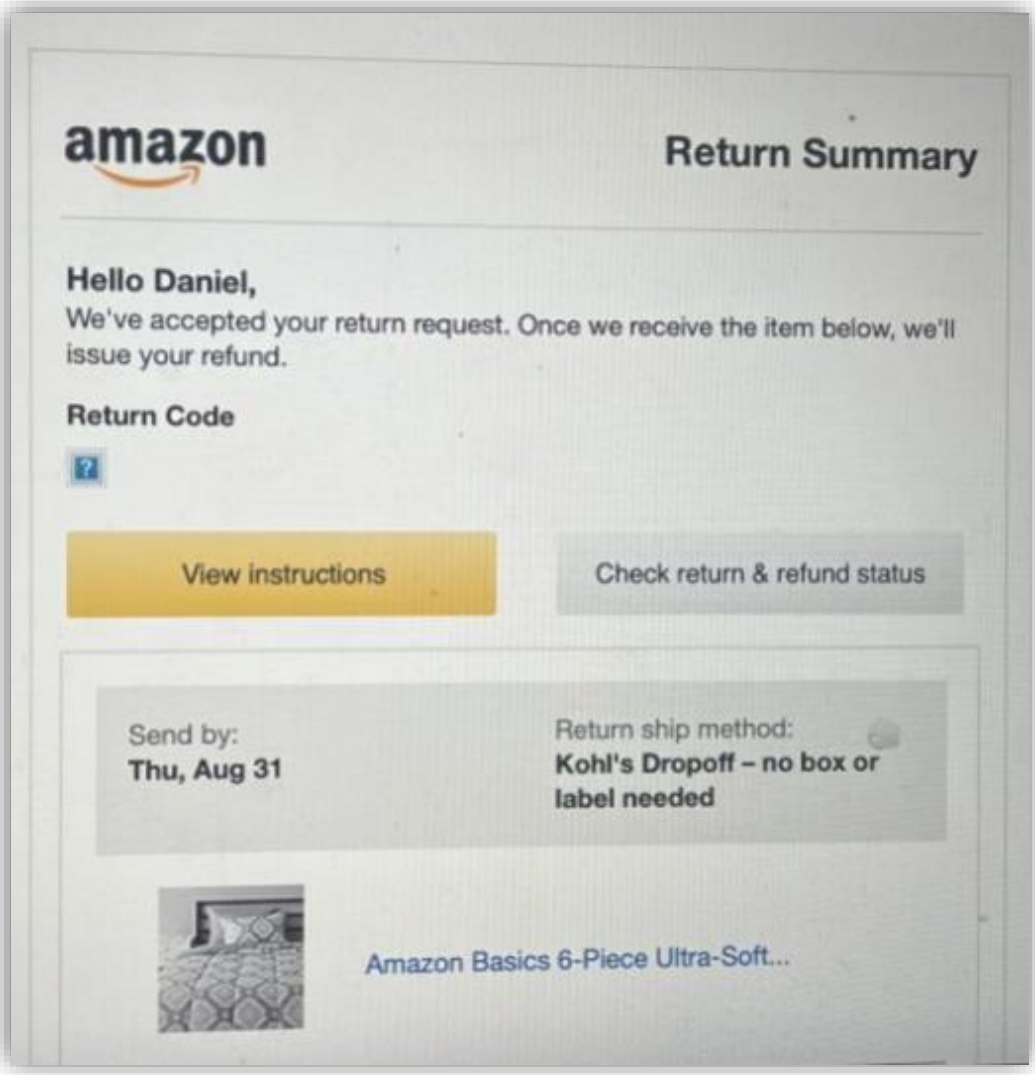
Billing address
Daniel A Khangi
[redacted]
United States

Credit Card transactions

Visa ending in [redacted]: September 23, 2023:	$41.64
Visa ending in [redacted]: July 27, 2023:	$144.93

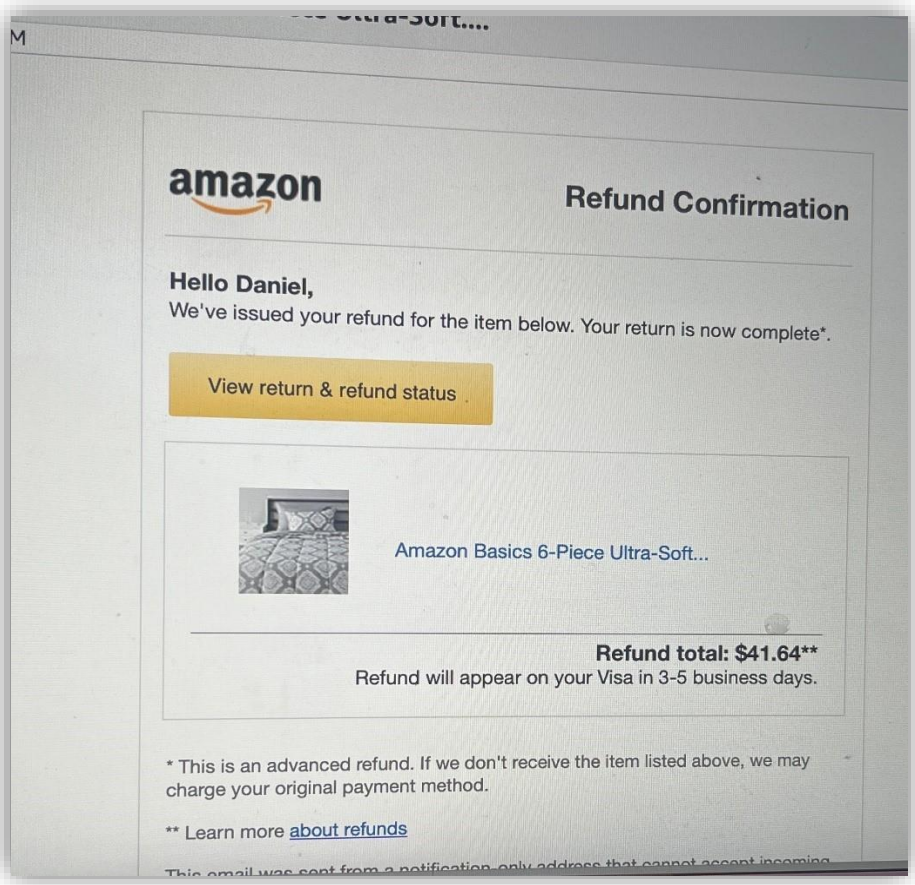
To view the status of your order, return to Order Summary.

110. Ms. Khangi requested a return of the Bedding Set on August 4, 2023, and Amazon accepted her return request with a return shipment method of a Kohl's drop-off and instructions to return the item by "Thu, Aug 31."



111. Ms. Khangi timely returned the item in its original condition to the designated Kohl's drop-off location and received a "Refund Confirmation" email from Amazon on August 4, 2023, stating that Amazon issued a refund for the Bedding Set and that the "return is now complete."

112. Amazon also issued a $41.64 refund on August 4, 2023 to the credit card Ms. Khangi used to purchase the Bedding Set.



amazon

Refund Confirmation

Hello Daniel,
We've issued your refund for the item below. Your return is now complete*.

View return & refund status

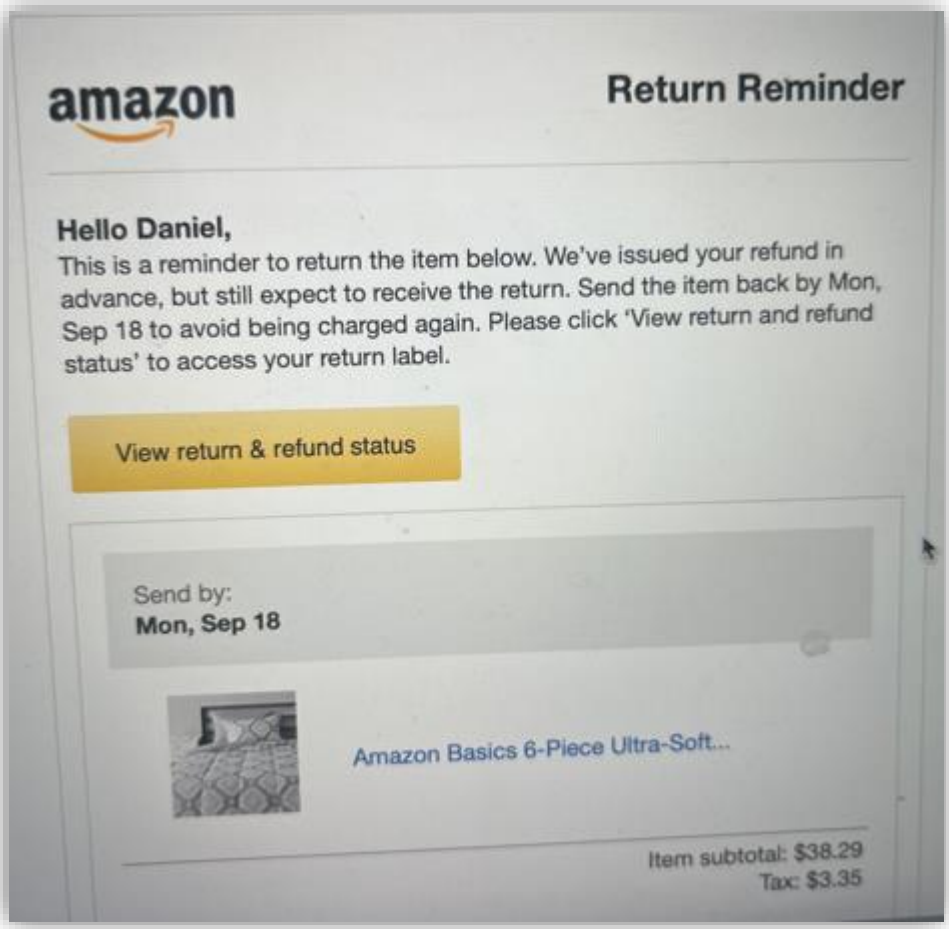
Amazon Basics 6-Piece Ultra-Soft...

Refund total: $41.64**
Refund will appear on your Visa in 3-5 business days.

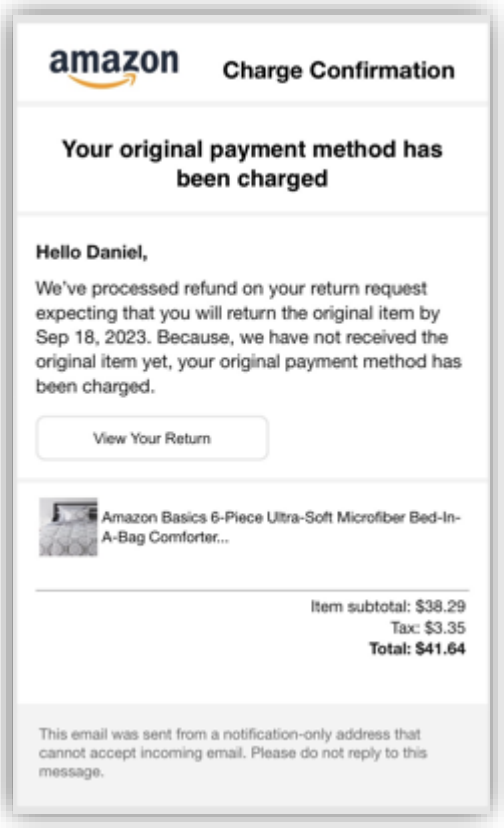
* This is an advanced refund. If we don't receive the item listed above, we may charge your original payment method.

** Learn more about refunds

113. Yet on September 8, 2023, Amazon sent Ms. Khangi a "Return Reminder" email asking her to return the Bedding Set by September 18, 2023 "to avoid being charged again."



114. On September 23, 2023, 50 days after Ms. Khangi returned the Bedding Set at Kohl's, Amazon sent her a "Charge Confirmation" email advising that she had been recharged in the amount of $41.64 "Because we have not received the original item yet[.]"



amazon Charge Confirmation

Your original payment method has been charged

Hello Daniel,

We've processed refund on your return request expecting that you will return the original item by Sep 18, 2023. Because, we have not received the original item yet, your original payment method has been charged.

View Your Return

Amazon Basics 6-Piece Ultra-Soft Microfiber Bed-In-A-Bag Comforter...

Item subtotal: $38.29
Tax: $3.35
Total: $41.64

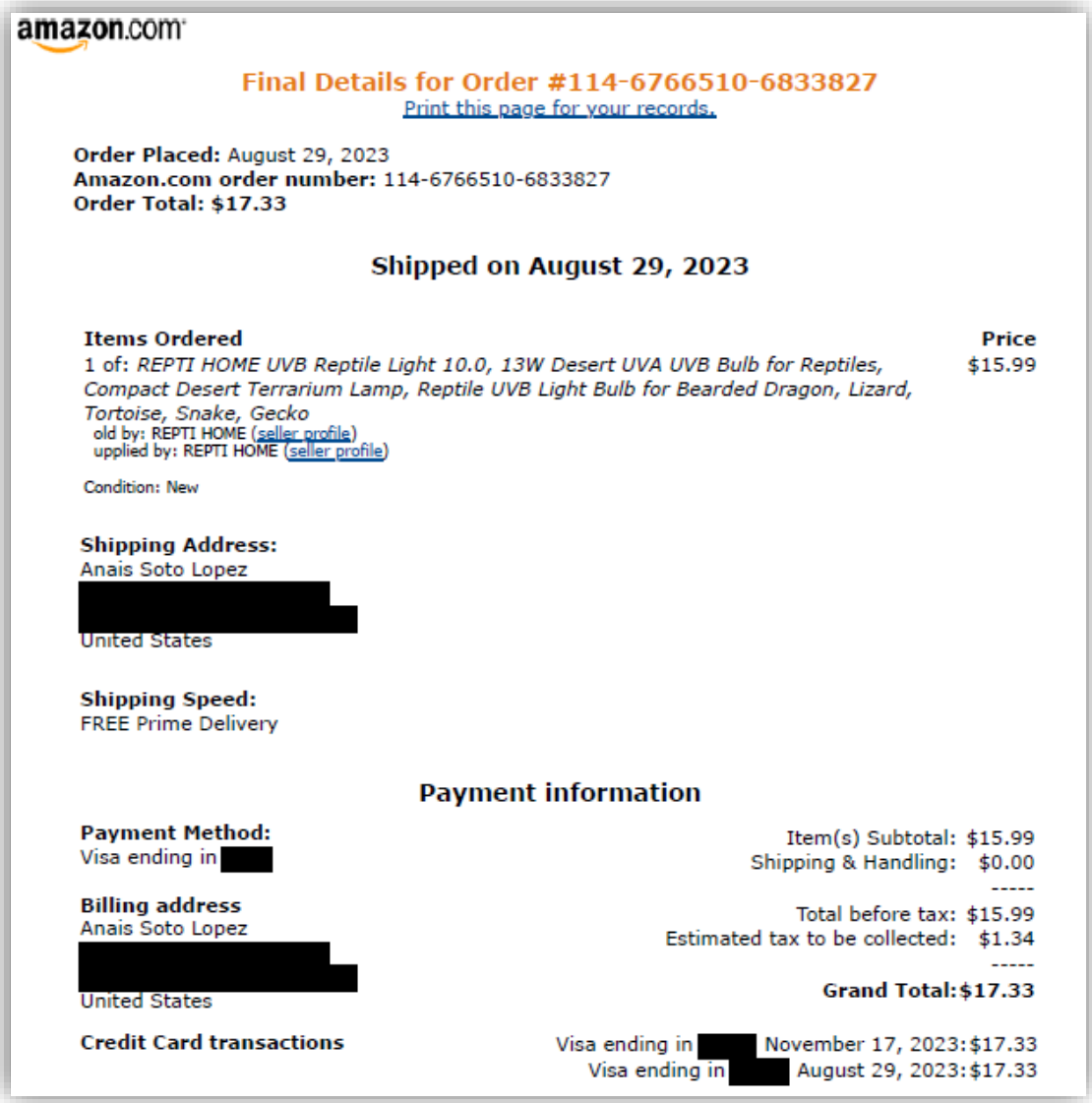
This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

115. As of the date of this filing, Amazon has not reverted the $41.64 charge for the Bedding Set Ms. Khangi timely returned in its original condition to the Kohl's designated drop-off location.

