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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AMAZON.COM, INC., a corporation,

Defendant.

Civil Action No. 2:23-cv-0932

**COMPLAINT FOR PERMANENT
INJUNCTION, CIVIL
PENALTIES, MONETARY
RELIEF, AND OTHER
EQUITABLE RELIEF**

Plaintiff, the Federal Trade Commission (“FTC” or “the Commission”), alleges:

1. Plaintiff brings this action under Sections 5(a), 5(m)(1)(A), 13(b), 16(a), and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 45(m)(1)(A), 53(b), 57b, and the Restore Online Shoppers’ Confidence Act, (“ROSCA”), 15 U.S.C. § 8404, which authorize the FTC to seek, and the Court to order, permanent injunctive relief, restitution, civil penalties, and other equitable relief for Defendant’s acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and Section 4 of ROSCA, 15 U.S.C. § 8403.

SUMMARY OF CASE

1
2 2. For years, Defendant Amazon.com, Inc. (“Amazon”) has knowingly duped
3 millions of consumers into unknowingly enrolling in its Amazon Prime service (“Nonconsensual
4 Enrollees” or “Nonconsensual Enrollment”). Specifically, Amazon used manipulative, coercive,
5 or deceptive user-interface designs known as “dark patterns” to trick consumers into enrolling in
6 automatically-renewing Prime subscriptions.

7 3. The Nonconsensual Enrollment problem was well known within Amazon. [REDACTED]

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 4. In a draft memorandum [REDACTED]

14 [REDACTED]
15 [REDACTED]

16 5. Some Amazon employees pushed the company executives responsible for
17 Prime—including Neil Lindsay (“Lindsay”), Russell Grandinetti (“Grandinetti”) and Jamil
18 Ghani (“Ghani”)—to address Nonconsensual Enrollment and make changes so that Amazon
19 would not be tricking its customers. [REDACTED]

20 [REDACTED]
21 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 6. [REDACTED]

4 Amazon and its leadership—including Lindsay, Grandinetti, and Ghani—slowed, avoided, and
5 even undid user experience changes that they knew would reduce Nonconsensual Enrollment
6 because those changes would also negatively affect Amazon’s bottom line. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 7. For years, Amazon also knowingly complicated the cancellation process for
10 Prime subscribers who sought to end their membership. Under significant pressure from the
11 Commission—and aware that its practices are legally indefensible—Amazon substantially
12 revamped its Prime cancellation process for at least some subscribers shortly before the filing of
13 this Complaint. However, prior to that time, the primary purpose of the Prime cancellation
14 process was not to enable subscribers to cancel, but rather to thwart them. Fittingly, Amazon
15 named that process “Iliad,” which refers to Homer’s epic about the long, arduous Trojan War.
16 Amazon designed the Iliad cancellation process (“Iliad Flow”) to be labyrinthine, and Amazon
17 and its leadership—including Lindsay, Grandinetti, and Ghani—slowed or rejected user
18 experience changes that would have made Iliad simpler for consumers because those changes
19 adversely affected Amazon’s bottom line.

20 8. As with Nonconsensual Enrollment, the Iliad Flow’s complexity resulted from
21 Amazon’s use of dark patterns—manipulative design elements that trick users into making
22 decisions they would not otherwise have made.

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JURISDICTION AND VENUE

1
2 9. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a),
3 and 1345.

4 10. Venue is proper in this District under 28 U.S.C. § 1391(b)(2), (b)(3), (c)(1),
5 (c)(2), (c)(3), and (d), and 15 U.S.C. § 53(b).

6 **PLAINTIFF**

7 11. The FTC is an independent agency of the United States Government created by
8 the FTC Act, which authorizes the FTC to commence this district court civil action by its own
9 attorneys. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act,
10 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce.
11 The FTC also enforces ROSCA, 15 U.S.C. §§ 8401-8405, which prohibits the sale of goods or
12 services on the Internet through negative option marketing without meeting certain requirements
13 for disclosure, consent, and cancellation to protect consumers. A negative option is an offer in
14 which the seller treats a consumer’s silence—*i.e.*, their failure to reject an offer or cancel an
15 agreement—as consent to be charged for goods and services. 16 C.F.R. § 310.2(w).

16 **DEFENDANT**

17 12. Defendant Amazon transacts and has transacted business in this District and
18 throughout the United States. It is one of the world’s largest online retailers, and is
19 headquartered in Seattle, Washington, with its principal place of business at 410 Terry Avenue
20 North, Seattle, Washington 98109.

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1 13. At all times relevant to this Complaint, acting alone or in concert with others,
2 Amazon advertised, marketed, distributed, or sold a paid subscription service, Prime, that gives
3 subscribers throughout the United States access to additional services otherwise unavailable or
4 available only at an additional charge to other consumers. Among other things, these premium
5 services include expedited “free” delivery of merchandise from Amazon’s vast online
6 marketplace, streaming content, and grocery delivery.

7 **COMMERCE**

8 14. At all times relevant to this Complaint, Amazon has maintained a substantial
9 course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act,
10 15 U.S.C. § 44.

