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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,
AMAZON.COM SERVICES LLC, a Delaware
limited liability company, and AMAZON
TECHNOLOGIES, INC., a Nevada corporation,

Plaintiffs,

v.

Does 1-20, unknown parties doing business as
“RBK,” and the following individuals: Dias
Temirbekul Zhumaniyaz, Michael Bauschelt,
Adnan Islam,

Defendants.

No. 2:26-cv-1276

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF**

I. INTRODUCTION

1
2 1. Amazon brings this case against an international fraud organization called RBK,
3 which is responsible for stealing over \$4,000,000 of product from Amazon’s online stores
4 through systematic refund abuse. Through this lawsuit, Amazon aims to expose and shut down
5 Defendants’ fraudulent activity and hold them accountable for the harm they are causing to
6 Amazon and its legitimate retailers and customers.

7 2. Protecting customers and earning the trust of selling partners are core values at
8 Amazon. Retail theft is a persistent problem that plagues online and physical retailers alike.
9 One form of retail theft involves systematic refund fraud, which undermines Amazon’s ability to
10 efficiently serve customers and selling partners. Refund fraud, a form of organized retail crime,
11 affects the entire retail industry, including physical and online retailers alike. Customers who
12 shop in Amazon’s online stores should be delighted with their purchases, and if they are not, they
13 should be able to easily return the product. Amazon has built one of the most trusted brands in
14 the world, in part based on its highly trusted customer service and refund process. Sophisticated
15 fraudsters—like Defendants—exploit the refund process for their own financial gain. Their
16 activity leaves retailers and honest consumers to bear the brunt of increased costs, decreased
17 inventory, and poor return experiences.

18 3. Defendants are individuals from around the world who operate under the name
19 “RBK.” RBK is part of an underground industry that offers fraudulent refunds to users and
20 operates a Telegram channel that has over 1,000 followers where they advertise refund services
21 that are fraudulent on their face. In this scheme, bad actors who want a free product (like an
22 iPad) pay RBK a fee (such as 30% of the product’s cost) to obtain a fraudulent refund. After the
23 bad actor purchases the product from Amazon, RBK uses sophisticated methods to obtain the
24 refund, including socially engineering Amazon customer service. The Defendants’ scheme
25 tricks Amazon into processing refunds for products that are never returned; instead of returning
26 the products as promised, the purchaser keeps the product *and* the refund. RBK posted over
27 2,100 user testimonials known as “vouches” proving RBK fraudulently refunded orders from

1 Amazon. Defendants in this case include RBK’s operators and certain egregious RBK users who
2 conspired to defraud Amazon.

3 **II. PARTIES**

4 **A. Amazon Plaintiffs**

5 4. Amazon.com, Inc., is a Delaware corporation with its principal place of business
6 in Seattle, Washington.

7 5. Amazon.com Services LLC is a Delaware company with its principal place of
8 business in Seattle, Washington. Amazon.com Services LLC is the successor to Amazon.com
9 Services, Inc.

10 6. Amazon Technologies, Inc., is a Nevada corporation with its principal place of
11 business in Seattle, Washington.

12 **B. Defendants**

13 7. Defendants are known and unknown parties who conspired and operated in
14 concert with each other to engage in the refund fraud scheme detailed in this Complaint.
15 Defendants are subject to liability for their wrongful conduct both directly and under principles
16 of secondary liability including, without limitation, respondeat superior, vicarious liability,
17 and/or contributory infringement.

18 8. Defendants fall into two categories: (1) Dias Temirbekul Zhumaniyaz and
19 currently unknown parties who operate RBK, a refund fraud service provider (collectively,
20 “RBK Operator Defendants”); and (2) known individuals who engaged with RBK’s fraud service
21 to obtain refunds for products (collectively, “RBK User Defendants”).

22 **(1) RBK Operator Defendants**

23 9. Dias Temirbekul Zhumaniyaz is an individual who, on information and belief,
24 resides in Musirepova, Kyzylorda, Kazakhstan.

25 10. Does 1-20 are individuals and/or entities working in active concert with each
26 other and with Dias Temirbekul Zhumaniyaz to operate a refund fraud service provider doing
27 business as RBK. The identities of the RBK Operator Doe Defendants are presently unknown to

1 Amazon. The RBK Operator Defendants advertise their services and conduct the fraudulent
2 scheme through numerous methods, including the Telegram accounts MAIN RBK at
3 <https://t.me/+O39mfbclFpY2YjQy>, GATEWAY RBK at <https://t.me/rbkservice>, and
4 VOUCHES RBK VOUCHES at <https://t.me/+qFeqCcg1Djg5OWZi>. While operating under
5 the name RBK, they have taken deliberate steps to conceal their true identities.

6 **(2) RBK User Defendants**

7 11. Michael Bauschelt is an individual who, on information and belief, resides in
8 Lakeside, California.

9 12. Adnan Islam is an individual who, on information and belief, resides in Astoria,
10 New York.

11 **III. JURISDICTION**

12 13. The Court has subject matter jurisdiction over Amazon's federal claims for
13 trademark infringement (15 U.S.C. § 1114) and violations of Section 43(a) of the Lanham Act
14 (15 U.S.C. § 1125(a)) under 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338(a).

15 14. The Court has ancillary subject matter jurisdiction over Amazon's common law
16 claims for fraudulent misrepresentation, negligent misrepresentation, conversion, unjust
17 enrichment, breach of contract, and civil conspiracy because they are substantially related to the
18 federal claims.

19 15. The Court also has diversity jurisdiction over Amazon's claims against the
20 Defendants under 28 U.S.C. § 1332 because the matter in controversy exceeds \$75,000 and is
21 between citizens of different states or, to the extent RBK Operating Defendants reside abroad,
22 between citizens of a state and citizens of a foreign state.

23 16. The RBK Operator Defendants and the RBK User Defendants have consented to
24 the exclusive jurisdiction of this Court by agreeing to the Amazon Conditions of Use ("COU"),¹
25 which provide that any dispute or claim relating in any way to accessing or shopping at
26 Amazon.com will be adjudicated in the state or federal courts in King County, Washington.

27 ¹ Available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM>.

1 22. Amazon fulfills customer orders by retrieving the product from its source location
2 (such as an Amazon fulfillment center) and shipping the product to the customer's location using
3 Amazon's own shipping services, the U.S. Postal Service ("USPS"), or a common carrier (e.g.,
4 UPS, FedEx, DHL, etc.).

5 23. Customers can initiate a product return to Amazon by contacting Amazon through
6 a variety of methods, including on Amazon's mobile app, emailing, conducting an online chat
7 session, completing an online form, or calling customer service. Once a return request is
8 processed, customers receive a shipping label to send the product back to Amazon. Refunds are
9 generally credited to the payment method (typically a credit or debit card) connected to the
10 customers' accounts. If a customer fails to return the product, Amazon may refuse to grant a
11 refund or rebill the customer for the product.

12 24. In addition to obtaining a refund through a product return, Amazon allows
13 customers to request a refund for products that are not delivered, arrive damaged, are inoperable,
14 or deficient in some other way. If the refund request is granted by Amazon, the order amount is
15 credited back to the customer using the payment method associated with the customer's account.

16 25. There is no fee to obtain a refund from Amazon, and Amazon offers robust
17 customer support to aid in the refund process.

18 **B. Refund Fraud as a Service**

19 26. Genuine refunds are a standard and expected component of the retail industry.
20 Amazon customers should be delighted with their purchases, and they should have the ability to
21 easily return a product if they are not.