116. Amazon has knowingly and willfully retained $41.64 from Ms. Khangi for approximately one-and-a-half years.

G. Plaintiff Soto Lopez's experiences with Amazon.com returns

117. Plaintiff Joshua Soto Lopez ordered "REPTI HOME UVB Reptile Light 10.0, 13W Desert UVA UVB Bulb for Reptiles, Compact Desert Terrarium Lamp, Reptile UVB Light Bulb for Bearded Dragon, Lizard, Tortoise, Snake, Gecko" ("Reptile Light") from Amazon.com on August 29, 2023 for $17.33 in Order Number 114-6766510-6833827.



amazon.com

Final Details for Order #114-6766510-6833827

Print this page for your records.

Order Placed: August 29, 2023
Amazon.com order number: 114-6766510-6833827
Order Total: $17.33

Shipped on August 29, 2023

Items Ordered	**Price**
1 of: *REPTI HOME UVB Reptile Light 10.0, 13W Desert UVA UVB Bulb for Reptiles, Compact Desert Terrarium Lamp, Reptile UVB Light Bulb for Bearded Dragon, Lizard, Tortoise, Snake, Gecko* old by: REPTI HOME (seller profile) upplied by: REPTI HOME (seller profile) Condition: New	$15.99

Shipping Address:
Anais Soto Lopez
[redacted]
United States

Shipping Speed:
FREE Prime Delivery

Payment information

Payment Method:
Visa ending in [redacted]

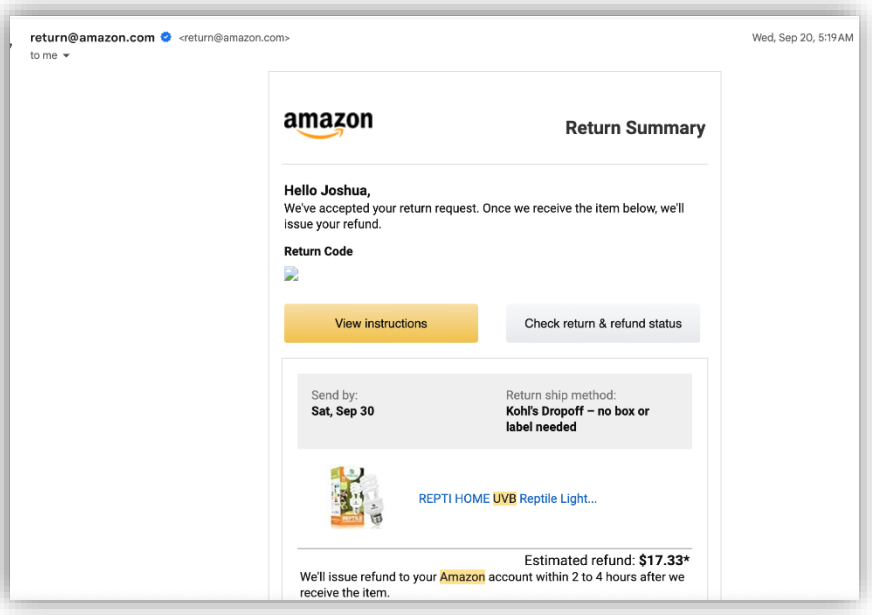
Billing address
Anais Soto Lopez
[redacted]
United States

Item(s) Subtotal:	$15.99
Shipping & Handling:	$0.00
Total before tax:	$15.99
Estimated tax to be collected:	$1.34
Grand Total:	**$17.33**

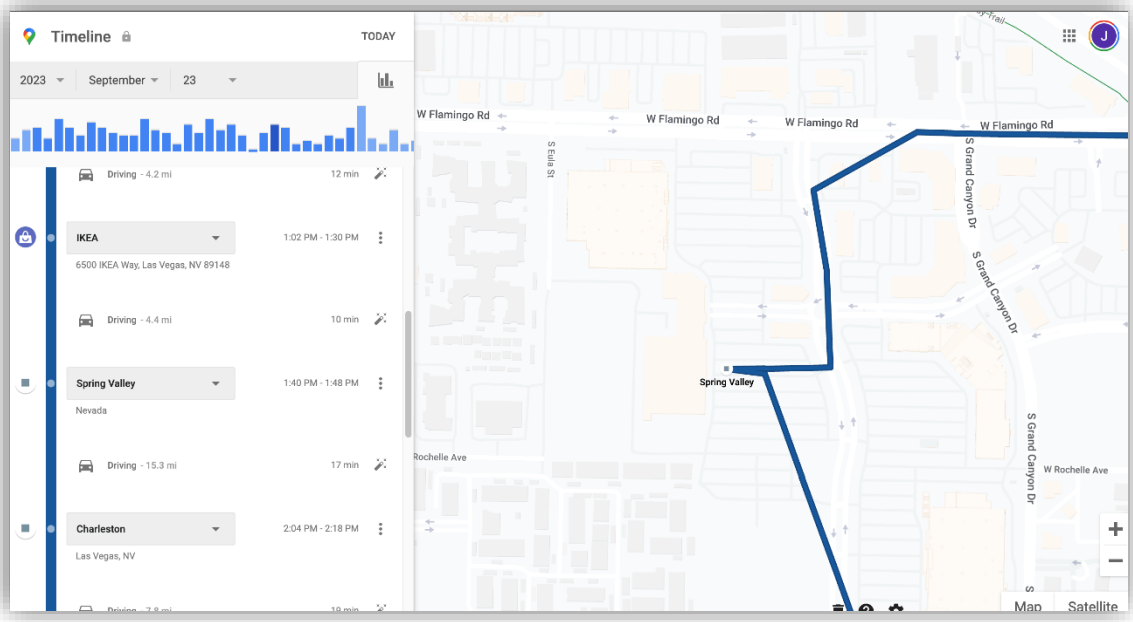
Credit Card transactions

Visa ending in [redacted] November 17, 2023: $17.33
Visa ending in [redacted] August 29, 2023: $17.33

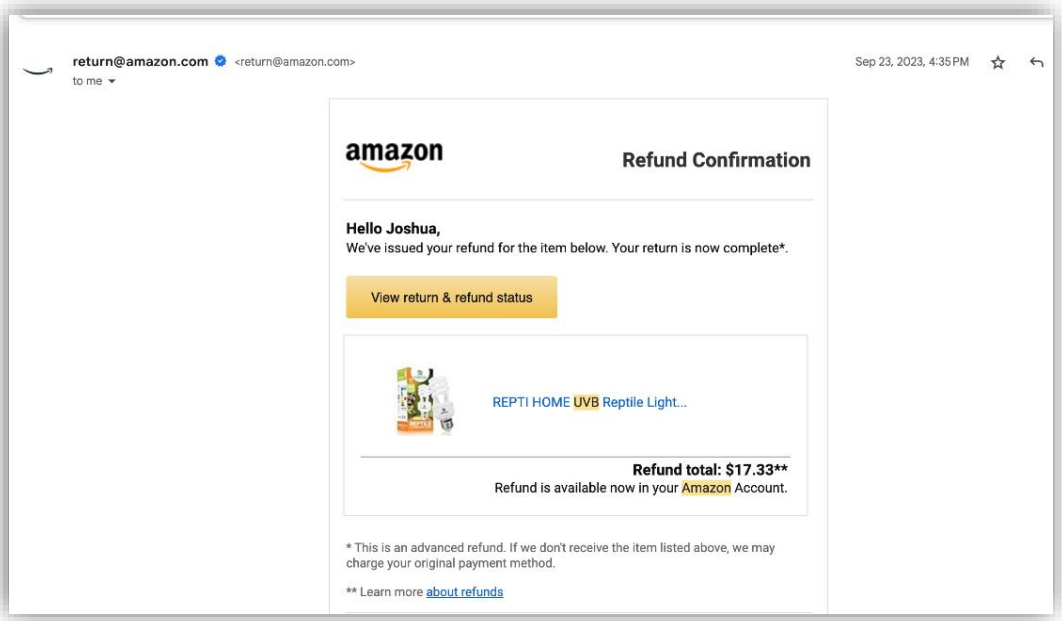
118. Mr. Soto Lopez requested a refund of the Reptile Light on September 20, 2023, and Amazon directed him to return the item to Kohl's by September 30, 2023.



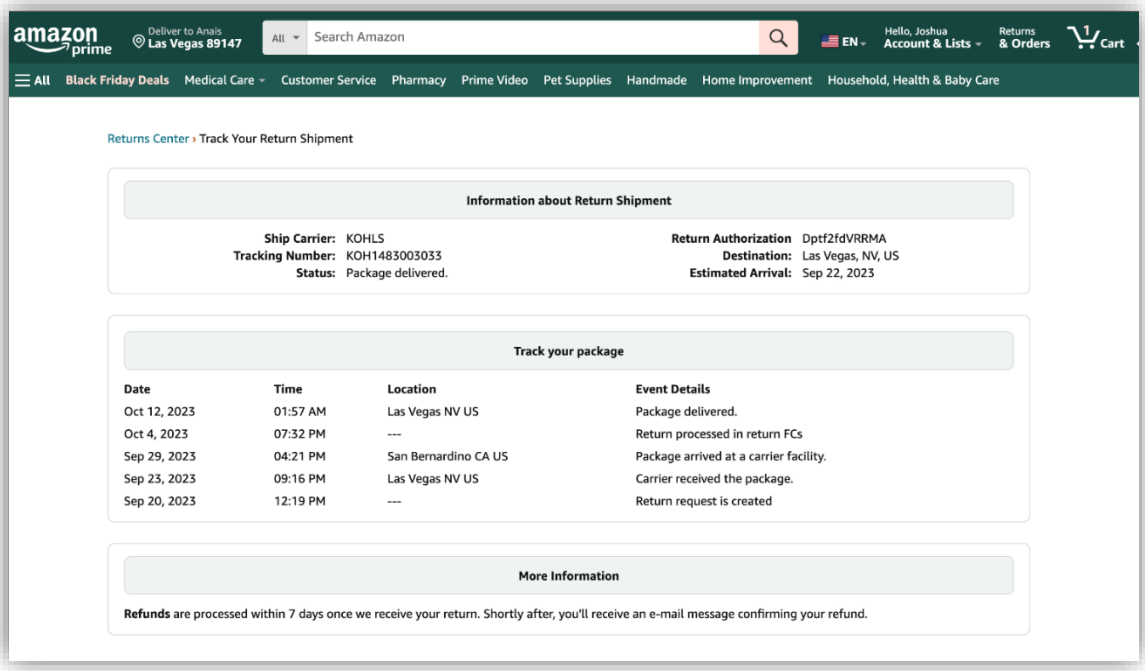
119. On September 23, 2023 at approximately 1:40 p.m. Pacific Time, Mr. Soto Lopez drove to Kohls Store #1391 at 4265 S Grand Canyon Drive, Las Vegas, Nevada 89147 to return the Reptile Light in new condition per Amazon's return instructions. Mr. Soto Lopez's trip to Kohl's is depicted below.



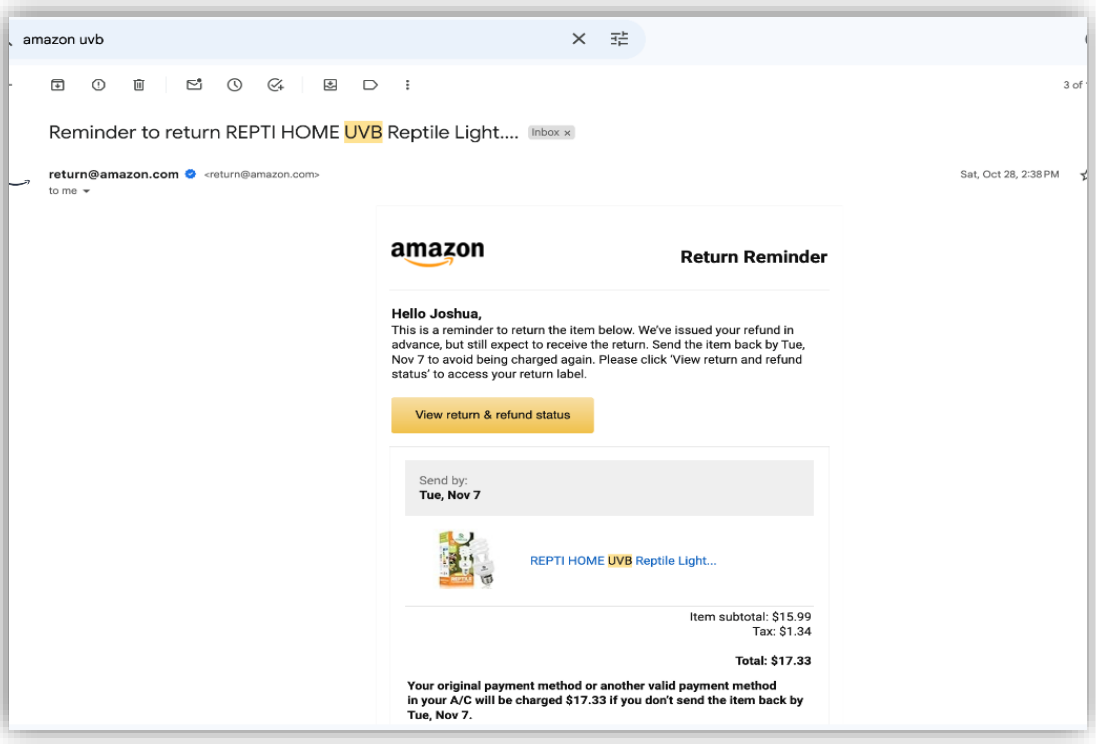
120. After Mr. Soto Lopez dropped the Reptile Light off at Kohl's, Amazon refunded the $17.33 to his gift card balance. He also received an email from Amazon confirming his refund.



121. Amazon's records show that the Reptile Light was delivered on October 12, 2023.



122. Yet Mr. Soto Lopez received an email from Amazon on October 28, 2023, reminding him to return the Reptile Light, despite Amazon receiving his return two weeks earlier. Amazon nonetheless advised Mr. Soto Lopez that he needed to return the Reptile Light by November 7 "to avoid being charged again."



123. On November 1, 2023, Mr. Soto Lopez spoke with an online Amazon representative, who blamed Amazon's $17.33 charge for the Reptile Light on an internal error caused by Amazon's Fulfillment Center not updating the status of the item as returned. The Amazon representative assured Mr. Soto Lopez that the issue had resolved and stated he "won't be charged for the item again," as the following conversation reflects:

AMZN: I'm sorry for the inconvenience you've experienced in this case.

We certainly did not expect this to happen.

Thank you for letting us know.

Let me check this for you.

SL: Thank you!

AMZN: I'm sorry to hear that you've received such an E-mail stating to return the item which been [sic] done already.

Upon checking, I see that the status of the item not been updated in the fulfillment center as returned due to an error.

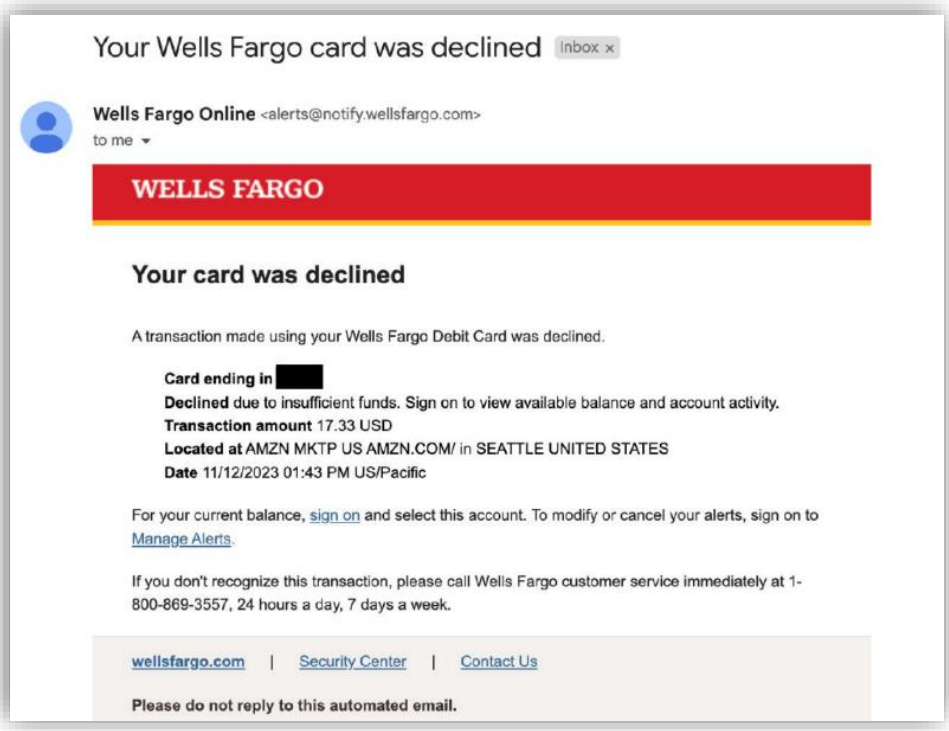
That is why you've received such an E-mail stating the return of the item. I apologize for the same on behalf of the Fulfillment center.

I've taken care of the situation and updated the details on the item as received, from my end as you're a valuable customer.

I've fixed this for you. You won't be charged for the item again.

(Emphasis added).

124. But Amazon's reassurances to Mr. Soto Lopez were false. On November 12, 2023, 50 days after Mr. Soto Lopez returned the Reptile Light, Amazon attempted to recharge him the $17.33 on Wells Fargo Visa Debit card. However, the transaction was declined due to insufficient funds.



Your Wells Fargo card was declined Inbox ×

Wells Fargo Online <alerts@notify.wellsfargo.com>
to me

WELLS FARGO

Your card was declined

A transaction made using your Wells Fargo Debit Card was declined.

Card ending in [redacted]
Declined due to insufficient funds. Sign on to view available balance and account activity.
Transaction amount 17.33 USD
Located at AMZN MKTP US AMZN.COM/ in SEATTLE UNITED STATES
Date 11/12/2023 01:43 PM US/Pacific

For your current balance, sign on and select this account. To modify or cancel your alerts, sign on to Manage Alerts.

If you don't recognize this transaction, please call Wells Fargo customer service immediately at 1-800-869-3557, 24 hours a day, 7 days a week.

wellsfargo.com | Security Center | Contact Us

Please do not reply to this automated email.

125. Mr. Soto Lopez immediately reached out to Amazon again to try to resolve this issue, as shown by the following conversation:

AMZN: Welcome to Amazon Customer Service. My name is Soniya. I am here to help you. Hope you and your family is [sic] doing great.
Hello Joshua.

SL: Hi I chatted with an associate about this return on November 1st. I returned this item and was told I'd be charged because they haven't received it. The last agent reassured me it was an error on the fulfillment center and I wouldn't be charged. A charge for this amount was attempted just now. I need to sort this out before I contact legal assistance for deceptive practices.
I have screenshots of the previous conversation available as well.

AMZN: I am sorry for the inconvenience caused to you thus far.
Pl know how much of trouble it must be to you.
We certainly did not expect this to happen.
No worries, I will help you with this.
Please allow me 2 minutes to check this for you.

SL: ok

AMZN: Thank you for waiting.
I am still checking on this for you, please allow me more minutes.

SL: ok

AMZN: Thank you for waiting patiently.
I can see that you have been charged again for this product this might be the mistake from the carrier end so firstly I really apologize for this mistake and I can right away help you with the refund of this charge, shall I proceed?

SL: Yes.

This wasn't supposed to happen as affirmed by the last representative I spoke to.

How may this be a carrier mistake if the last representative affirmed me I wouldn't be charged?

AMZN: I do understand your concern.

I'm going to make a detailed note of this conversation on your account, confirming all the points and concern you have share, I will capture all details for future reference.

So, this will be highlighted to the concern team.

So, that this will not happen again.

Please rest assured.

Please stay connected while I process this for you.

SL: ok

AMZN: Thank you for waiting.

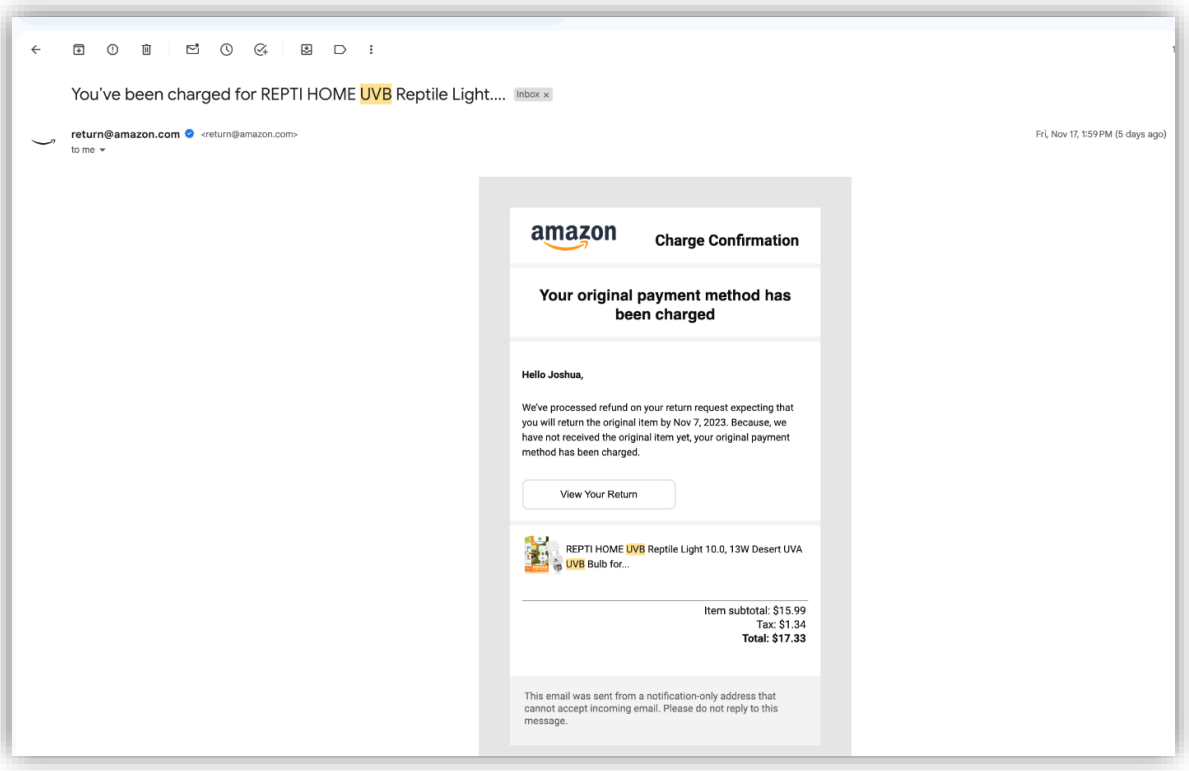
Joshua, as a person, I do understand how much of trouble it is contacting us for the same thing, please do not worry, I have taken care of this.

I have successfully initiated your refund back to your card, you should see it within 3-5 business days.

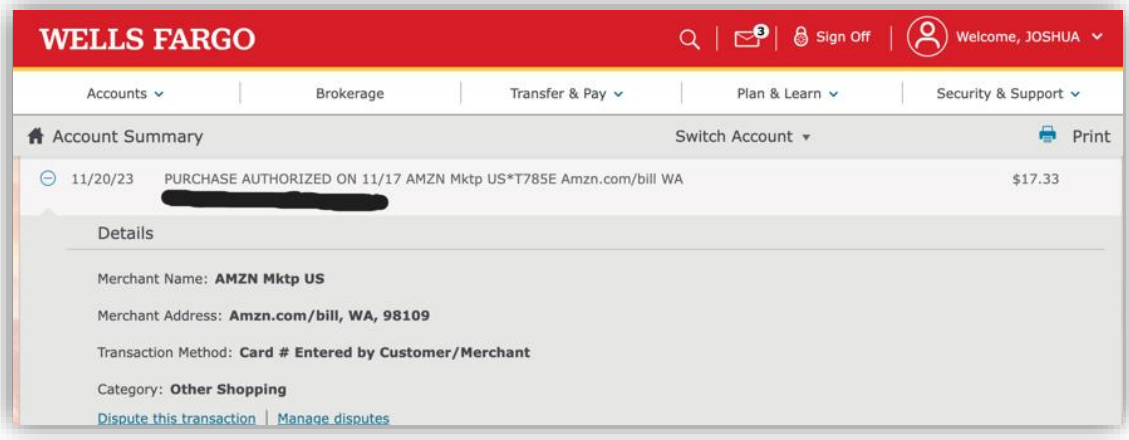
It was my pleasure assisting you, anything else for today?

(Emphasis added).

126. Amazon's representations to Mr. Soto Lopez were again false because on November 17, 2023, Amazon sent him an email advising the company recharged him the $17.33 for failing to return the Reptile Light.



127. Mr. Soto Lopez's Wells Fargo account similarly reflects Amazon's $17.33 recharge.



128. As of the date of this filing, Amazon had not reverted the $17.33 charge to Mr. Soto Lopez for the Reptile Light he timely returned.

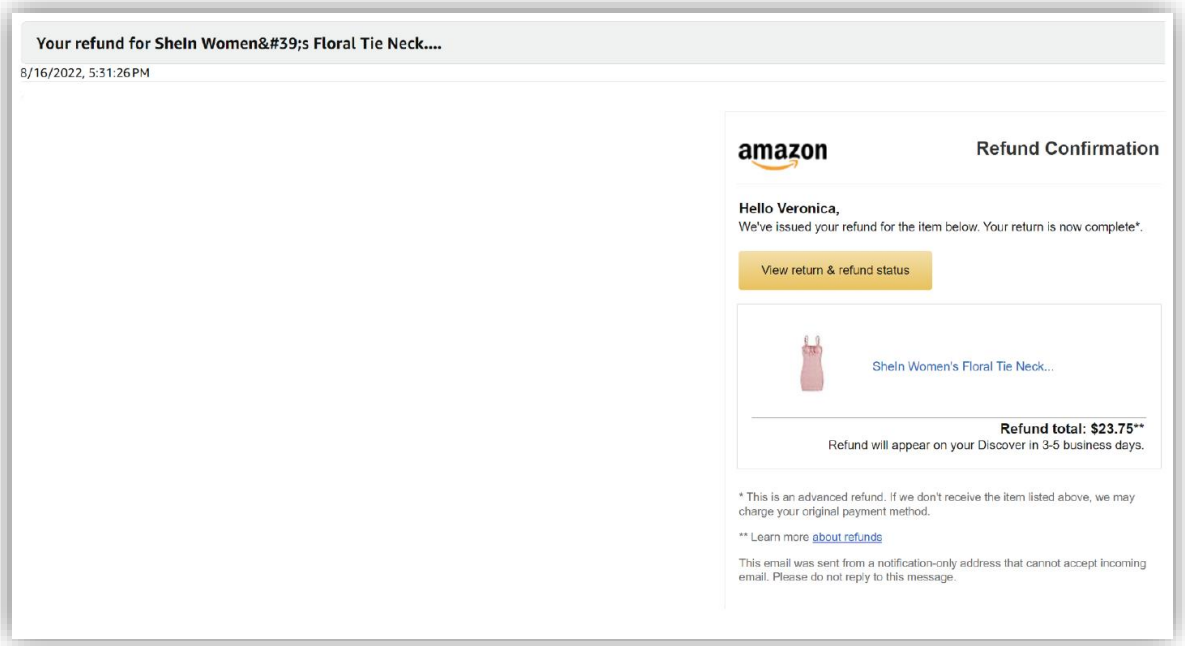
129. Amazon has knowingly and willfully retained $17.33 from Mr. Soto Lopez for approximately one-and-a-half years.