22 27. Unfortunately, fraudsters exploit the refund process for their own financial gain to
23 the detriment of honest consumers and retailers who must bear the brunt of increased costs,
24 decreased inventory, and service disruption. Refund fraud, a form of organized retail crime,
25 affects the entire retail industry, including physical and online retailers alike.

26 28. Some fraudsters—like Defendants—have created organized operations to
27 systematically defraud retailers at scale. These operations, such as RBK, have created

1 illegitimate “businesses” offering fraudulent refunds to individuals around the world who are
 2 knowingly engaging with and participating in the fraud in order to receive expensive electronics
 3 and other products for free. These fraudulent schemes operate as an underground industry that
 4 enables a multitude of bad actors to conspire to take part in (and benefit from) sophisticated
 5 fraudulent activity.

6 29. These organized refund fraudsters brazenly advertise their services across
 7 numerous forums and social media channels—competing against each other to partner with other
 8 bad actors to grow their organization. As discussed above, they post vouches on messaging
 9 channels demonstrating the success of the operation. In order to avoid detection, refund
 10 fraudsters will substitute or obscure identifying data. The following is a sample vouch bragging
 11 about a \$15,292.88 CAD theft from Amazon posted on RBK’s channel:

The screenshot displays an Amazon order summary and transaction history. The order summary includes:

Order Summary	
Item(s) Subtotal:	\$13,653.89
Shipping & Handling:	\$0.00
Environmental Handling Fee:	\$4.25
Total before tax:	\$13,658.14
Estimated GST/HST:	\$682.91
Estimated:	\$956.08
PST/RST/QST:	
Grand Total:	\$15,297.13
Refund Total:	\$15,297.13

Below the summary, the transaction history shows several completed refunds:

- Refund: Completed November 16, 2023 - \$526.37
- Refund: Completed November 21, 2023 - \$895.99
- Refund: Completed November 21, 2023 - \$554.39
- Refund: Completed November 21, 2023 - \$302.39
- Refund: Completed November 21, 2023 - \$894.88
- Refund: Completed November 21, 2023 - \$470.39
- Refund: Completed November 25, 2023 - \$3,695.99
- Refund: Completed November 26, 2023 - \$3,471.99
- Refund: Completed November 26, 2023 - \$3,023.99
- Refund: Processing November 28, 2023 - \$1,460.75

The total amount shipped is listed as \$15,297.13. The screenshot also shows a section for 8 shipments, with one delivered on Nov 9, 2023, and a track package button.

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2 **C. Amazon’s Efforts To Stop Fraudulent Refund Schemes**

3 30. Amazon takes considerable measures to combat organized retail crime—including
4 return fraud. In 2024, Amazon invested more than a billion dollars and employed thousands of
5 people—including machine learning (“ML”) scientists, software developers, and expert
6 investigators—who were dedicated to protecting Amazon customers, brands, selling partners,
7 and its store from counterfeiting, fraud, and other forms of abuse. When fraud is detected,
8 Amazon takes a variety of measures to stop the activity, including warning customers against
9 continued activity, closing accounts, and preventing customers who engaged in refund fraud
10 from opening new accounts.

11 31. Further, Amazon has specialized teams that detect, investigate, and stop the most
12 egregious fraud driving increased costs and disruption to services for genuine customers. These
13 teams work around the world to aggregate fraud activity and attribute the activity to specific
14 criminals. This work feeds direct action against the bad actors.

15 32. Amazon’s Customer Protection & Enforcement team (“CPE”) works to combat
16 external threats that harm customers, partners, and Amazon. Comprised of attorneys, former
17 prosecutors, and expert analysts, CPE investigates and stops organized crime schemes affecting
18 customers, partners, and Amazon—including refund fraud like this case. CPE takes direct legal
19 action against the bad actors responsible for the harm, including working with law enforcement
20 around the world to hold the bad actors accountable.

21 33. As part of its efforts to combat refund fraud, CPE has taken direct action and
22 supported law enforcement action against the bad actors responsible for numerous refund fraud
23 schemes, resulting in arrests as well as criminal and civil damages.² Amazon continues to
24 investigate and take action against refund fraud schemes—like the one Defendants operate.

25 ² See, e.g., Press Release, United States Attorney’s Office Northern District of Alabama, Leader of Transnational
26 Cybercrime Group “Noir’s Luxury Refunds” Charged with Conspiracy to Commit Mail and Wire Fraud (Apr. 10,
27 2025), <https://www.justice.gov/usao-ndal/pr/leader-transnational-cybercrime-group-noirs-luxury-refunds-charged-conspiracy-commit-0>; Press Release, United States Attorney’s Office Western District of Washington, “Second
Defendant in Organized Refunding Fraud Ring Sentenced to 30 Months in Prison (Feb. 6, 2025),
<https://www.justice.gov/usao-wdwa/pr/second-defendant-organized-refunding-fraud-ring-sentenced-30-months->

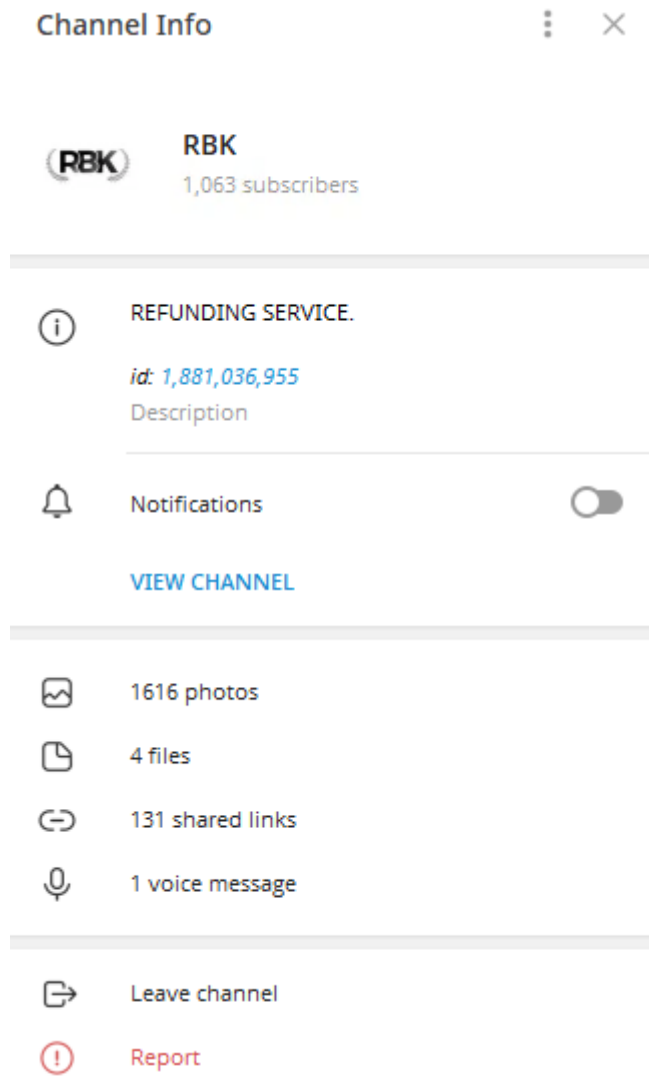
1 34. This lawsuit is also part of CPE’s ongoing efforts to dismantle the ecosystem of
2 fraudulent refund service providers. Amazon has previously filed suit and won substantial
3 money judgments, totaling millions of dollars, against other refunders engaged in similar
4 misconduct. *Amazon.com, Inc. v. Does 1-20*, 2025 WL 1866088 (W.D. Wash. July 7, 2025).