H. Plaintiff Urbancic's experiences with Amazon.com returns

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

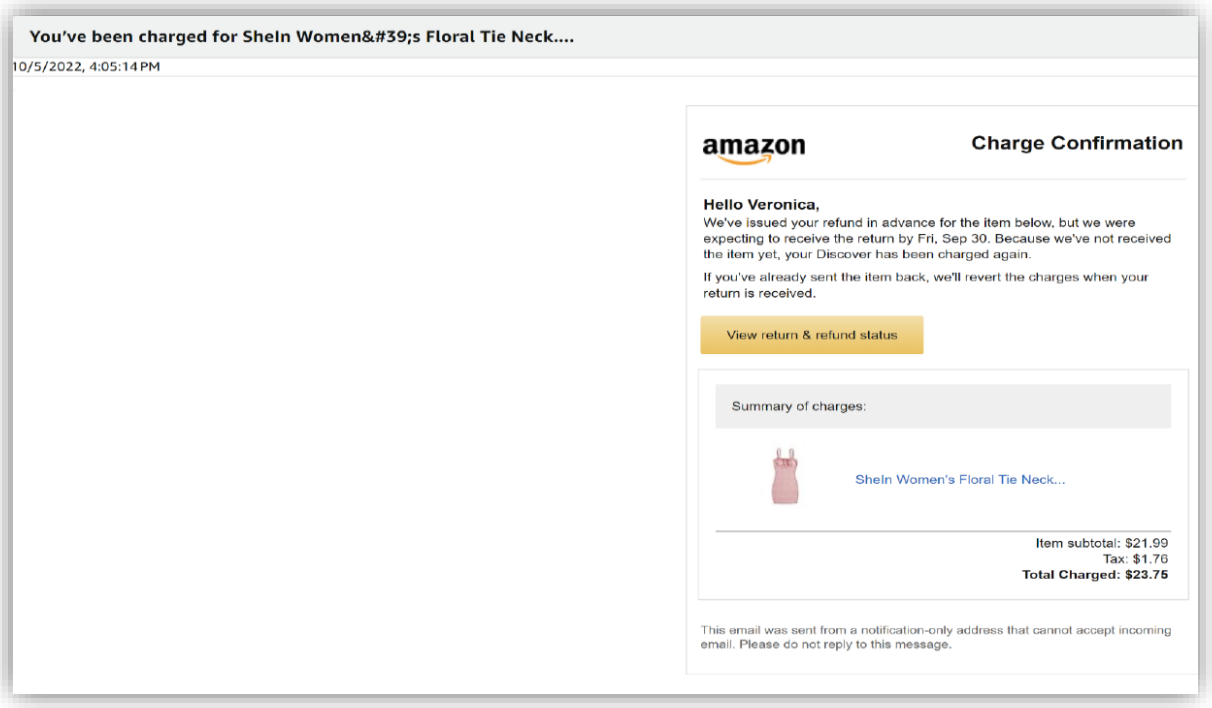
131. On August 13, 2022, Ms. Urbancic requested a return, and Amazon generated a QR code and instructions to drop off the item at a local UPS Store by September 3, 2022.

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



133. On October 5, 2022, 50 days after Amazon provided Ms. Urbancic a refund, Amazon emailed Ms. Urbancic a "Charge Confirmation" advising that it charged her Discover credit card again for $23.75 because Amazon had not received the dress she returned. Amazon

stated that, "[i]f you've already sent the item back, we'll revert the charges when your return is received."

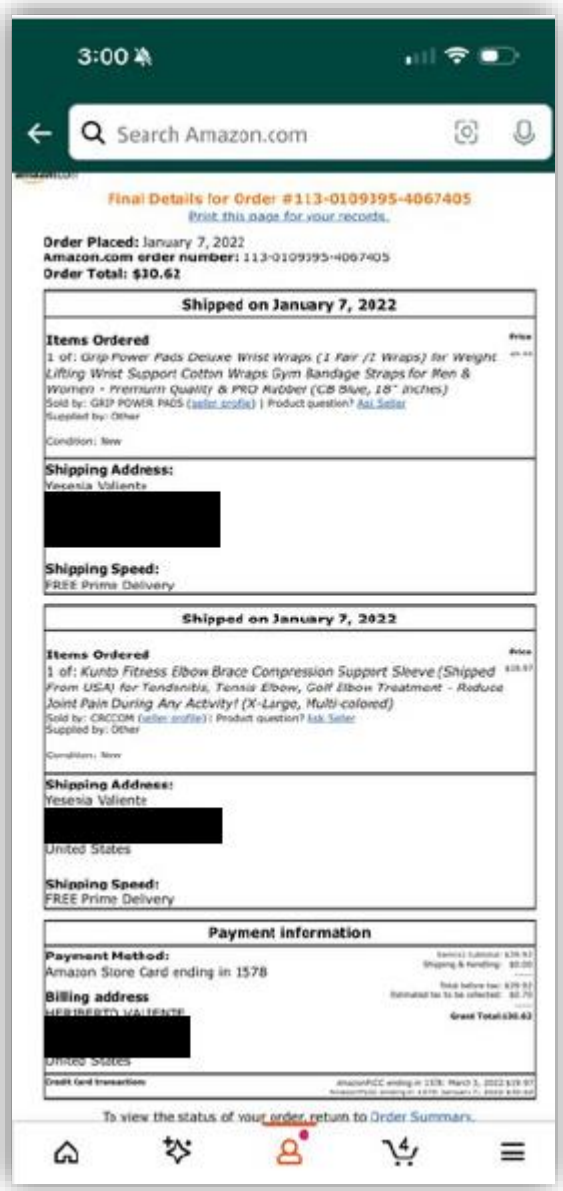


134. As of the date of this filing, Amazon has not "revert[ed] the charges" to Ms. Urbancic for the new dress that she timely returned.

135. Amazon has knowingly and willfully retained $23.75 from Ms. Urbancic for approximately two-and-a-half years.

I. Plaintiff Valiente's experience with his Amazon.com return

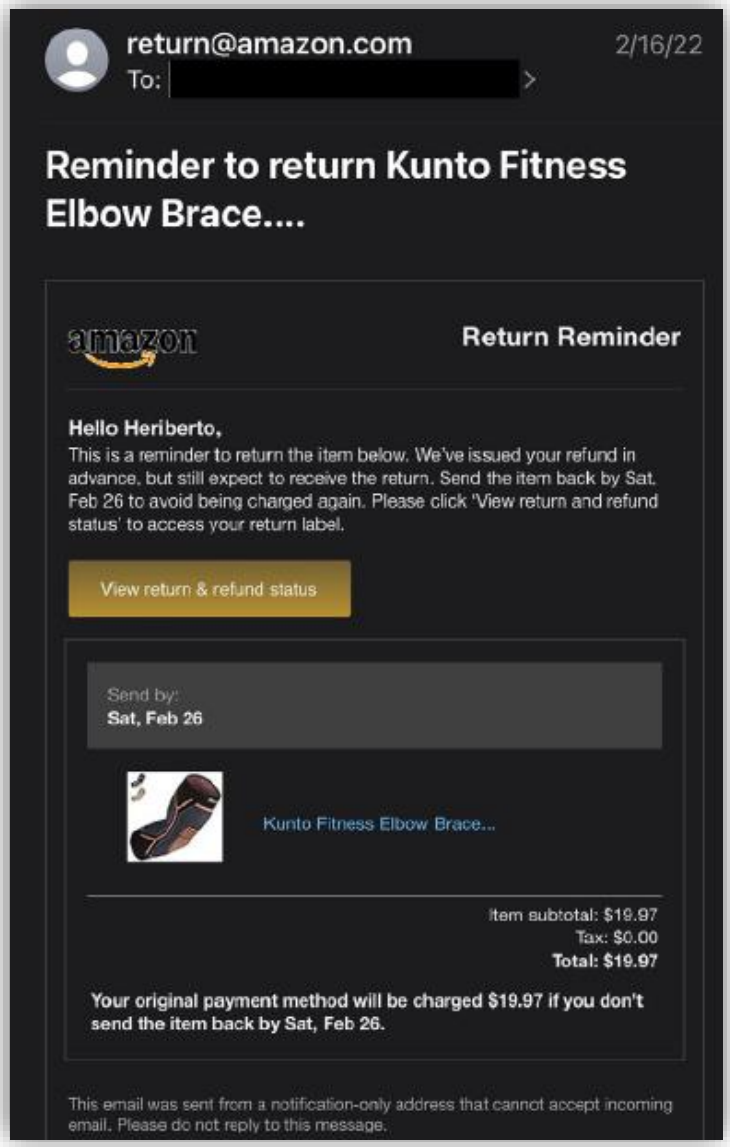
136. On January 7, 2022, Plaintiff Heriberto Valiente paid $19.17 with an Amazon store card to purchase a Kunto Fitness Elbow Brace Support Sleeve ("Elbow Brace") as part of Order Number 113-0109395-4067405.



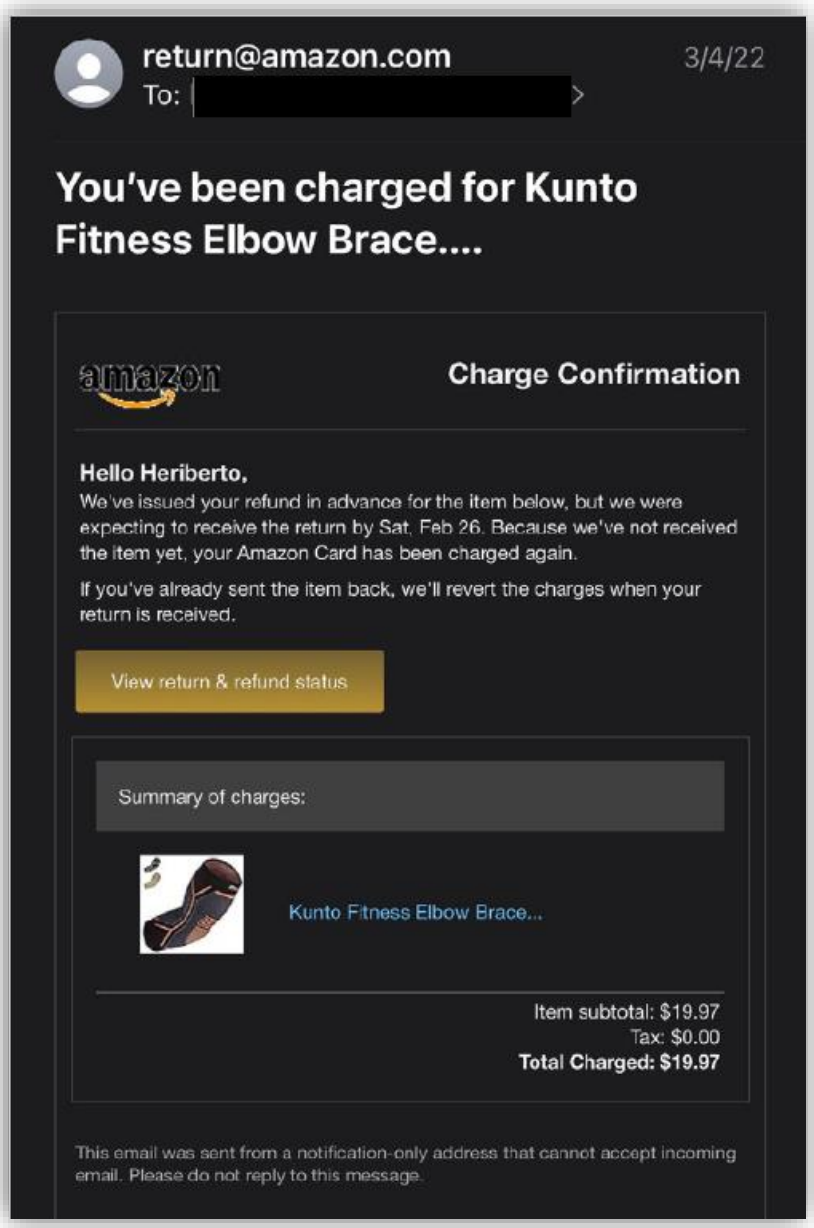
137. Mr. Valiente timely returned the Elbow Brace by dropping the item off at a UPS Store. Amazon subsequently emailed Mr. Valiente a "Refund Confirmation" email on January 12, 2022 advising him that the company issued a refund for the Elbow Brace and his return was "complete."

138. Amazon sent Mr. Valiente a second "Refund Confirmation" email on February 8, 2022, expressly stating Amazon "***received the item*** below and have issued your refund. Thank you for sending the item back. ***Your return is now complete***." (Emphasis added.)

139. Yet Amazon emailed Mr. Valiente on February 16, 2022, to advise him that the company had not received the Elbow Brace and to return the item back by February 26, 2022, despite Amazon emailing Mr. Valiente the week before that the company had received the returned item.



140. On March 4, 2022, 51 days after Amazon provided Mr. Valiente a refund, Amazon emailed him a "Charge Confirmation" advising that Amazon had not received the Elbow Brace and stating that, "[i]f you've already sent the item back, we'll revert the charges when your return is received."



141. As of the date of this filing, Amazon has not "revert[ed] the charges" to Mr. Valiente for the Elbow Brace that he timely returned.

142. Amazon has knowingly and willfully retained $19.17 from Mr. Valiente for approximately three years.

K. Plaintiff K. Vojtko's experience with her Amazon.com returns

143. Plaintiff Katherine Vojtko placed an order for a set of gift boxes, pull bows, and tissue paper on December 10, 2017, for a purchase price of $20.99 which was charged to her credit card. Ms. Vojtko received the shipped item at her residence, but it was damaged and in unusable condition.

144. Shortly thereafter, Ms. Vojtko called Amazon customer service to complain about the condition of the item and the Amazon representative told her to discard the item and that Amazon would issue her a full refund which they did.

145. However, on February 5, 2018, Amazon emailed Ms. Vojtko to inform her that Amazon was re-charging her because she had failed to return the item by January 31, 2018, contradicting the customer service representative's instructions to discard the item.

146. As of the date of this filing, Amazon has not reversed the $20.99 re-charge.

147. Amazon has knowingly and willfully retained $20.99 from Ms. Vojtko for seven-and-a-half years.

148. Ms. Vojtko placed order #112-9851340-0607446 for several items on November 29, 2021, including PASRLD Cabinet Shelf Organizers Expandable Shelf Organizers 14.1 to 23.6 Inch Metal Plate Stackable Shelves for $22.39 plus tax.

149. She requested to return the Organizers and then timely sent them back to Amazon.

150. Amazon never issued Ms. Vojtko a refund of the $23.73 that was due to her.

151. Amazon has knowingly and willfully withheld a $23.73 refund from Ms. Vojtko for three-and-a-half years.

152. Ms. Vojtko also placed order #113-1667916-5961849 for several items on May 23, 2023. Following receipt of the items, she requested a return for several of those items: a PRETTYGARDEN Women's Basic Crewneck Belted Office Dress Solid Color Short Sleeve Party Slim Dress for $29.74, a TEMOFON Women's Dresses Summer Floral Geometric Pattern

Short Sleeve Midi V-Neck Casual Dress with Belt White for $33.98, and a PRETTYGARDEN Women's Summer Short Sleeve Crewneck Striped Dress Basic Solid Tie Waist Office T Shirt Dresses Pockets Grey Blue for $29.74.

153. Ms. Vojtko timely shipped the clothing items back to Amazon.

154. However, despite Amazon's system showing a refund was issued, Amazon did not issue Ms. Vojtko a refund of the $93.46 owed to her.