5 **D. The RBK Operator Defendants’ Role in the Fraudulent Scheme**

6 35. RBK targets Amazon’s online stores in the United States, Canada, and Europe.
7 Among other places, the RBK Operator Defendants use the Telegram accounts MAIN RBK,
8 GATEWAY RBK, and VOUCHES RBK VOUCHES to advertise their services and interact with
9 people seeking to obtain fraudulent refunds from Amazon.

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23 [prison](#); Press Release, United States Attorney’s Office Western District of Washington, Dearborn, Michigan man,
24 who used fake refund scheme to defraud retailers of more than \$4 million, sentenced to three years in prison (Dec.
25 19, 2024), [https://www.justice.gov/usao-wdwa/pr/dearborn-michigan-man-who-used-fake-refund-scheme-defraud-](https://www.justice.gov/usao-wdwa/pr/dearborn-michigan-man-who-used-fake-refund-scheme-defraud-retailers-more-4-million)
26 [retailers-more-4-million](https://www.justice.gov/usao-wdwa/pr/dearborn-michigan-man-who-used-fake-refund-scheme-defraud-retailers-more-4-million); Press Release, United States Attorney’s Office Northern District of Alabama, Member of
27 “Noir’s Luxury Refunds” Telegram Channel Pleads Guilty to Fraud (Mar. 19, 2024) [https://www.justice.gov/usao-](https://www.justice.gov/usao-ndal/pr/member-noirs-luxury-refunds-telegram-channel-pleads-guilty-fraud)
[ndal/pr/member-noirs-luxury-refunds-telegram-channel-pleads-guilty-fraud](https://www.justice.gov/usao-ndal/pr/member-noirs-luxury-refunds-telegram-channel-pleads-guilty-fraud); and Press Release, United States
Attorney’s Office Northern District of Oklahoma, Ten Members of International Cyber Fraud Ring Indicted for
“Refund Fraud” Scheme Targeting Online Retailers (Nov. 9, 2023), [https://www.justice.gov/usao-ndok/pr/ten-](https://www.justice.gov/usao-ndok/pr/ten-members-international-cyber-fraud-ring-indicted-refund-fraud-scheme-targeting)
[members-international-cyber-fraud-ring-indicted-refund-fraud-scheme-targeting](https://www.justice.gov/usao-ndok/pr/ten-members-international-cyber-fraud-ring-indicted-refund-fraud-scheme-targeting).

1 36. RBK’s main channel, “MAIN RBK,” had over 1,000 subscribers as of June 2025.
2 Since February 2023, RBK has posted over \$4,000,000.00 in vouches for Amazon refunds.
3 Below is a screenshot of RBK’s channel information.



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22 37. Amazon is one of the retailers RBK targets. RBK’s Telegram channel
23 prominently features Amazon’s trademark, drawing attention and interest from Amazon
24 customers. The following are partial screenshots of RBK’s Telegram channel about Amazon
25 returns, each depicting Amazon trademarks without authorization.
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Order Details
 Delivered on October 11, 2024 View or Print Invoice

Order Summary

Item(s) Subtotal:	\$2.1
Shipping & Handling:	\$0.0
Total before tax:	\$2.1
Estimated tax on order:	\$0.0
Grand Total:	\$2.1
Refund Total:	\$2.1

Transactions:

- Refund: Completed October 13, 2024 - \$874.91
- Refund: Completed October 13, 2024 - \$1,968.82
- Items shipped: October 8, 2024 - View ending in: 52,845.75

Total: \$2,845.75

[Get product support](#)

[Track package](#)

[Add a protection plan](#)

[Return or replace items](#)

[Show gift receipt](#)

[Make a wish list](#)

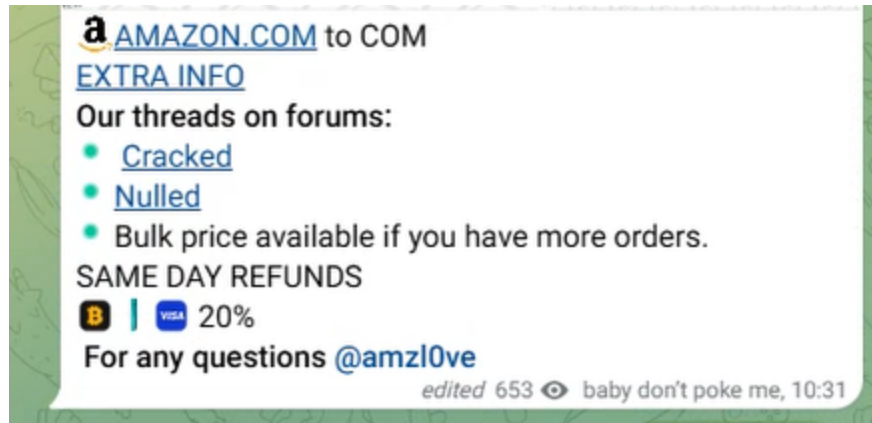
amazon AMAZON.COM AMAZON.CO.UK AMAZON.AE AMAZON.ES AMAZON.SA AMAZON.CA AMAZON.COM.AU

The most popular AMAZON domains now:

- [AMAZON.CA](#) - 1-5 business days.
- [AMAZON.COM](#) - 3-5 business days.
- [AMAZON.COM.AU](#) - 2-5 business days.
- [AMAZON.CO.UK](#) - 2-5 business days.
- [AMAZON.AE](#) - 2-5 business days.
- [AMAZON.ES](#) - 2-5 business days.
- [AMAZON.SA](#) - 2-5 business days.

2 583 👁 baby don't poke me, 06:18

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38. RBK capitalizes on Amazon’s reputation and goodwill by using Amazon’s trademarks to help generate interest in RBK’s refund fraud services. Customers are drawn to RBK’s Telegram channels under the false impression that RBK offers legitimate Amazon return services, which are detailed directly underneath Amazon’s logo. As customers continue navigating RBK’s channels, the illegal nature of its services becomes apparent, but that does not diminish the marketing benefits RBK reaps with potential customers by using Amazon’s trademarks.

39. RBK charges its users between a 15% and 30% fee for Amazon refunds.

40. RBK’s users begin by placing an order directly from a retailer, like Amazon. Once an order is placed, RBK users contact RBK via Telegram. Users then provide RBK their Amazon account credentials, Amazon domain, and product URL. RBK also directs users to fill out an order form for an Amazon refund.

41. RBK then uses social engineering to obtain refunds for their users. Users provide their Amazon login credentials to RBK, and RBK contacts Amazon customer service posing as the user. RBK provides false information to manipulate the customer service associate to grant the users a refund.

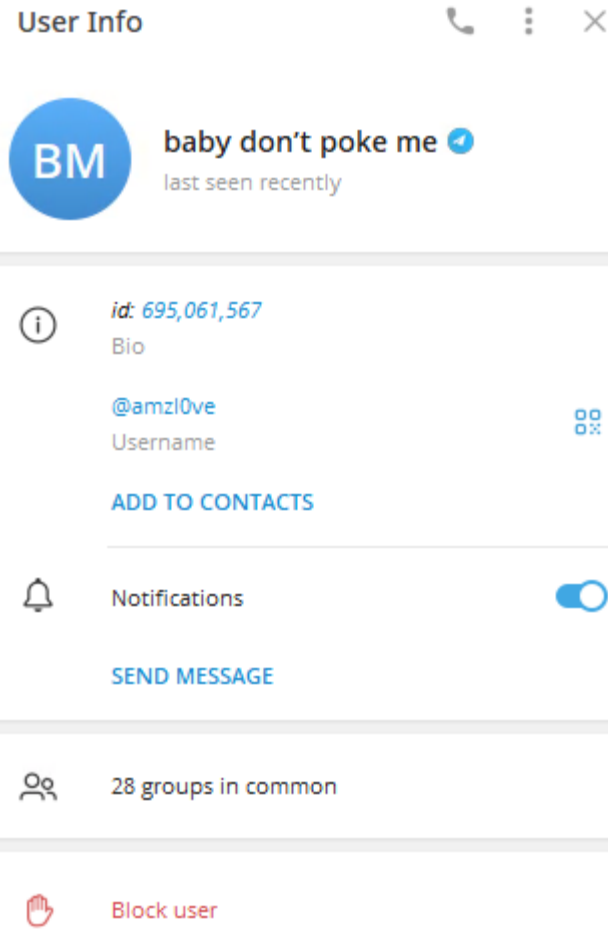
42. Typically, RBK claims the item received was an empty package. In some instances, Amazon Customer Service requests a police report be filed and the information sent to Amazon. In these cases, the customer account sends a police report for the incident. Once the police report has been submitted, RBK then uses social engineering techniques to pressure the

1 Amazon customer service agents to issue a concession. The police reports sent by the customers,
2 Amazon attributes to RBK all appear to be sophisticated fakes. While Amazon Customer
3 Service representatives believed the reports were legitimate and authorized refunds based on the
4 reports, closer inspection suggests the reports are, in fact, fraudulent. In at least one instance, an
5 Amazon customer service employee called a number on the fake police report and spoke to an
6 individual posing as a police officer.

7 43. In employing the fraud schemes detailed in the preceding paragraphs, the RBK
8 Operator Defendants act in concert with the RBK User Defendants to circumvent Amazon's
9 controls to prevent refund fraud. Defendants' scheme has caused Amazon to provide over
10 \$4,000,000 in refunds for products that were not returned. Amazon has also incurred significant
11 customer support costs to process the fraudulent refunds and substantial expenses in excess of
12 \$75,000 to investigate Defendants' fraudulent activities.

13 **E. Amazon Verification of RBK's Fraudulent Services**

14 44. An investigator working for Amazon's outside counsel located a post on RBK's
15 Telegram channel advertising Amazon refunds. The investigator then initiated a conversation
16 with RBK administrator "baby don't poke me" (@amzlove). An image of this user's account
17 information is below:



45. The investigator expressed interest in RBK’s Amazon refund services. RBK informed the investigator that the investigator must place the order from a clean IP address for an item up to 1,000 euros. RBK also informed the investigator that RBK needed the investigator’s login information.

46. The investigator placed an order for a “PlayStation Portal Remote Player 5” for \$199.00 plus \$13.18 for tax. Once the investigator received the order, they messaged RBK, who directed the investigator to transfer \$100 in bitcoin to the wallet 16utDQ17c6KHuzUMheYxArrNnEjj2PaJsV. The investigator made the payment according to the instructions and received and sent the transaction ID to @amzI0ve. The product was delivered on March 14, 2025.

1 47. The investigator also provided @amzlove with the login credentials for their
2 Amazon account. On March 21, 2025, the investigator received an email from Amazon.com
3 stating that there was a login from Tennessee, United States.

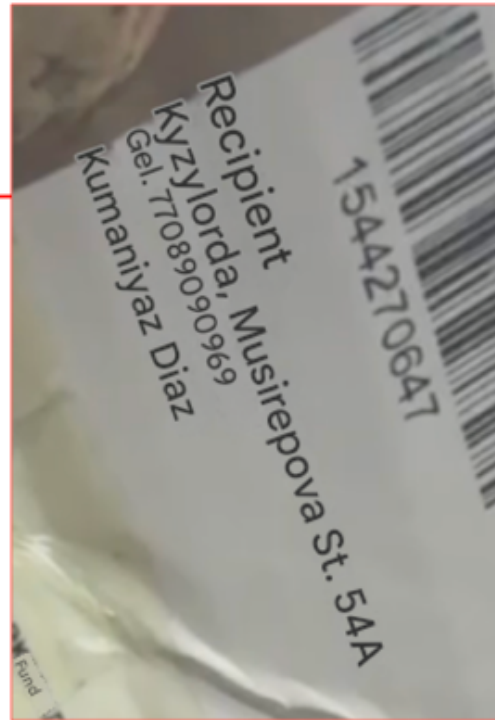
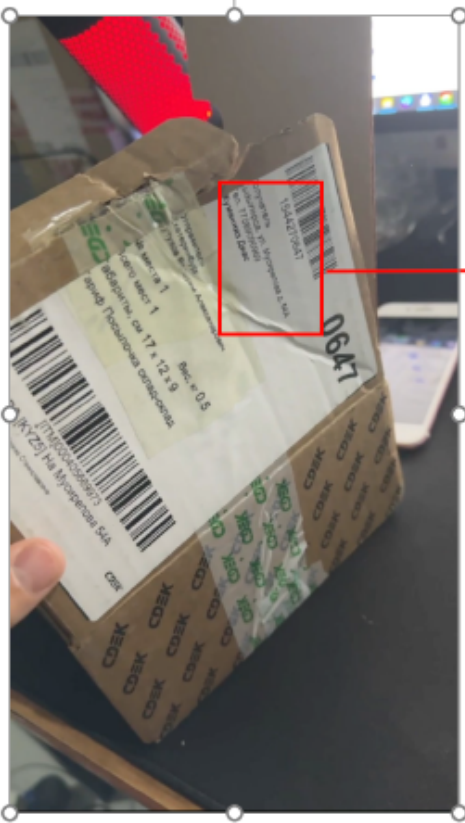
4 48. After payment, the investigator received an email from Amazon confirming that
5 the refund had been processed and received a confirmation of the refund from @amzlove.

6 49. After the investigator received the refund, they accessed the chat history from the
7 order. RBK told Amazon Customer Service that they did not receive the PlayStation Portal
8 Remote Player. Amazon Customer Service asked for a police report for the order, and RBK
9 provided the police report. An Amazon Customer Service associate approved the refund.

10 **F. Amazon’s Investigation of RBK’s Operator**

11 50. Amazon’s extensive investigation identified an individual named Dias
12 Temirbekul Zhumaniyaz as RBK’s primary operator. In concert with the other Defendants,
13 Zhumaniyaz operated RBK, including conducting the fraudulent scheme against Amazon to
14 obtain illicit refunds on behalf of other Defendants.

15 51. Dias Temirbekul Zhumaniyaz is Telegram user “@amzlove,” the administrator of
16 RBK’s Telegram channel. An investigator working for Amazon’s outside counsel identified a
17 Telegram post in the RBK Telegram channel, dated May 5, 2024, regarding a dispute over a
18 computer purchase. @amzlove reposted the complaint in the Telegram channel named
19 “Serjkee,” including a video related to the same incident. A screenshot from the video includes
20 the name “Kumaniyaz Diaz” at the address, Kyzylorda, Musirepova St. 54A. That screenshot is
21 featured below.



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15 52. On May 5, 2024, Telegram user “taar1 agonism” posted in the “Serjkee” channel
16 an image of a shipping receipt matching the same dimensions and date of the disputed package
17 received by @amzlove. A close look at the recipient address indicates that it reads, “Company:
18 Jumaniaz Dias, Full name: Jumaniyaz Diaz, Phone 77089090969³, PVZ: st. Musirepova d.
19 54A,” The top of the shipping label reads, “Kyzylorda, Region of Kazakhstan.” A screenshot of
20 that message is posted below.