155. Amazon has knowingly and willfully withheld a $93.46 refund from Ms. Vojtko for over two years.

K. Plaintiff V. Vojtko's experience with his Amazon.com returns

156. On August 18, 2023, Plaintiff Vince Vojtko used his Visa credit card to order $43.62 worth of items from Amazon.com on August 18, 2023 under Order Number 113-0337625-1158659, including a "Hood Lock Car Universal Bonnet Cover Lock Key Pin Kit Security Lock Pin Locking Hood Kit Latch (Black)" ("Hood Lock") that he purchased for $18.99 and a Qiilu Hood Lock Pin Kit Universal Aluminum Hood Bonnet Pins Lock Clip Hood Pin Latch Lock Kit for Racing Car ("Qiilu Lock") that he purchased for $9.24.

amazon.com

Final Details for Order #113-0337625-1158659

Print this page for your records.

Order Placed: August 18, 2023
Amazon.com order number: 113-0337625-1158659
Order Total: $43.62

Shipped on August 19, 2023

Items Ordered	**Price**
1 of: *Qiilu Hood Lock Pin Kit Universal Aluminum Hood Bonnet Pins Lock Clip Kit Hood Pin Latch Lock Kit for Racing Car* Sold by: Yeepin (seller profile) | Product question? Ask Seller Supplied by: Yeepin (seller profile) Condition: New	$9.24

Shipping Address:
Vince Vojtko
[redacted]
United States

Shipping Speed:
FREE Prime Delivery

Shipped on August 19, 2023

Items Ordered	**Price**
1 of: *Hood Lock Car Universal Bonnet Cover Lock Key Pin Kit Security Lock Pin Locking Hood Kit Latch(Black)* Sold by: Codalo-US (seller profile) Supplied by: Codalo-US (seller profile) Condition: New	$18.99

Shipping Address:
Vince Vojtko
[redacted]
United States

Shipping Speed:
FREE Prime Delivery

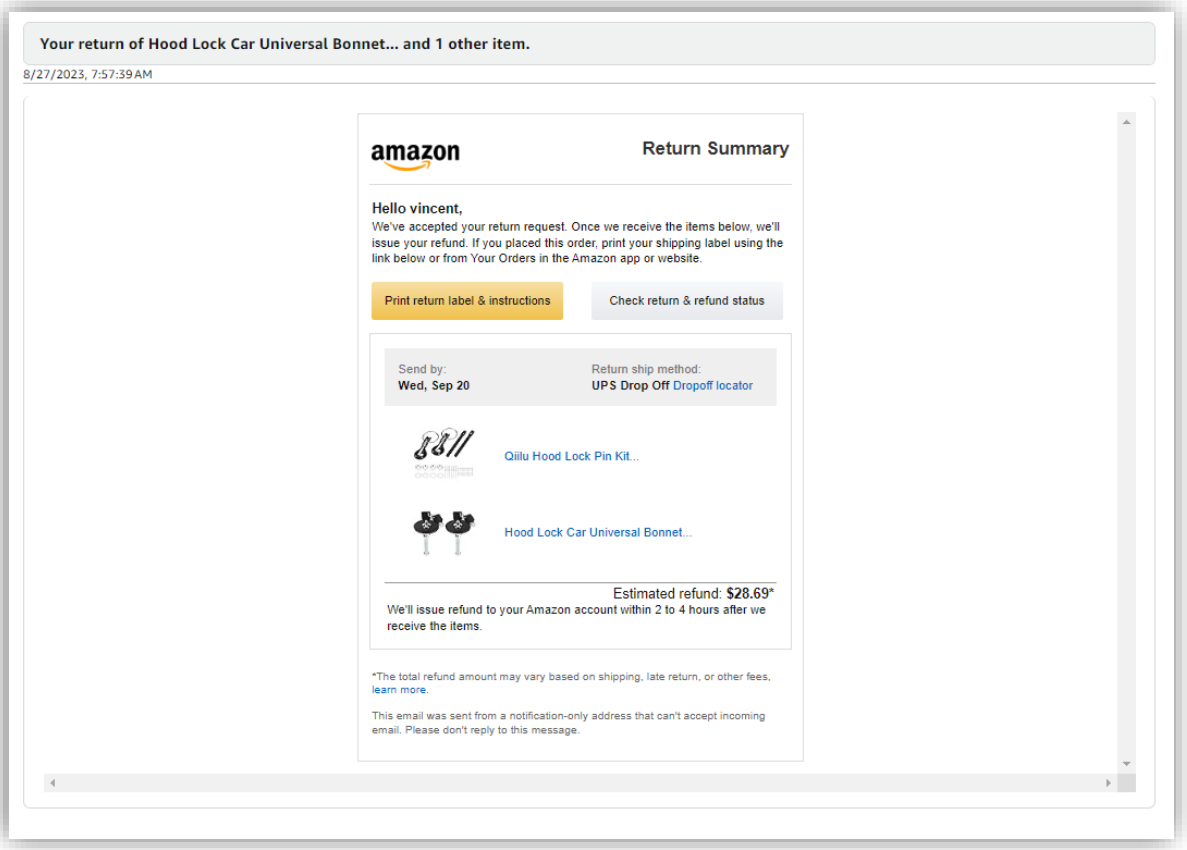
157. The items were shipped on August 19, 2023, and subsequently delivered to Mr. Vojtko's residence.

158. Amazon charged Mr. Vojtko the full purchase price for Order Number 113-0337625-1158659 to his Visa on August 19, 2023.

08/19	08/19	2469216772XBBN275	AMZN Mktp US*TQ5080G12 Amzn.com/bill WA	43.62

159. On August 27, 2023, Mr. Vojtko requested a return of the Hood Lock and the Qiilu Lock, and Amazon sent Mr. Vojtko a Return Summary email with instructions to drop off the items through a UPS Drop Off by September 20, 2023.

160. Mr. Vojtko timely dropped-off the unopened Hood Lock and Qiilu Lock in original condition at CVS, a UPS Access Point Drop Off location, on August 27, 2023. He returned the Hood Lock and Qiilu Lock together in the same package, and CVS texted him a receipt of his return, along with tracking information under UPS tracking number 1Z84187Y9001268265.



Your return of Hood Lock Car Universal Bonnet... and 1 other item.

8/27/2023, 7:57:39 AM

amazon

Return Summary

Hello vincent,

We've accepted your return request. Once we receive the items below, we'll issue your refund. If you placed this order, print your shipping label using the link below or from Your Orders in the Amazon app or website.

Print return label & instructions

Check return & refund status

Send by:
Wed, Sep 20

Return ship method:
UPS Drop Off Dropoff locator

Qiilu Hood Lock Pin Kit...

Hood Lock Car Universal Bonnet...

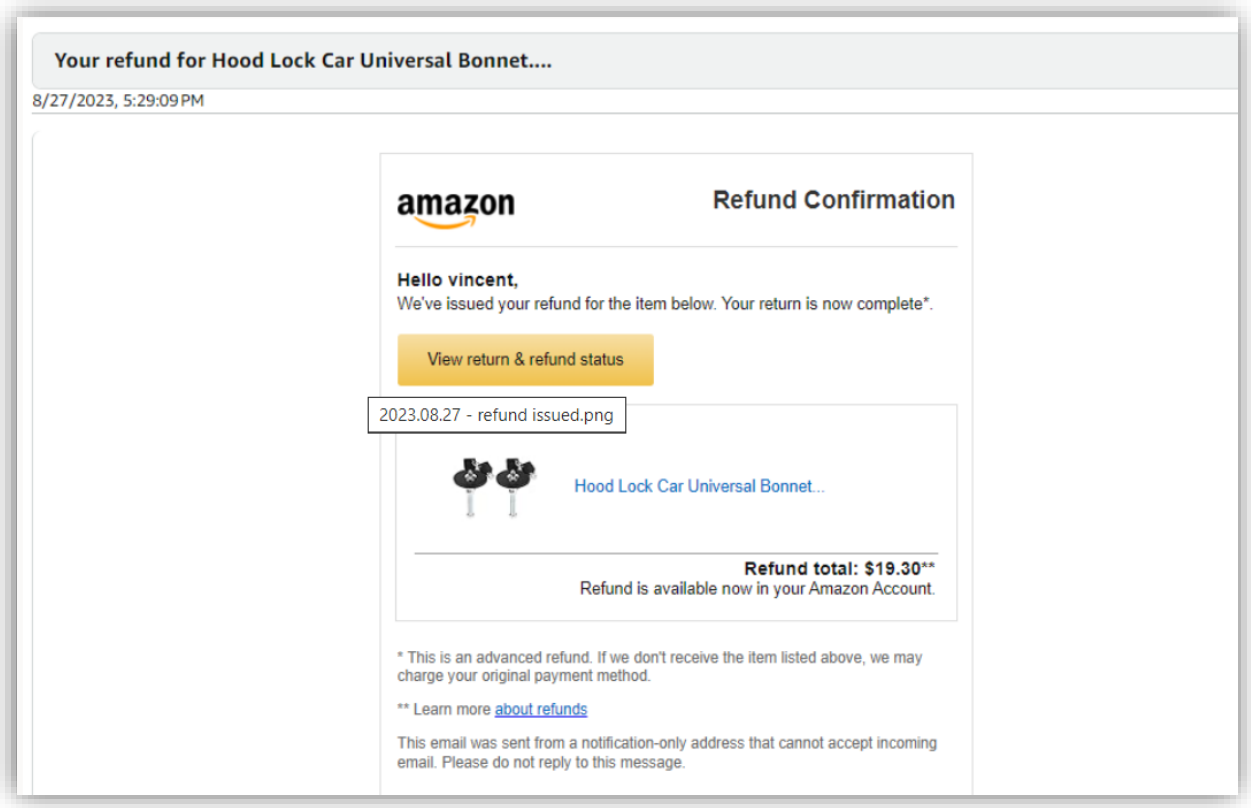
Estimated refund: $28.69*

We'll issue refund to your Amazon account within 2 to 4 hours after we receive the items.

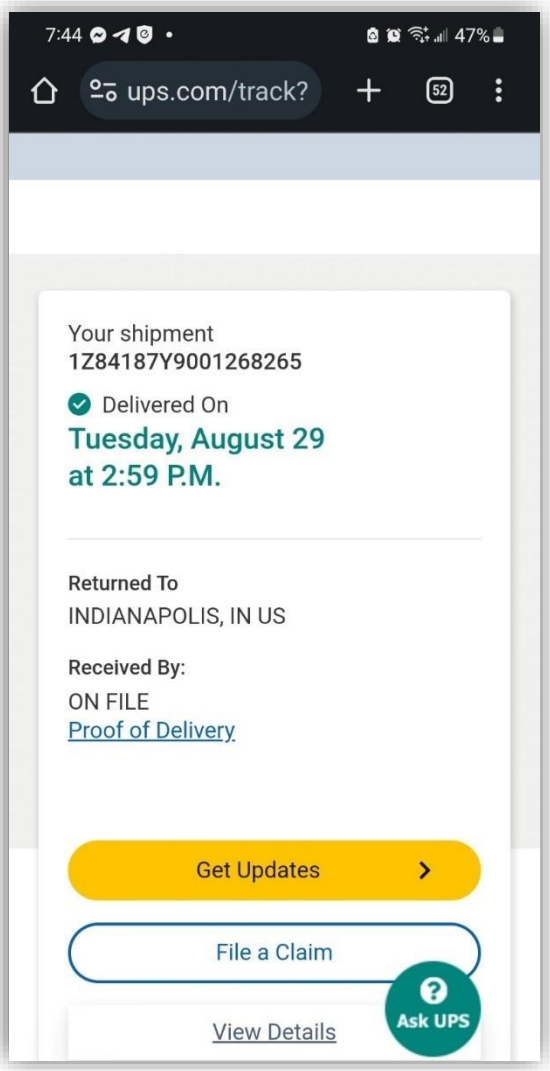
*The total refund amount may vary based on shipping, late return, or other fees, learn more.

This email was sent from a notification-only address that can't accept incoming email. Please don't reply to this message.

161. Mr. Vojtko received a Refund Confirmation email later that day from Amazon stating that Amazon issued refunds for both the Hood Lock and the Qiilu Lock and that the return was "now complete."



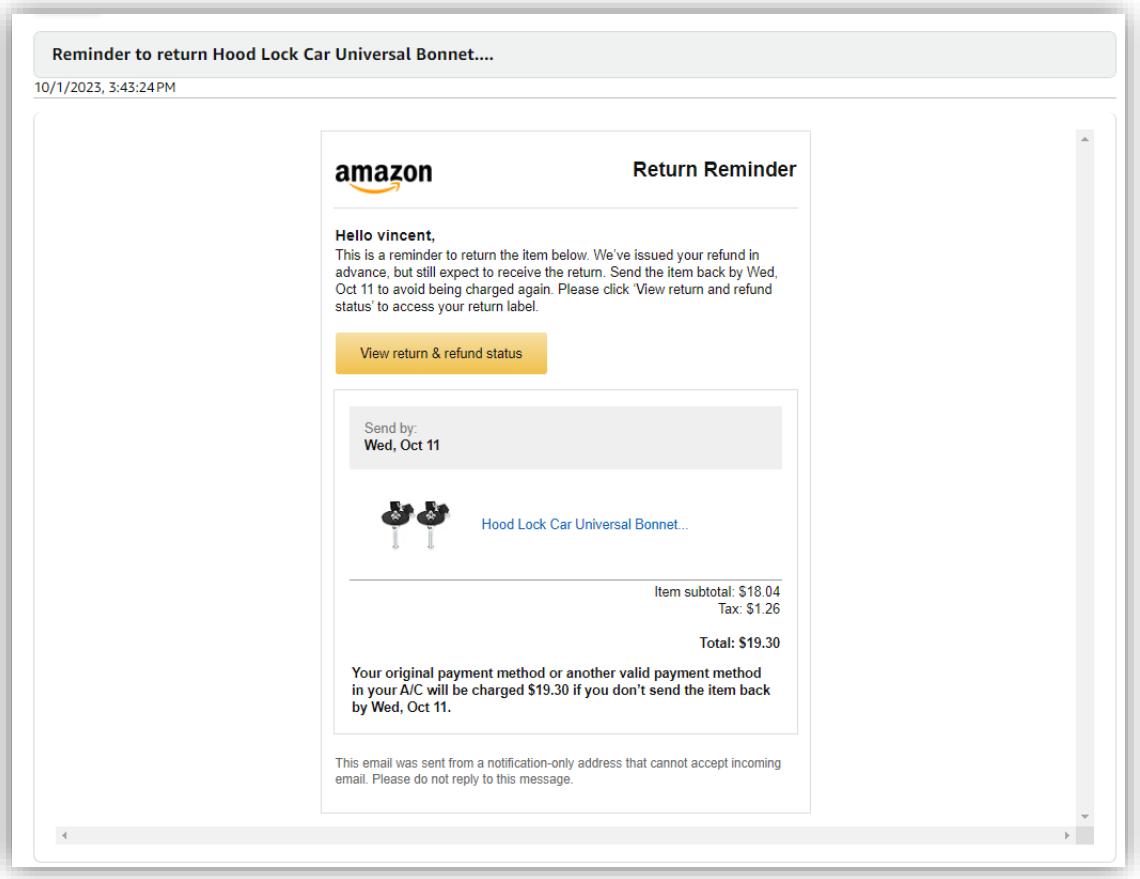
162. That same day, Amazon added $19.30 to Mr. Vojtko's Amazon Gift Card balance.