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27 ³ Kazakhstan’s telephone country code is +7. Thus, the phone number referenced in the shipping receipt reads +7 (708) 909-0969.

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53. Amazon’s investigators searched various databases and confirmed that Dias Temirbekul Zhumaniyaz was associated with the telephone number +7 (708) 909-0969.⁴ These databases linked that phone number to the translated name “Жұманияз Диас” or “Jumaniyaz Diaz.”

54. Using the translated name and its variations, Amazon’s investigator identified social media accounts and related information for “Dias Zhumaniyaz,” including a Facebook profile for “iaronros.” A search for the “iaronros” username across community forums and

⁴ The defendant also used the number "87089090969."

1 marketplaces identified a December 26, 2023 post by “amzl0ve” on the www.nulled.to platform
2 under the topic of “Refunding Services/RBK Refund | AMAZON/SAMSUNG/DYSON AND
3 OTHER SHOP | 5 YEARS REFUND EXPERIENCE.” The post read:

4
5 HELLO EVERYONE! I have been doing amazon refunds for 5 years now. In 10 months
6 of customer service, I have processed over 900 orders and all of them were completed
7 almost the same day the account was given to me. Also I don't want to point fingers at
8 some services, but many vouchers that they post were made by me))0) With the promo
9 code “nulledtop” discount -5% off (<https://t.me/+z80ny62wzsJmZGJi>) VOUCHES
10 (<https://t.me/amzl0ve>) ANY QUESTIONS

11 55. Amazon's internal investigators used this information to identify login
12 information, including IP addresses located in Kazakhstan, that were used to access Amazon
13 accounts associated with Zhumaniyaz. Amazon connected this same login information to other
14 customers' accounts that obtained fraudulent concessions. The concessions tied to
15 Zhumaniyaz's login information included high-value items such as laptops and drones. Amazon
16 also compared these refunded order IDs to vouches posted on RBK's Telegram channels and
17 located multiple matches, confirming that Zhumaniyaz's login information was directly
18 associated with accounts that obtained fraudulent refunds publicly promoted on RBK's Telegram
19 channels.

20 56. Zhumaniyaz primarily obtained these refunds through social engineering and
21 manipulating shipment tracking information. This activity is consistent with RBK's fraudulent
22 refunding activity and the services advertised on RBK's Telegram channels.

23 57. For instance, on April 23, 2023, a customer account purchased two PowerColor
24 AMD Radeon RX 7900 XT Graphics Cards for \$2,054.43. The same day, an individual logged
25 into the account using an IP address located in Kazakhstan that was used to access one of
26 Zhumaniyaz's accounts. On April 24, 2023, the customer account received a refund for
27 \$2,054.43. On April 24, 2023, RBK posted a vouch of the refund in the Telegram channel. The
products were delivered on April 28, 2023.

1 Order Details

2 Ordered on April 23, 2023 Invoice

3 Shipping Address Payment Method Order Summary

4 Lithuania Mastercard ****

5 Item(s) Subtotal: \$1,639.98

6 Shipping & Handling: \$57.89

7 Total before tax: \$1,697.87

8 Estimated tax to be collected: \$0.00

9 Import Fees Deposit: \$356.56

10 Grand Total: \$2,054.43

11 Refund Total: \$2,054.43

12 Transactions

13 Refund: Processing April 24, 2023 - \$2,054.43


14 Items shipped: April 24, 2023 - MasterCard ending in **** : \$2,054.43

15 Total: \$2,054.43

16 Refunded

17 Please return the item once it's been delivered to you.

18 Refund for this return \$2,054.43

19  PowerColor AMD Radeon RX 7900 XT Graphics Card

20 Sold by: Amazon Export Sales LLC

21 \$819.99

22 Condition: New

23 View return/refund status

24 Archive order

58. Based upon the preceding information, and on information and belief, Dias Temirbekul Zhumaniyaz was a primary operator of RBK.

G. The RBK User Defendants' Role in the Fraudulent Scheme

59. Each of the two known RBK User Defendants played a critical role in conspiring to defraud Amazon. Each Defendant sought out RBK based on its extensive web presence promoting its fraudulent conduct, engaged and conspired with RBK for the purposes of obtaining one or more free products from Amazon, and then actively promoted RBK's success online to expand the scheme's reach.

60. The RBK User Defendants each engaged in the following conduct in furtherance of their role in the fraudulent scheme:

- a. They each subscribed to or monitored RBK's online presence, including RBK's Telegram channels, and, therefore, each saw RBK's clear statements that it was engaged in a fraudulent refund scheme.
- b. They each placed one or more orders from Amazon for products with the intent to commit refund fraud using RBK's refund fraud services.

- c. Conspiring with RBK, they requested and received refunds from Amazon for those products using RBK’s fraudulent method described above, despite the fact that in each instance Amazon delivered those products to the RBK User Defendants. Specific examples of each Defendant’s fraudulent activity in connection with RBK are detailed in Exhibit A to this Complaint and incorporated within the allegations of this Complaint.
- d. They each agreed to the Amazon COU which provides that anyone shopping at Amazon (1) may not misuse the Amazon Services; (2) may use those services “only as permitted by law”; and (3) agrees to accept responsibility for all activities that occur under their account or password.
- e. They each provided or allowed RBK to take one or more vouches for RBK’s fraudulent refund service that RBK used to solicit new members to join the conspiracy to expand its fraudulent activity.


61. Descriptions of each User Defendant’s fraudulent return are included in the attached Exhibit A.

H. Amazon’s Intellectual Property

62. Amazon exclusively owns numerous U.S. trademark registrations and pending applications. These trademarks are a critical component of consumers’ ability to readily identify Amazon products and services—including genuine product return and refund services.

63. The following trademarks and service marks (collectively “Amazon Trademarks”) were unlawfully used to further Defendants’ scheme:

<u>Mark</u>	<u>Registration No.</u> <u>(International Classes)</u>
AMAZON	2,657,226 (Int. Cl. 42) 2,738,837 (Int. Cl. 38) 2,738,838 (Int. Cl. 39) 2,832,943 (Int. Cl. 35) 2,857,590 (Int. Cl. 9) 3,868,195 (Int. Cl. 45) 4,171,964 (Int. Cl. 9)

<u>Mark</u>	<u>Registration No.</u> <u>(International Classes)</u>
	4,533,716 (Int. Cl. 2) 4,656,529 (Int. Cl. 18) 4,907,371 (Int. Cls. 35, 41, 42) 5,102,687 (Int. Cl. 18) 5,281,455 (Int. Cl. 36)
AMAZON.COM	2,078,496 (Int. Cl. 42) 2,167,345 (Int. Cl. 35) 2,559,936 (Int. Cls. 35, 36, 42) 2,633,281 (Int. Cl. 38) 2,837,138 (Int. Cl. 35) 2,903,561 (Int. Cls. 18, 28) 3,411,872 (Int. Cl. 36) 4,608,470 (Int. Cl. 45)
	4,171,965 (Int. Cl. 9) 5,038,752 (Int. Cl. 25)

64. The Amazon Trademarks have been used exclusively and continuously by Amazon and have never been abandoned. The above U.S. registrations for the Amazon Trademarks are valid, subsisting, in full force and effect, and many are incontestable pursuant to 15 U.S.C. § 1065. The registrations for the Amazon Trademarks constitute prima facie evidence of their validity and of Amazon’s exclusive right to use the Amazon Trademarks pursuant to 15 U.S.C. § 1057(b).

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

Civil Conspiracy

(Against All Defendants)

65. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

66. The RBK Operator Defendants and the RBK User Defendants entered into an agreement to deprive and did deprive Amazon through the exploitation of Amazon’s return services with the intent to injure Amazon and its business.

1 67. The RBK Operator Defendants and the RBK User Defendants committed multiple
2 overt acts pursuant to and in furtherance of this conspiracy and agreement.

3 68. The RBK User Defendants agreed to engage in the fraudulent refund scheme
4 orchestrated by the RBK Operator Defendants when they contacted the RBK Operator
5 Defendants via Telegram, or through another platform or storefront, for a refund.

6 69. On information and belief, the RBK User Defendants were aware of each other's
7 involvement through shared participation in the same Telegram channels and through awareness
8 from the vouches posted in the Telegram channels.

9 70. The RBK User Defendants helped to further the fraudulent refund scheme by
10 sharing information or allowing information to be shared regarding successful fraudulent refunds
11 through vouches posted to the Telegram channels, which were available to other users. The
12 RBK User Defendants also furthered the fraudulent refund scheme by agreeing to share a portion
13 of the fraudulent refunds with the RBK Operator Defendants, thereby funding the fraudulent
14 refund scheme.

15 71. On information and belief, upon engaging with the RBK Operator Defendants
16 regarding the operational details of the refunding scheme, the RBK User Defendants knew that
17 the refund scheme was fraudulent and not a legitimate method of obtaining Amazon refunds.

18 72. As a result of the RBK Operator Defendants' and the RBK User Defendants'
19 deception, Amazon approved fraudulent refunds and spent substantial resources on customer
20 support channels that it would not have otherwise spent. If Amazon had known of the fraudulent
21 activity carried out by the fraudulent scheme, Amazon would not have issued refunds or spent
22 numerous resources through its customer support channels. The RBK Operator Defendants and
23 the RBK User Defendants have therefore been unjustly enriched, and Amazon has suffered
24 damage.

SECOND CAUSE OF ACTION

Fraudulent Misrepresentation

(Against All Defendants)

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4 73. Amazon incorporates by reference the factual allegations contained in Sections I–
5 IV as though set forth herein.

6 74. Upon information and belief, the RBK User Defendants authorized the RBK
7 Operator Defendants to make numerous false representations to Amazon, as outlined in Section
8 IV.G and Exhibit A. The RBK Operator Defendants made these statements on behalf of and for
9 the benefit of the RBK User Defendants.

10 75. Between at least December 10, 2024, and March 2, 2025, when working with the
11 RBK User Defendants, the RBK Operator Defendants made numerous false representations to
12 Amazon, including but not limited to: (1) on information and belief, contacting Amazon
13 Customer Service employees posing as the RBK User Defendants; and (2) providing false
14 statements to Amazon Customer Service employees regarding product refunds, submitting false
15 documentation claiming a product was never received, or falsely stating the user had not
16 received the product ordered. The date, time, and manner of each RBK User Defendant’s
17 fraudulent returns and false representations are identified in Exhibit A.

18 76. The RBK Operator Defendants’ representations to Amazon, as outlined in Exhibit
19 A, were material.

20 77. Upon information and belief, the RBK Operator Defendants’ representations to
21 Amazon, as outlined in Exhibit A, were knowingly false or made recklessly without knowledge
22 of the truth of the statement.

23 78. Upon information and belief, the RBK Operator Defendants’ representations were
24 made in an effort to mislead Amazon to believe that Amazon customers were requesting valid
25 returns. And upon information and belief, it was the RBK Operator Defendants’ intent that the
26 misrepresentations should be acted upon by Amazon.

1 79. Amazon reasonably and justifiably relied on the RBK Operator Defendants’
2 representations by processing the RBK User Defendants’ fraudulent refund requests. Amazon
3 did not know of the falsity of the RBK Operator Defendants’ representations. Had the RBK
4 Operator Defendants informed Amazon that each refund request was fraudulent, Amazon would
5 not have approved such requests.

6 80. As a material and direct result of the RBK Operator Defendants’ fraudulent
7 statements, Amazon approved fraudulent refund requests, causing Amazon to suffer damages.

8 **THIRD CAUSE OF ACTION**

9 **Negligent Misrepresentation**

10 **(Against All Defendants)**

11 81. Amazon incorporates by reference the factual allegations contained in Sections I–
12 IV as though set forth herein.

13 82. Upon information and belief, the RBK User Defendants authorized the RBK
14 Operator Defendants to make numerous false representations to Amazon, as outlined in Section
15 IV.G and Exhibit A. The RBK Operator Defendants made these statements on behalf of and for
16 the benefit of the RBK User Defendants.

17 83. Between at least December 10, 2024, and March 2, 2025, when working with the
18 RBK User Defendants, RBK Operator Defendants made numerous false representations to
19 Amazon, including but not limited to: (1) on information and belief, contacting Amazon
20 Customer Service employees posing as the RBK User Defendants; and (2) providing false
21 statements to Amazon Customer Service employees regarding product refunds, submitting false
22 documentation claiming a product was never received, or falsely stating the user had not
23 received the product ordered. The date, time, and manner of each of the RBK User Defendants’
24 fraudulent returns and false representations are identified in Exhibit A.

25 84. The RBK Operator Defendants’ representations to Amazon, as outlined in Exhibit
26 A, were material.

1 85. Upon information and belief, the RBK Operator Defendants' representations to
2 Amazon, as outlined in Exhibit A, were knowingly false or made recklessly without knowledge
3 of the truth of the statement.

4 86. Upon information and belief, the RBK Operator Defendants' representations were
5 made in an effort to mislead Amazon to believe that Amazon customers were requesting valid
6 returns. And upon information and belief, it was the RBK Operator Defendants' intent that the
7 misrepresentations should be acted upon by Amazon.

8 87. Amazon reasonably and justifiably relied on the RBK Operator Defendants'
9 representations by processing the RBK User Defendants' fraudulent refund requests. Amazon
10 did not know of the falsity of the RBK Operator Defendants' representations. Had the RBK
11 Operator Defendants informed Amazon that each refund request was fraudulent, Amazon would
12 not have approved such requests.

13 88. As a material and direct result of the RBK Operator Defendants' representations,
14 Amazon approved fraudulent refund requests, causing Amazon to suffer damages.

15 **FOURTH CAUSE OF ACTION**

16 **Conversion**

17 **(Against All Defendants)**

18 89. Amazon incorporates by reference the factual allegations contained in Sections I-
19 IV as though set forth herein.

20 90. At all times applicable to this dispute, Amazon had a right to possess the refunds
21 fraudulently obtained by Defendants, as reflected in the RBK User Defendants' transaction
22 histories and vouches, identified in Exhibit A.

23 91. All Defendants willfully obtained fraudulent refunds as reflected in the RBK User
24 Defendants' transaction histories and vouches, identified in Exhibit A. This amount includes the
25 portions of the refunds the RBK Operator Defendants obtained from the RBK User Defendants
26 in exchange for their fraudulent services. Amazon did not consent to issuing refunds under these
27

1 fraudulent circumstances. As a result, all Defendants continue to wrongfully exercise control
2 over the refund amounts issued by Amazon.

3 92. Without Amazon's authority, all Defendants have substantially interfered with
4 Amazon's possession of product refunds by knowingly or intentionally preventing Amazon from
5 possession of the refund amounts.