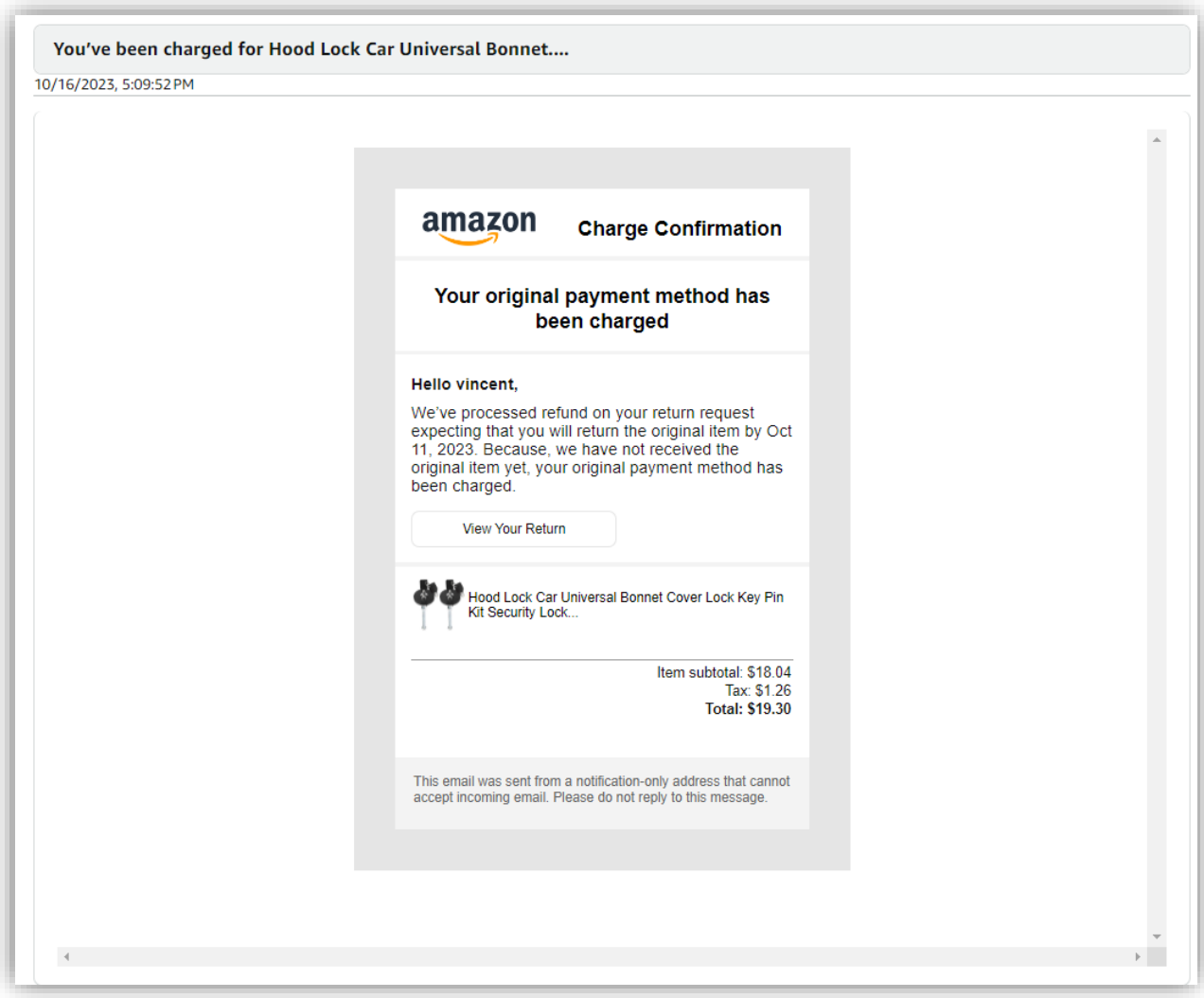
163. UPS's records confirmed that Mr. Vojtko's return, identified as UPS Tracking number 1Z84187Y9001268265, was delivered to Amazon on August 29, 2023.

164. Unbeknownst to Mr. Vojtko, Amazon's return processes incorrectly identified the items contained in his return. When it processed his return, Amazon erroneously determined that Mr. Vojtko only returned one hood lock. However, Amazon recorded the package weight was 1.3 pounds (20.8 ounces). One hood lock weighs 7.7 ounces and the other weighs 12.8 ounces, together 20.5 ounces.

165. On October 1, 2023, Mr. Vojtko received a "Return Reminder" email from Amazon stating that Amazon had not received the Hood Lock he returned and that he would have to send the item "back by Wed. Oct 11" to avoid getting charged again.



166. On October 16, 2023, 50 days after Amazon provided Mr. Vojtko a refund, Amazon emailed Mr. Vojtko a "Charge Confirmation" advising that it charged his Visa credit card again for $19.30 because Amazon had not received the Hood Lock he already returned.



167. Amazon also recharged Mr. Vojtko's VISA credit card on October 16, 2023, for $19.30.



168. Mr. Vojtko chatted with an Amazon representative online on October 17, 2023, to discuss Amazon's decision to recharge him for the previously returned Hood Lock. This Amazon representative advised Mr. Vojtko that Amazon "received the item," Amazon would not charge him for it, and $19.30 was added to his Amazon Gift Card balance:

AMZN: Hi! It's Amazon's messaging assistant again.

So, how can I help?

8:04 AM

VOJTKO: An item I returned is stating it has not been returned. Delivery records show received.

8:05 AM

AMZN: Messaging Assistant | Customer Service

I found some information from one of our Amazon Help pages that may be able to help.

If an item purchased on Amazon.com is returnable, you're eligible to initiate a return request in Your Orders.

To get a refund or a replacement for a damaged, defective, or broken item, go to: Your Orders Non-returnable Items: Hazardous Material Items classified as hazardous materials Items that use flammable liquids or gases Note: Contact the manufacturer directly for service, Warranty, return, and refund information...

To learn more, check out our Items that You Can't Return help page.

Did that answer your question?

8:05 AM

VOJTKO: No, need more help

8:05 AM

AMZN: Messaging Assistant | Customer Service

Can you tell me a little more about what happened?

8:05 AM

VOJTKO: My return has not been processed

Hood Lock Car Universal Bonnet Cover Lock Key Pin Kit Security Lock Pin Locking Hood Kit Latch(Black)

8:05 AM

AMZN: Messaging Assistant | Customer Service

Ok, let's look into this. Most often, the charge is a recent purchase.

Let's get you to the Your Transactions page, where you can find out what this charge is for.

8:05 AM

VOJTKO: Review recent charges

8:06 AM

AMZN: Messaging Assistant | Customer Service

Were you able to find the charge?

8:06 AM

VOJTKO: No

8:06 AM

AMZN: Messaging Assistant | Customer Service

No problem, I'll get someone to help with that.

You can go to the Customer Service hub, where you can fix most issues or search help pages.

You can also start over and we'll continue helping you there. Just so you know, you may answer the same questions again.

If you need more help, you can chat with an associate or request a phone call. What would you like to do?

8:06 AM

VOJTKO: Chat with an associate now

8:06 AM

AMZN: Messaging Assistant | Customer Service

If you have details you think would help the associate, type them here.

An associate will join the chat.

8:06 AM

AMZN: Harikrishnan has joined and will be ready to chat in just a minute.

Harikrishnan | Customer Service

Hello, my name is Harikrishnan, I'm here to help you today.

Hope you are doing well!

8:07 AM

VOJTKO: so far

an item i returned and shows received is stating it hasnt been returned.

8:07 AM

AMZN: Harikrishnan | Customer Service

Sorry to hear that.

Please don't worry

Let me check this for you.

We've received the item. You won't be charged for it and we won't send messages asking you to return it. You can ignore the message we sent previously.

Sounds good?

8:08 AM

VOJTKO: to confirm, this regards. 113-0337625-1158659

8:08 AM

AMZN: Harikrishnan | Customer Service

Yes

Hood Lock Car Universal Bonnet Cover Lock Key Pin Kit Security Lock Pin Locking Hood Kit Latch(Black)

8:09 AM

VOJTKO: with returned confirmation date - 8/29/23

8:09 AM

AMZN: Harikrishnan | Customer Service

If you have charged again, we'll help you with refund.

8:09 AM

VOJTKO: it was refund to gift card.

8:09 AM

AMZN: Harikrishnan | Customer Service

Yes

$19.30 USD added to your Amazon Gift Card balance

8:10 AM

VOJTKO: will this balance remain unchanged?

8:10 AM

AMZN: Harikrishnan | Customer Service

Yes

Your gift card balance: $56.49

8:10 AM

VOJTKO: ok

8:11 AM

AMZN: Harikrishnan | Customer Service

Thanks for your understanding and patience.

Is there anything else I can assist you with today?

8:11 AM

VOJTKO: nothing at this time

8:11 AM

AMZN: Harikrishnan | Customer Service

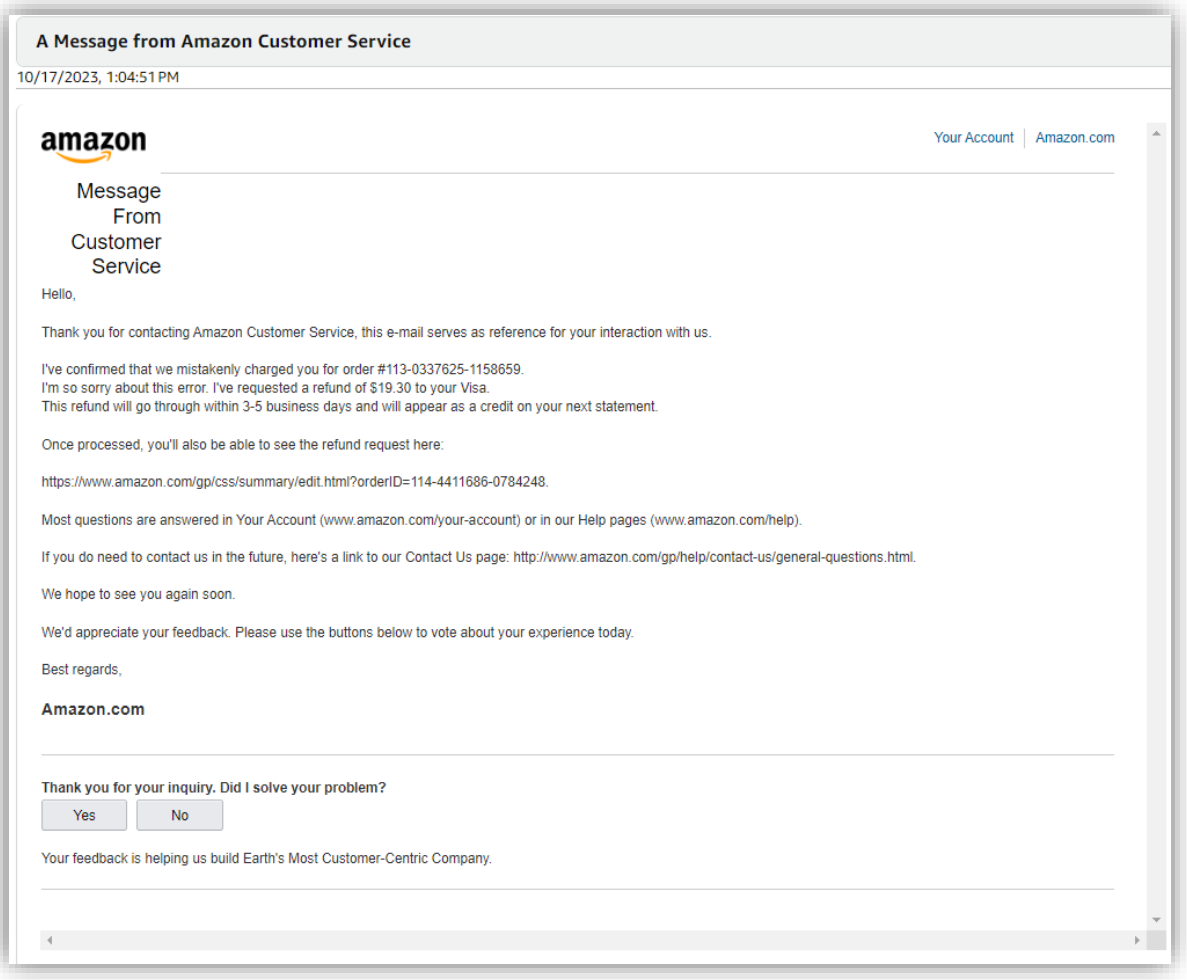
It was my pleasure assisting you. Thanks for contacting Amazon

Have a great rest of the day! Stay safe and take care!

8:11 AM

AMZN: Harikrishnan has left. Thanks for contacting Amazon!

169. Shortly after Mr. Vojtko's online chat with Amazon, Amazon's Customer Service Department sent Mr. Vojtko an email stating that Amazon "mistakenly charged" him for the Hood Lock and that a refund of $19.30 to Mr. Vojtko's Visa credit card had been requested.



A Message from Amazon Customer Service

10/17/2023, 1:04:51 PM

amazon

Your Account | Amazon.com

Message From Customer Service

Hello,

Thank you for contacting Amazon Customer Service, this e-mail serves as reference for your interaction with us.

I've confirmed that we mistakenly charged you for order #113-0337625-1158659.
I'm so sorry about this error. I've requested a refund of $19.30 to your Visa.
This refund will go through within 3-5 business days and will appear as a credit on your next statement.

Once processed, you'll also be able to see the refund request here:

https://www.amazon.com/gp/css/summary/edit.html?orderID=114-4411686-0784248.

Most questions are answered in Your Account (www.amazon.com/your-account) or in our Help pages (www.amazon.com/help).

If you do need to contact us in the future, here's a link to our Contact Us page: http://www.amazon.com/gp/help/contact-us/general-questions.html.

We hope to see you again soon.

We'd appreciate your feedback. Please use the buttons below to vote about your experience today.

Best regards,

Amazon.com

Thank you for your inquiry. Did I solve your problem?

Yes No

Your feedback is helping us build Earth's Most Customer-Centric Company.

170. After Amazon failed to refund Mr. Vojtko the $19.30 as it repeatedly represented, Mr. Vojtko had the following online conversation with an Amazon representative on November 28, 2023:

AMZN: Messaging Assistant | Customer Service

Hi! It's Amazon's messaging assistant again.

So, how can I help?

3:56 PM

VOJTKO: REPRESENTATIVE

3:56 PM

AMZN: Messaging Assistant | Customer Service

Can you tell me a little more about what happened?