6 93. As a result of Defendants' actions, Amazon has been harmed by the full value of
7 the product refunds. Amazon is entitled to the full value of the product refunds.

8 **FIFTH CAUSE OF ACTION**

9 **Unjust Enrichment**

10 **(Against All Defendants)**

11 94. Amazon incorporates by reference the factual allegations contained in Sections I-
12 IV as though set forth herein.

13 95. The RBK Operator Defendants unjustly received benefits in the form of payments
14 from fraudulent refunds received by the RBK User Defendants in exchange for their deceptive
15 services. The RBK Operator Defendants obtained these benefits at Amazon's expense and
16 through their wrongful conduct, which included their interference with Amazon's business
17 relationships and other unfair business practices. The RBK Operator Defendants continue to
18 unjustly retain these benefits at Amazon's expense. It would be unjust for the RBK Operator
19 Defendants to retain any value they obtained as a result of their wrongful conduct.

20 96. The RBK User Defendants unjustly received benefits in the form of fraudulent
21 refunds. The RBK User Defendants obtained these benefits at Amazon's expense and through
22 their wrongful conduct, which included their interference with Amazon's business relationships
23 and other unfair business practices. The RBK User Defendants continue to unjustly retain these
24 benefits at Amazon's expense. It would be unjust for the RBK User Defendants to retain any
25 value they obtained as a result of their wrongful conduct.

26 97. The RBK Operator Defendants and the RBK User Defendants have been unjustly
27 enriched by their scheme.

1 98. The RBK Operator Defendants' and the RBK User Defendants' actions damaged
2 Amazon, including but not limited to the time and money spent investigating and mitigating
3 unlawful conduct.

4 99. As a result, Amazon is entitled to an accounting and restitution from the RBK
5 Operator Defendants and the RBK User Defendants consisting of the benefit conferred by the
6 revenues derived from Defendants' wrongful conduct at Amazon's expense and all profits
7 derived from that wrongful conduct.

8 100. Amazon is entitled to the establishment of a constructive trust consisting of the
9 benefit conferred upon the RBK Operator Defendants and the RBK User Defendants by the
10 revenues derived from their wrongful conduct at Amazon's expense and all profits derived from
11 that wrongful conduct.

12 101. Amazon is further entitled to full restitution of all amounts by which the RBK
13 Operator Defendants and the RBK User Defendants have been unjustly enriched at Amazon's
14 expense.

15 **SIXTH CAUSE OF ACTION**

16 **In the Alternative, Breach of Contract**

17 **(Against All Defendants)**

18 102. Amazon incorporates by reference the factual allegations contained in Sections I-
19 IV as though set forth herein.

20 103. The RBK User Defendants entered into Amazon's COU by way of creating their
21 Amazon account or placing orders as described in Section IV.G and Exhibit A. The RBK User
22 Defendants established a binding and enforceable contract with Amazon and have therefore
23 accepted and at all relevant times were bound by Amazon's COU.

24 104. The RBK Operator Defendants, by accessing the RBK User Defendants' Amazon
25 accounts as part of their fraudulent scheme, also established a binding and enforceable contract
26 with Amazon and have therefore accepted and at all relevant times were bound by Amazon's
27 COU.

1 105. Amazon fully performed all of its obligations under the COU with the RBK
2 Operator Defendants and the RBK User Defendants or was excused from doing so.

3 106. The RBK Operator Defendants materially breached the COU by, among other
4 actions: (1) accessing the RBK User Defendants' accounts; and (2) circumventing Amazon's
5 policies and procedures concerning order refunds.

6 107. The RBK User Defendants materially breached the COU by, among other actions:
7 (1) misusing Amazon Services; and (2) circumventing Amazon's policies and procedures
8 concerning order refunds.

9 108. By allowing the RBK Operator Defendants to access their accounts, the RBK
10 User Defendants are also responsible for all activities that occurred under their account or
11 password, per the terms of the COU, as described in Section IV.

12 109. The RBK Operator Defendants and the RBK User Defendants' breaches have
13 caused significant harm to Amazon, and Amazon is entitled to damages in an amount to be
14 determined.

15 **SEVENTH CAUSE OF ACTION**

16 **Trademark Infringement (15 U.S.C. § 1114)**

17 **(Against the RBK Operator Defendants)**

18 110. Amazon incorporates by reference the factual allegations contained in Sections I–
19 IV as though set forth herein.

20 111. The RBK Operator Defendants' activities infringe the Amazon Trademarks.

21 112. Amazon advertises, markets, and distributes its products and services using the
22 Amazon Trademarks and uses them to distinguish its products and services from the products
23 and services of others in the same or related fields.

24 113. Because of Amazon's long, continuous, and exclusive use of the Amazon
25 Trademarks, the Amazon Trademarks have come to mean—and are understood by customers,
26 users, and the public to signify—products and services from Amazon.

27

1 114. The RBK Operator Defendants use the Amazon Trademarks in commerce in a
2 manner that is intended or likely to cause, at least initially, confusion, mistake, or deception as to
3 source, origin, or authenticity of the RBK's Telegram channel, RBK's Telegram posts, and
4 RBK's purported services.

5 115. Further, the RBK Operator Defendants' activities are likely to lead Amazon's
6 customers to incorrectly believe, at least initially, that RBK's Telegram channel, RBK's
7 Telegram posts, and RBK's purported services originate with or are authorized by Amazon,
8 thereby harming Amazon.

9 116. At a minimum, the RBK Operator Defendants acted with willful blindness to or in
10 reckless disregard of their lack of authority to use the Amazon Trademarks and the confusion
11 that the use of the Amazon Trademarks had on consumers as to the source, sponsorship,
12 affiliation, or approval by Amazon of the services purportedly provided by RBK Operator
13 Defendants.

14 117. The RBK Operator Defendants are subject to liability, jointly and severally, for
15 the wrongful conduct alleged herein, both directly and under various principles of secondary
16 liability, including without limitation respondeat superior, vicarious liability, and/or contributory
17 infringement.

18 118. The RBK Operator Defendants' wrongful conduct includes the use of the Amazon
19 Trademarks, as well as false and misleading statements about or related to Amazon in connection
20 with RBK's commercial advertising or promotion. Examples of the date, time, and manner of
21 RBK Operator Defendants' false and misleading statements about or related to Amazon are
22 identified in Section IV.D, such as the use of Amazon's logos posted on Telegram above an
23 advertisement stating that the RBK Operator Defendants provide refunds.

24 119. The RBK Operator Defendants have used the Amazon Trademarks to cause
25 confusion, mistakes, or to deceive customers. On information and belief, the RBK Operator
26 Defendants' conduct initially misleads and confuses Amazon customers as to the authenticity of
27 the services advertised, marketed, or offered in connection with Amazon Trademarks, diverting

1 them from Amazon’s genuine return process. For example, Amazon customers may initially
2 believe the RBK Operator Defendants offer legitimate Amazon refund services after reading the
3 statement that the RBK Operator Defendants provide refunds.

4 120. The RBK Operator Defendants’ acts constitute willful false statements in
5 connection with goods and/or services distributed in interstate commerce, in violation of 15
6 U.S.C. § 1125(a).

7 121. As a result of the RBK Operator Defendants’ wrongful conduct, Amazon is
8 entitled to recover its actual damages, the RBK Operator Defendants’ profits attributable to the
9 infringement, and treble damages and attorneys’ fees pursuant to 15 U.S.C. § 1117(a)–(b). The
10 amount of money due from the RBK Operator Defendants to Amazon is unknown to Amazon
11 and cannot be ascertained without a detailed accounting. Alternatively, Amazon is entitled to
12 statutory damages under 15 U.S.C. § 1117(c).

13 122. Amazon is further entitled to injunctive relief, as set forth in the Prayer for Relief
14 below. Amazon has no adequate remedy at law for the RBK Operator Defendants’ wrongful
15 conduct because, among other things: (a) the Amazon Trademarks are unique and valuable
16 property; (b) the RBK Operator Defendants’ infringement constitutes harm to Amazon’s
17 reputation and goodwill such that Amazon could not be made whole by any monetary award;
18 (c) if the RBK Operator Defendants’ wrongful conduct is allowed to continue, the public is likely
19 to become further confused, mistaken, or deceived as to the source, origin, or authenticity of the
20 services being offered by RBK’s Telegram channel and posts; and (d) the RBK Operator
21 Defendants’ wrongful conduct and the resulting harm to Amazon is continuing.

EIGHTH CAUSE OF ACTION

False Designation of Origin, Sponsorship, Approval, or Association, and False Advertising

(15 U.S.C. § 1125(a))

(Against the RBK Operator Defendants)

123. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

124. Amazon advertises, markets, and distributes its products and services using the Amazon Trademarks, and it uses these trademarks to distinguish its products and services from the products and services of others in the same or related fields.

125. Because of Amazon’s long, continuous, and exclusive use of the Amazon Trademarks, they have come to mean and are understood by customers, end users, and the public to signify products and services from Amazon.

126. Amazon has also designed distinctive and aesthetically pleasing displays, logos, icons, and graphic images (collectively, “Amazon designs”) for its websites.

127. The RBK Operator Defendants’ wrongful conduct includes the use of the Amazon Trademarks, Amazon’s name, or imitation designs (specifically displays, logos, icons, and/or graphic designs virtually indistinguishable from the Amazon designs), and false statements regarding Amazon and its products or services in connection with the RBK Operator Defendants’ commercial advertising or promotion. Examples of the date, time, and manner of the RBK Operator Defendants’ false and misleading statements about or related to Amazon are identified in Section IV.D, such as the use of Amazon’s logos posted on Telegram above an advertisement that the RBK Operator Defendants provide refunds.

128. The RBK Operator Defendants have used the Amazon Trademarks, Amazon’s name, and/or imitation designs in a manner that is intended or likely to cause confusion, to cause a mistake, or to deceive customers. On information and belief, the RBK Operator Defendants’ wrongful conduct initially misleads and confuses Amazon customers as to the origin of, approval of, and authenticity of the goods and services advertised, marketed, offered, or distributed in

1 connection with Amazon’s Trademarks, name, and imitation visual designs, and wrongfully
2 trades upon Amazon’s goodwill and business reputation.

3 129. The RBK Operator Defendants’ acts constitute willful false statements in
4 connection with goods and/or services distributed in interstate commerce, in violation of 15
5 U.S.C. § 1125(a).

6 130. The RBK Operator Defendants are subject to liability for the wrongful conduct
7 alleged herein, both directly and under various principles of secondary liability, including
8 without limitation respondeat superior, vicarious liability, and/or contributory infringement.

9 131. Amazon is further entitled to injunctive relief, as set forth in the Prayer for Relief
10 below. The RBK Operator Defendants’ acts have caused irreparable injury to Amazon. The
11 injury to Amazon is and continues to be ongoing and irreparable. An award of monetary
12 damages cannot fully compensate Amazon for its injuries, and Amazon lacks an adequate
13 remedy at law.

14 132. As a result of the RBK Operator Defendants’ wrongful conduct, Amazon is
15 entitled to recover its actual damages, the RBK Operator Defendants’ profits, and treble damages
16 and attorneys’ fees pursuant to 15 U.S.C. § 1117(a)–(b). The amount of money due to Amazon
17 is unknown and cannot be ascertained without a detailed accounting by the RBK Operator
18 Defendants.

19 **VI. PRAYER FOR RELIEF**

20 WHEREFORE, Amazon respectfully prays for the following relief:

21 A. That the Court enter judgment in favor of Amazon on all claims;

22 B. That the Court issue an order permanently enjoining all Defendants, their officers,
23 agents, representatives, employees, successors and assigns, and all others in active concert or
24 participation with them from:

- 25 (i) Making any statement of an affiliation or connection to Amazon in
26 connection with any offer, survey, commercial email, marketing
27 campaign, or website;

- 1 (ii) Opening, acquiring, or using any Amazon account to order any product or
2 service, and from claiming any refund or concession from Amazon;
- 3 (iii) Using or interacting with any Telegram, Nulled, or other private channel
4 media platforms, accounts, servers, or channels affiliated with the
5 fraudulent refund scheme;
- 6 (iv) Creating any new Telegram, Nulled, or other private channel media
7 platforms, accounts, servers, or channels affiliated with the fraudulent
8 refund scheme; and
- 9 (v) Engaging in any and all of the activity alleged herein, any acts causing any
10 of the injury complained of, and any acts assisting, aiding or abetting any
11 other persons or business entities in engaging in or performing any of the
12 activity complained of herein or from causing any of the injury
13 complained of herein.

14 C. That the Court issue an order permanently enjoining the RBK Operator
15 Defendants, their officers, agents, representatives, employees, successors and assigns, and all
16 others in active concert or participation with them from:

- 17 (i) Using the Amazon Trademarks in connection with any offer, survey,
18 commercial email, marketing campaign, or website;
- 19 (ii) Using any other indication of Amazon's brand in connection with any offer,
20 survey, commercial email, marketing campaign, or website; and
- 21 (iii) Assisting, aiding, or abetting any other person or business entity in engaging
22 in or performing any of the activities referred to in subparagraphs (i) through
23 (ii) above.

24 D. That the Court enter an order requiring Defendants to provide Amazon a full and
25 complete accounting of all gross and net amounts earned in connection with the scheme alleged
26 in this Complaint;

27

1 E. That Defendants' profits from the unlawful scheme alleged in this Complaint be
2 disgorged pursuant to 15 U.S.C. § 1117(a);

3 F. That the Court enter an order requiring Defendants to disgorge the full value of
4 the product refunds pursuant to Washington law or otherwise allowed by law and declaring that
5 Defendants hold in trust, as constructive trustees for the benefit of Amazon, their illegal profits
6 gained from this fraudulent scheme.

7 G. That the highest market value of the replacement products between the time of
8 conversion and the date of Amazon's Complaint for Damages and Injunctive Relief be disgorged
9 pursuant to Washington law or otherwise allowed by law.

10 H. That Defendants, jointly and severally, be required to pay all general, special,
11 actual, and statutory damages which Amazon has sustained or will sustain as a consequence of
12 Defendants' unlawful acts, including for unjust enrichment, and that such damages be enhanced,
13 doubled, or trebled as provided for by 15 U.S.C. § 1117(a)–(b) or otherwise allowed by law;

14 I. That Defendants be required to pay the costs of this action and Amazon's
15 reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C.
16 § 1117 or otherwise allowed by law;

17 J. That Defendants be required to pay restitution to Amazon in an amount equal to
18 their unjust enrichment; and

19 K. That the Court grant Amazon such other, further, and additional relief as the
20 Court deems just and equitable.

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1 DATED this 14th day of April, 2026.

2 Davis Wright Tremaine LLP
3 Attorneys for AMAZON.COM, INC.,
4 AMAZON.COM SERVICES LLC, AND
5 AMAZON TECHNOLOGIES, INC.

6 s/ Bonnie MacNaughton

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