3:56 PM

VOJTKO: An item I ordered

Hood Lock Car Universal Bonnet Cover Lock Key Pin Kit Security Lock Pin Locking Hood Kit Latch(Black)

3:56 PM

AMZN: Messaging Assistant | Customer Service

Can I help with any of these options?

3:56 PM

VOJTKO: REPRESENTATIVE

3:57 PM

AMZN: Messaging Assistant | Customer Service

Can you tell me a little more about what happened?

3:57 PM

VOJTKO: I need more help

3:57 PM

AMZN: Messaging Assistant | Customer Service

You can go to the Customer Service hub, where you can fix most issues or search help pages.

You can also start over and we'll continue helping you there. Just so you know, you may answer the same questions again.

If you need more help, you can chat with an associate or request a phone call. What would you like to do?

3:57 PM

VOJTKO: Request a phone call

3:57 PM

AMZN: Messaging Assistant | Customer Service

Once we get your phone number, we'll give you a call.

3:57 PM

VOJTKO: OK, I'll enter my number

3:57 PM

AMZN: Messaging Assistant | Customer Service

Thanks for using Amazon!

3:57 PM

AMZN: Messaging Assistant has left. Thanks for contacting Amazon!

171. Mr. Vojtko then spoke with another Amazon representative, who confirmed that Amazon's $19.30 charge for the previously returned Hood Lock was in error.

172. However, as of the date of this filing, Amazon has not reverted the $19.30 charge to Mr. Vojtko for the Hood Lock he timely returned.

173. Amazon has knowingly and willfully retained $19.30 from Mr. Vojtko for approximately one-and-a-half years.

L. Plaintiff Walton-Williams's experience with her Amazon.com returns

174. On December 24, 2018, Ms. Walton-Williams placed order 113-1760160-6270637 for a pair of Fashare Womens Pointed Toe High Heels for $38.98.

175. She timely returned the high heels within the standard return window.

176. Ms. Walton-Williams did not receive a refund until May 16, 2025, when Amazon issued her a gift card for the amount of purchase.

177. Amazon held $38.98 of Ms. Walton-Williams's funds unlawfully for more than six years.

178. On February 12, 2019, Ms. Walton-Williams placed order 111-7457777-2360210 for a set of 4 Pilot Universal Wheel Covers for $44.36.

179. She paid for her order with a VISA card.

180. She timely returned the wheel covers within the standard return window.

181. Ms. Walton-Williams did not receive a refund until May 19, 2025, when Amazon issued her a gift card for the amount of purchase.

182. Amazon held $44.36 of Ms. Walton-Williams's funds unlawfully for more than six years.

183. On February 14, 2019, Ms. Walton-Williams placed order 113-04377771-3202643 for a Love Sweety Halloween Vintage Headband for $11.99.

184. When she paid for the item, she used a VISA for $8.31 and an Amazon Gift Card for $3.68.

185. She timely returned the headband within the standard return window.

186. Ms. Walton-Williams did not receive a refund until May 19, 2025, when Amazon issued her a gift card for the entire purchase amount.

187. Amazon held $11.99 of Ms. Walton-Williams's funds unlawfully for more than six years.

188. On March 1, 2019, Ms. Walton-Williams placed order 113-6904538-8006600 for two sets of Hisdern Floral Suspenders and Bow Tie sets and one AOER Twist two way radio earpiece for $46.87.

189. She timely returned one of the Hisdern Suspender and Bow Tie sets and the AOER Twist two way radio within the standard return window.

190. Ms. Walton-Williams did not receive a refund until May 16, 2025, when Amazon issued her a gift card for the amount of purchase.

191. Amazon held $27.88 of Ms. Walton-Williams's funds unlawfully for more than six years.

192. On May 5, 2020, Ms. Walton-Williams placed order number 114-2046278-0050602 for a Rose Gold Graduation Backdrop for $15.99.

193. She promptly returned the item by dropping it off at UPS and on June 2, 2020, and Amazon issued an advanced refund on the same day. On July 17, 2020, Amazon "retrocharged" her account for $15.99, asserting that they had not received her returned item.

194. As of the date of this filing, Amazon has not reverted the $15.99 charge to Ms. Walton-Williams for the Rose Gold Graduation Backdrop that she timely returned.

195. Amazon has knowingly and willfully retained $15.99 from Ms. Walton-Williams for approximately nearly five years.

196. On April 26, 2021, Ms. Walton-Williams placed order number 114-8776799-3805025 for an Abbie Home Wedding Bridal Bouquet in Champagne for $109.99 ($117.69 with tax).

197. She promptly returned the item by dropping it off at UPS and Amazon issued an advanced refund on the same day. On July 15, 2021, Amazon "retrocharged" her account for $117.69, asserting that the returned item had not been returned.

198. As of the date of this filing, Amazon has not reverted the $117.69 charge to Ms. Walton-Williams for the Bridal Bouquet she timely returned.

199. Amazon has knowingly and willfully retained $117.69 from Ms. Walton-Williams for nearly four years.

200. On June 20, 2022, Ms. Walton-Williams placed Amazon order number 113-1521921-7853854 for an Aro Lora Womens Champagne Dress for $45.80 ($49.01 with tax).

201. Ms. Walton-Williams followed Amazon's instructions and timely returned the dress and was provided an advance refund.

202. However, on August 18, 2022 Amazon "retrocharged" her $49.01, alleging she failed to return the item.

203. As of the date of this filing, Amazon has not reverted the $49.01 charge to Ms. Walton-Williams for the Aro Lora Womens Champagne Dress she timely returned.

204. Amazon has knowingly and willfully retained $49.01 from Ms. Walton-Williams for more than two and a half years.

205. On April 6, 2023, Dianne Walton-Williams placed Amazon order number 113-7302548-5405056 for a Cosybreeze [2-Pack] Mattress Bag totaling $23.53.

206. On April 26, 2023, Ms. Walton-Williams timely returned the item using the provided PackageLess UPS DropOff method and was issued an advanced refund. Amazon's own records show the item was "returned to sender."

207. Despite this, Amazon sent Ms. Walton-Williams a "Reminder to Return" email on May 31, 2023, and then "retrocharged" her on June 20, 2023, claiming the item had not been received by the deadline.

208. As of the date of this filing, Amazon has not reverted the $23.53 charge to Ms. Walton-Williams for the Mattress Bag she timely returned.

209. Amazon has knowingly and willfully retained $23.53 from Ms. Walton-Williams for nearly two years.

210. On April 11, 2023, Ms. Walton-Williams placed Amazon order number 113-5119893-2360234 for a Qike Handmade Luxury Wedding Silk Rose Bouquet for $46.00.

211. Ms. Walton-Williams complied with Amazon's return policy by using the approved return method of dropping off the item to a UPS Store on April 26, 2023 and an advanced refund was issued on the same day for $46.00.

212. On May 31, 2023, Amazon sent a "Reminder to Return" email and then on June 15, 2023, Amazon "retrocharged" her, asserting the return was not received on time.

213. As of the date of this filing, Amazon has not reverted the $46.00 charge to Ms. Walton-Williams for the Bouquet she timely returned.

214. Amazon has knowingly and willfully retained $46.00 from Ms. Walton-Williams for nearly two years.

215. On April 1, 2024, Ms. Walton-Williams placed Amazon order number 113-4509021-2470649 for two units of BLOSMON Fake Flowers Wedding Decor for $235.36 along with a few other items.

216. Ms. Walton-Williams followed Amazon's instructions and returned the two units to a UPS Store on April 16, 2024 and was issued an advanced refund on the same day.

217. However, on June 5, 2024 Amazon "retrocharged" her, alleging she failed to return the items.

218. As of the date of this filing, Amazon has not reverted the $235.36 charge to Ms. Walton-Williams for the Wedding Décor she timely returned.

219. Amazon has knowingly and willfully retained $235.36 from Ms. Walton-Williams for over a year.

220. On May 15, 2024, Ms. Walton-Williams placed order number 113-3835977-9435407 for a DoYiKe Waterproof Outdoor Patio Cushion Storage Bag for $40.99 ($43.86 with tax).

221. She promptly returned the item by dropping it off at UPS on June 5, 2024, and Amazon issued an advanced refund on the same day. Later, on August 4, 2024 Amazon "retrocharged" her account for $43.86, asserting that the returned item did not match the original purchase.

222. As of the date of this filing, Amazon has not reverted the $43.86 charge to Ms. Walton-Williams for the Storage Bag she timely returned.

223. Amazon has knowingly and willfully retained $43.86 from Ms. Walton-Williams for approximately a year.

224. These are only the transactions Ms. Walton-Williams identified through her own search. There may be other returns that have resulted in similar retrocharges or refunds that were never issued at all.

IV. CLASS ACTION ALLEGATIONS

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

> Class 1 (Received by Designated Carrier Class): All Amazon consumers for whom Amazon records show requested a refund for merchandise in the United States and were denied refunds by Amazon when the merchandise was provided to an Amazon-designated carrier, or retained, in accordance with Amazon's instructions.
>
> Class 2 (Received at Fulfillment Center SubClass): All Amazon consumers who returned merchandise in the United States and were denied refunds by Amazon when Amazon's records show the merchandise was actually received by Amazon at its designated fulfillment center.

226. Excluded from each of the Class(es) are: Defendant; Defendant's employees and agents; any judge conducting proceedings in this action and the judge's parents, spouses and

children as well as any other member of the judge's family residing in the judge's household; counsel of record in this action and their parents, spouses and children as well as any other member of counsel's family residing in counsel's household; counsel's employees; the United States government; and the legal representatives, heirs, successors and assigns of any excluded person. Plaintiffs reserve the right to modify, change, or expand the class definition set forth above based on discovery and further investigation.

227. **Numerosity**: The exact number of the members of the class (or subclasses) is not presently known, but is so numerous that joinder of individual members is this action is impracticable. Based on the nature of the activities alleged and the number of affected consumers identified during Plainitffs' investigation of these claims, Plaintiffs believe that the members of the class number in the millions and are geographically dispersed throughout the United States.

228. Class members are readily identifiable from information and records in possession, custody, or control of Defendant, the Class members, and retailers.

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

a. Whether Amazon's Return Policies constitute a contract with Amazon customers that Amazon will provide a refund for products if the customers satisfy all conditions precedent;

b. Whether Amazon breached that contract and the duty of good faith contained therein;

c. Whether Amazon has a widespread practice of failing to issue refunds or re-charging customers for returned products, despite customers having returned the products according to Amazon's own policies and instructions;

d. Whether Defendants violated the Washington Consumer Protection Act by its practice of failing to issue refunds or re-charging customers for returned

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products despite customers having satisfied all conditions precedent to receiving a refund;

e. Whether Defendant is liable for money had and received;

f. Whether Defendant is liable for unjust enrichment;

g. Whether Defendant is liable for promissory estoppel;

h. Whether Defendant is liable for conversion.

230. **Typicality**: Plaintiffs' claims are typical of the claims of the other Class members in that Plaintiffs, like all class members, were charged for an item that was returned in compliance with Amazon's policies and instructions. Plaintiffs, like all class members, were damaged by Defendant's misconduct in that they suffered actual damages as a result of Amazon's charges. Furthermore, the factual bases of Defendant's misconduct are common to all plaintiffs and represent a common thread of misconduct resulting in injury to all Class Members. Plaintiffs have the same interest in this matter as all Class Members, and Plaintiffs' claims arise out of the same set of facts and conduct as the claims of all Class Members. Plaintiffs' and Class Members' claims all arise out of Amazon's unlawful practice of charging consumers for items returned by customers in compliance with Amazon's policies and instructions.

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

232. **Superiority**: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Class. The injury suffered by each individual Class Member is relatively small compared to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Defendant's conduct. It would be virtually impossible for individual Class Members to effectively redress the wrongs done to them. Even if Class Members could afford individualized litigation, the court system could not. Individualized litigation would increase delay and expense to all parties, and

to the court system, because of the complex legal and factual issues of this case. Individualized rulings and judgments could result in inconsistent relief for similarly situated individuals. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

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

V. GOVERNING LAW

234. Amazon's Terms of Use provide that "By using any Amazon Service, you agree that applicable federal law, and the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Amazon."[20]

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

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

VI. CLASS 1: CAUSES OF ACTION

COUNT I
BREACH OF CONTRACT.

237. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

238. **Parties and subject matter**. Valid contracts exist between Amazon and each Plaintiff, governing the purchase and sale of goods from Amazon to Plaintiffs.

[20] Amazon, *Conditions of Use*, *supra*.

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

240. **Promise and offer**. Amazon promised to sell, convey, and deliver goods in exchange for Plaintiffs' payment of valuable consideration, subject to Amazon's terms and conditions.

241. **Terms and conditions**. Amazon offered its performance subject to its Conditions of Use, Return Policy, and Refund Policy, among other things. These terms and conditions impose a duty on Amazon to refund to Plaintiffs the purchase price and applicable taxes and fees for merchandise returned to Amazon in accordance with Amazon's policies.

242. **Acceptance**. Plaintiffs accepted Amazon's offer by purchasing items offered and conveyed by Amazon.

243. **Consideration**. The parties' exchange of money and goods is consideration for their agreements and the terms and conditions contained therein. Amazon's promise to process free refunds for the goods in exchange for Plaintiffs' promise to return the merchandise in accordance with Amazon's policies to an authorized drop-off location is further consideration for Amazon's Return and Refund Policies.

244. **Conditions precedent**. Plaintiffs satisfied all conditions precedent to Amazon's promise to issue refunds by requesting a refund for relevant merchandise and delivering that merchandise in accordance with Amazon's policies.

245. **Breach**. Amazon breached its duty under the terms of the parties' contract by failing to issue refunds or re-charging amounts refunded to customers when the merchandise was provided to an Amazon-designated carrier, or retained, in accordance with Amazon's instructions and in compliance with Amazon's refund and exchange policies, because of defects in Amazon's return and refund processes.

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

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

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

COUNT II
VIOLATION OF THE DUTY OF GOOD FAITH

249. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

250. Every contract governed by Washington law contains an implied duty of good faith and fair dealing. The Uniform Commercial Code expressly imposes an obligation of good faith by statute. Wash. Rev. Code § 62A.1-304.

251. Amazon routinely violated the duty of good faith by:

a. Evading the spirit of the parties' bargain by denying refunds or re-charging amounts refunded to customers for items returned in accordance with Amazon's policies;

b. Willfully rendering imperfect performance by failing to adopt measures sufficient to ensure refunds for items eligible for refunds;

c. Failing to cooperate in the Plaintiffs' performance of their obligations to comply with Amazon's Return and Refund Policies;

d. Abusing discretion granted to Amazon under the contract relating to the processing of returns and issuance of refunds; and

e. Failing to process Plaintiffs' refund requests with diligence.

252. Plaintiffs have suffered economic injury as a direct and proximate result of Amazon's violation of its duty of good faith. Plaintiffs were wrongfully denied refunds or re-charging amounts refunded to customers when the merchandise was provided to an Amazon-designated carrier, or retained, in accordance with Amazon's instructions and in compliance with

Amazon's refund and exchange policies, because of defects in Amazon's return and refund processes, damaging them in an amount equal to those charges and interest.

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

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

254. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

255. Washington's Consumer Protection Act prohibits any "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."

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

257. At all relevant times, Amazon represented that it would provide refunds for items it shipped that were returned in accordance with Amazon's policies.

258. Nevertheless, Amazon routinely failed to live up to that promise and failed to issue refunds or re-charged amounts refunded to customers when the merchandise was provided to an Amazon-designated carrier, or retained, in accordance with Amazon's instructions and in compliance with Amazon's refund and exchange policies, because of defects in Amazon's return and refund processes.

259. On information and belief, Amazon knew that it routinely denied refunds or re-charged its customers the full sale price and tax on items that were returned to Amazon or retained, in accordance with Amazon's instructions and in accordance with its policies.

260. Amazon's own records contain the dates and time of its receipt of returns.

261. On information and belief, Amazon programmed its Customer Support chatbot to recognize when a customer had returned an item in accordance with Amazon's policies but it failed to issue a refund or re-charged for the returned item, and to provide that customer with a refund.

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262. On information and belief, Amazon trained its human customer service representatives to recognize when a customer had returned an item in accordance with Amazon's policies, but failed to issue a refund or re-charged for the returned item, and to provide that customer with a refund.

263. Despite Amazon's knowledge of its systemic failure to deliver on its promise of refunds for returned items and its practice of routinely denying refunds or re-charging its customers the full sale price and tax on items that were returned to it in accordance with its policies, Amazon continued to represent to Plaintiffs and the Class that items could be returned for a refund if returned in accordance with Amazon policies .

264. However, Amazon regularly did not issue refunds or refund the charges when it received returns. Instead, it reverted charges when a customer contacted Amazon's customer service and requested the charges be reverted.

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

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

267. Amazon's acts, misrepresentations and omissions detailed above constitute an act or practice in the conduct of trade or commerce.

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

269. Amazon's acts, misrepresentations and omissions detailed above are unfair because they inequitably enrich Defendant at the expense of the Class.

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

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

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

COUNT IV
MONEY HAD AND RECEIVED

273. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

274. Should it be determined for any reason that the parties' contract is invalid, subject to avoidance, does not cover the parties' dispute, or otherwise ineffective to regulate the parties' obligations, Plaintiffs allege this Count in the alternative to Counts I and II in accordance with Fed. R. Civ. P. 8(d)(2).

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

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

277. Amazon has not returned the money.

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

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

COUNT V
UNJUST ENRICHMENT

280. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

281. Should it be determined for any reason that the parties' contract is invalid, subject to avoidance, does not cover the parties' dispute, or is otherwise ineffective to regulate the parties' obligations, Plaintiffs allege this Count in the alternative to Counts I and II in accordance with Fed. R. Civ. P. 8(d)(2).

282. Plaintiffs and Class Members conferred a monetary benefit on Amazon when they returned merchandise for which they were not refunded or were wrongfully re-charged the purchase price and applicable taxes for an item that was returned in accordance with Amazon's policies. Plaintiffs and Class Members also conferred a monetary benefit on Amazon when they made purchases in reliance on Amazon's false representations about its return policy.

283. On information and belief, Amazon knew that it routinely charged its customers the full sale price and tax on items that were returned in accordance with Amazon's policies. Amazon's own records contain the dates and time of receipt of returns.

284. On information and belief, Amazon programmed its Customer Support chatbot to recognize when a customer had returned an item in accordance with Amazon's policies, but was denied a refund or re-charged for the returned item, and to provide that customer with a refund.

285. On information and belief, Amazon trained its human customer service representatives to recognize when a customer had returned an item in accordance with Amazon's policies, but was then re-charged for the returned item, and to provide that customer with a refund.

286. It is unequitable for Amazon to retain the money that Plaintiffs and the Class paid to Amazon for items that they timely returned.

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COUNT VI
PROMISSORY ESTOPPEL

287. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

288. Should it be determined for any reason that the parties' contract is invalid, subject to avoidance, does not cover the parties' dispute, or is otherwise ineffective to regulate the parties' obligations, Plaintiffs allege this Count in the alternative to Counts I and II in accordance with Fed. R. Civ. P. 8(d)(2).

289. Amazon advertised and promised Plaintiffs they would be entitled to refunds if they returned items in accordance with Amazon's policies.

290. Amazon expected Plaintiffs to purchase goods in reliance on that promise.

291. Plaintiffs justifiably relied on Amazon's promise and purchased goods from Amazon with the expectation that they could return those goods in accordance with Amazon's instructions and receive refunds. Plaintiffs further relied on that promise by actually complying with Amazon's Return and Refund Policies and returning those goods in accordance with Amazon's policies.

292. Plaintiffs were justified in relying on Amazon's promise.

293. Amazon has unjustly charged and retained Plaintiffs' money and injustice can be avoided only by enforcing Amazon's promise to issue refunds.

COUNT VII
CONVERSION

294. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

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

296. Plaintiffs and the members of the Class own and have a right to possess the money owed to them for properly returning merchandise to Amazon.

297. Amazon interfered with Plaintiffs' and the Class's possession of this money by failing to return the money to them.

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

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

300. Amazon willfully and wrongfully retained dominion over this monetary property and/or the time-value of the monetary property.

301. On information and belief, Amazon knew that it routinely charged its customers the full sale price and tax on items that were returned in accordance with Amazon's policies. Amazon's own records contain the dates and time of receipt of returns.

302. On information and belief, Amazon programmed its Customer Support chatbot to recognize when a customer had returned an item in accordance with Amazon's policies, but was denied a refund or re-charged for the returned item, and to provide that customer with a refund.

303. On information and belief, Amazon trained its human customer service representatives to recognize when a customer had returned an item in accordance with Amazon's policies, but was denied a refund or re-charged for the returned item, and to provide that customer with a refund.

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

VII. CLASS 2: CAUSES OF ACTION

COUNT VIII
BREACH OF CONTRACT

305. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

306. **Parties and subject matter**. Valid contracts exist between Amazon and each Plaintiff, governing the purchase and sale of goods from Amazon to Plaintiffs.

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

308. **Promise and offer**. Amazon promised to sell, convey, and deliver goods in exchange for Plaintiffs' payment of valuable consideration, subject to Amazon's terms and conditions.

309. **Terms and conditions**. Amazon offered its performance subject to its Conditions of Use, Return Policy, and Refund Policy, among other things. These terms and conditions impose a duty on Amazon to refund to Plaintiffs the purchase price and applicable taxes and fees for merchandise returned to Amazon in accordance with the terms and conditions and Amazon's instructions.

310. **Acceptance**. Plaintiffs accepted Amazon's offer by purchasing items offered and conveyed by Amazon.

311. **Consideration**. The parties' exchange of money and goods is consideration for their agreements and the terms and conditions contained therein. Amazon's promise to process free refunds for the goods in exchange for Plaintiffs' promise to return the merchandise in accordance with Amazon's instructions is further consideration for Amazon's Return and Refund Policies.

312. **Conditions precedent**. Plaintiffs satisfied all conditions precedent to Amazon's promise to issue refunds by requesting a refund for relevant merchandise and complying with Amazon's return instructions.

313. **Breach**. Amazon breached its duty under the terms of the parties' contract by failing to provide refunds or re-charging amounts refunded to customers for items that were returned in accordance with Amazon's instructions.

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

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

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

COUNT IX
VIOLATION OF THE DUTY OF GOOD FAITH

317. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

318. Every contract governed by Washington law contains an implied duty of good faith and fair dealing. The Uniform Commercial Code expressly imposes an obligation of good faith by statute. Wash. Rev. Code § 62A.1-304.

319. Amazon routinely violated the duty of good faith by:

a. Evading the spirit of the parties' bargain by failing to issue refunds or re-charging amounts refunded to customers for items returned in accordance with Amazon's instructions;

b. Willfully rendering imperfect performance by failing to adopt measures sufficient to ensure refunds for proper requests;

c. Failing to cooperate in the Plaintiffs' performance of their obligations to comply with Amazon's return instructions;

d. Abusing discretion granted to Amazon under the contract relating to the processing of returns and issuance of refunds; and

e. Failing to process Plaintiffs' refund requests with diligence.

320. Plaintiffs have suffered economic injury as a direct and proximate result of Amazon's violation of the duty of good faith. Plaintiffs were wrongfully denied refunds or re-charged the purchase price and applicable taxes for items returned in accordance with Amazon's instructions, damaging them in an amount equal to those charges and interest.

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

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

322. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

323. Washington's Consumer Protection Act prohibits any "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."

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

325. At all relevant times, Amazon represented that it would provide refunds for items it shipped that were returned in accordance with its instructions.

326. Nevertheless, Amazon routinely failed to live up to that promise and instead failed to issue refunds or re-charged its customers the full sale price and tax on items that were returned to it in accordance with Amazon's instructions.

327. On information and belief, Amazon knew that it routinely denied refunds or re-charged its customers the full sale price and tax on items that were returned in accordance with Amazon's instructions.

328. Amazon's own records contain the dates and time of its receipt of returns.

329. Amazon programmed its Customer Support chatbot to recognize when a customer had returned an item in accordance with Amazon's instructions, but it failed to issue refunds or re-charged for the returned item, and to provide that customer with a refund.

330. On information and belief, Amazon trained its human customer service representatives to recognize when a customer had returned an item in accordance with Amazon's instructions, but it failed to issue refunds or re-charged for the returned item, and to provide that customer with a refund.

331. Despite Amazon's knowledge of its systemic failure to deliver on its promise of refunds for items returned in accordance with Amazon's instructions and its practice of routinely re-charging its customers the full sale price and tax on items that were properly returned to it, Amazon continued to represent to Plaintiffs and the Class that items could be returned for a refund if customers complied with Amazon's instructions.

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

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

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

335. Amazon's acts, misrepresentations and omissions detailed above constitute an act or practice in the conduct of trade or commerce.

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

337. Amazon's acts, misrepresentations and omissions detailed above are unfair because they inequitably enrich Defendant at the expense of the Class.

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

339. Plaintiffs have suffered economic injury as a direct and proximate result of Amazon's conduct in that Plaintiffs were by its practices, wrongfully re-charged the purchase

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price and applicable taxes for items returned in accordance with Amazon's instructions, damaging them in an amount equal to those charges and interest.

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

COUNT XI
MONEY HAD AND RECEIVED

341. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

342. Should it be determined for any reason that the parties' contract is invalid, subject to avoidance, does not cover the parties' dispute, or otherwise ineffective to regulate the parties' obligations, Plaintiffs allege this Count in the alternative to Counts VIII and IX in accordance with Fed. R. Civ. P. 8(d)(2).

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

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

345. Amazon has not returned the money.

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

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

COUNT XII
UNJUST ENRICHMENT

348. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

349. Should it be determined for any reason that the parties' contract is invalid, subject to avoidance, does not cover the parties' dispute, or is otherwise ineffective to regulate the parties' obligations, Plaintiffs allege this Count in the alternative to Counts VIII and IX in accordance with Fed. R. Civ. P. 8(d)(2).

350. Plaintiffs and Class Members conferred a monetary benefit on Amazon when they returned merchandise for which they were not refunded or were wrongfully re-charged the purchase price and applicable taxes for items returned in accordance with Amazon's instructions. Plaintiffs and Class Members also conferred a monetary benefit on Amazon when they made purchases in reliance on Amazon's false representations about its return policy.

351. On information and belief, Amazon knew that it routinely charged its customers the full sale price and tax on items returned in accordance with Amazon's instructions. Amazon's own records contain the dates and time of receipt of returns.

352. Amazon programmed its Customer Support chatbot to recognize when a customer had returned an item in accordance with Amazon's instructions but was re-charged for the return item, and to provide that customer with a refund.

353. On information and belief, Amazon trained its human customer service representitives to recognize when a customer had returned items in accordance with Amazon's instructions, but was entitled to a refund.

354. It is unequitable for Amazon to retain the money that Plaintiffs and the Class paid to Amazon for items that they returned in accordance with Amazon's instructions.

COUNT XII
PROMISSORY ESTOPPEL

355. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

356. Should it be determined for any reason that the parties' contract is invalid, subject to avoidance, does not cover the parties' dispute, or is otherwise ineffective to regulate the parties' obligations, Plaintiffs allege this Count in the alternative to Counts VIII and IX in accordance with Fed. R. Civ. P. 8(d)(2).

357. Amazon advertised and promised Plaintiffs they would be entitled to refunds if they complied with Amazon's instructions.

358. Amazon expected Plaintiffs to purchase goods in reliance on that promise.

359. Plaintiffs justifiably relied on Amazon's promise and purchased goods from Amazon with the expectation that they could return those goods and receive refunds. Plaintiffs further relied on that promise by complying with Amazon's return instructions.

360. Plaintiffs were justified in relying on Amazon's promise.

361. Amazon has unjustly charged and retained Plaintiffs' money and injustice can be avoided only by enforcing Amazon's promise to issue refunds.

COUNT XIV
CONVERSION

362. Plaintiffs reallege and incorporate by reference all allegations in preceding paragraphs 1-236.

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

364. Plaintiffs and the members of the Class own and have a right to possess the money owed to them for properly returning merchandise to Amazon.

365. Amazon interfered with Plaintiffs' and the Class's possession of this money by failing to return the money to them.

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

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

368. Amazon willfully and wrongfully retained dominion over this monetary property and/or the time-value of the monetary property.

369. On information and belief, Amazon knew that it routinely charged its customers the full sale price and tax on items returned in accordance with Amazon's instructions. Amazon's own records contain the dates and time of receipt of returns.

370. Amazon programmed its Customer Support chatbot to recognize when a customer had returned an item in accordance with Amazon's instructions but was denied a refund or re-charged for the return item, and to provide that customer with a refund.

371. On information and belief, Amazon trained its human customer service representitives to recognize when a customer had returned an item in accordance with Amazon's instructions, but was denied a refund or re-charged for the return item, and to provide that customer with a refund.

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

VIII. JURY TRIAL DEMANDED

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

IX. PRAYER FOR RELIEF

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

A. Actual damages;

B. All damages, including treble damages, recoverable under the Washington Consumer Protection Act, as well as all recoverable fees, costs, and attorney fees;

C. Punitive and/or exemplary damages due to Amazon's willful disregard of the rights of its customers and the public in an amount to be proven at trial;

D. All other damages allowed by law;

E. Pre-judgment and post-judgment interest as allowed by law;

F. Costs of litigation incurred herein; and

G. Any such other and further relief as the Court deems just and equitable.

H. Plaintiffs specifically reserves the right to pursue additional causes of action, claims, and/or forms of relief other than those specifically outlined above, that are supported by the facts pleaded herein or that may be supported by other facts that emerge during discovery.

Dated: May 23, 2025

By: */s/ Alicia Cobb*

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