11 **DEFENDANT’S BUSINESS ACTIVITIES**

12 15. Consumers pay \$139 per year or \$14.99 monthly to subscribe to Prime. Prime
13 subscription fees account for \$25 billion of Amazon’s annual revenue.

14 16. Approximately 70% of Amazon’s revenue comes from American consumers.

15 17. Subscribers are critical to Amazon’s overall ecommerce business because Prime
16 subscribers spend more than [redacted] as much shopping on Amazon as compared to non-
17 Prime shoppers.

18 18. Consequently, one of Amazon’s primary business goals—and *the* primary
19 business goal of Prime—is increasing subscriber numbers.

20 19. Within Amazon’s corporate structure, the Prime organization or department
21 (“Prime Organization”) operates Prime. Amazon evaluates the Prime Organization’s
22 performance based on the [redacted].

Typical Prime Enrollment Experiences

20. Consumers can subscribe to Prime through multiple pathways including through Amazon devices (like the Amazon Fire TV streaming device), while using Prime Video, or through Prime’s unique webpage (“Prime Central”). However, [REDACTED] subscriptions occur through the Amazon shopping checkout process.

21. The basic consumer checkout enrollment experience proceeds as follows on both desktop and mobile devices. Consumers who are not Prime members visit Amazon’s website—www.Amazon.com—to shop. They place items in their cart, and then provide (or confirm) their billing and address information. They then select a large orange “Continue” button, which typically appears in the lower right corner of the page, and move through additional pages to proceed with their purchase. Finally, consumers either complete their order by purchasing the items in their cart or abandon their cart.

22. Amazon presents all consumers who are not Prime subscribers with at least one opportunity (also known as an “upsell”)—and often several opportunities—to join Prime before those consumers place their order on the final checkout page. Amazon has two primary types of upsells that enroll consumers: interstitials and non-interstitials. An interstitial is a page that interrupts consumers’ online shopping experience by appearing before the page that consumers seek to access in the first place. In contrast, non-interstitial upsells are elements imbedded within checkout pages, including shipping-option selection and payment pages.

1 23. On desktop devices, Amazon has several Prime upsells: an interstitial upsell
2 called the [REDACTED] and three non-interstitial upsells called the
3 [REDACTED] [REDACTED] [REDACTED]
4 [REDACTED] On mobile devices, Prime upsells mirror those on desktop, and include
5 the [REDACTED].

6 24. [REDACTED] on Desktop. Amazon calls the Prime interstitial upsell the [REDACTED]
7 [REDACTED]. Although the [REDACTED] has changed over time, it generally interrupts
8 consumers' online shopping experience by presenting them with a prominent button to enroll in
9 Prime and a comparatively inconspicuous link to decline. Consumers cannot avoid the [REDACTED].
10 The upsell forces consumers to select either the button or the link to proceed to checkout. *See*
11 Attachments A–D.

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 25. The [REDACTED] orange button, which enrolls a consumer in Prime if clicked, is
16 located toward the bottom right of the screen and often includes language referencing “free
17 shipping” or a “free trial.” [REDACTED]

18 [REDACTED] *See Attachment A* [REDACTED]

19 [REDACTED] *See Attachment B*. [REDACTED]

20 [REDACTED] *See*

21 Attachments C and D. [REDACTED]

1 [redacted] *see Attachment A and B,* [redacted]

2 [redacted] *see Attachments C and D,* [redacted]

3 26. If a consumer clicks the orange button, Amazon enrolls the consumer in a Prime
4 free trial, [redacted]

5 27. The [redacted]'s blue link, which declines the Prime membership if clicked, [redacted]

6 [redacted] includes language that the consumer will not receive
7 "free shipping." [redacted]

8 [redacted] *see Attachment A,* [redacted]

9 [redacted] *see Attachment B.* [redacted]

10 [redacted] *See*

11 *Attachment C.* [redacted] *See Attachment D.*

12 28. [redacted]

13 [redacted]

14 [redacted] *See Attachments A–D.*

15 29. The [redacted] does not adequately disclose the price of the monthly auto-renewal
16 feature of Prime. [redacted]

17 [redacted]. *See Attachments A–D.*

18 30. [redacted]

19 [redacted]

20 [redacted]

21 [redacted]

22

23

1 [Redacted]

2 [Redacted]

3 (a) [Redacted]

4 [Redacted]

5 [Redacted] See Attachment E.

6 [Redacted]
7 [Redacted]
8 [Redacted]

9 (b) [Redacted]

10 [Redacted] Attachment E [Redacted]

11 [Redacted]

12 [Redacted]

13 [Redacted] See Attachment E.

14 [Redacted]
15 [Redacted]
16 [Redacted]
17 [Redacted]
18 [Redacted]
19 [Redacted]
20 [Redacted]

21 (c) [Redacted]

22 [Redacted]

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1 [REDACTED] See Attachment E. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 (d) [REDACTED]

5 [REDACTED]

6 [REDACTED] See Attachment E.

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 (e) [REDACTED]

11 [REDACTED]

12 [REDACTED] See Attachment E.

13 (f) [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED] See

17 Attachment E.

18 31. [REDACTED]

19 [REDACTED]

20 (a) [REDACTED]

21 [REDACTED]

22 [REDACTED]

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1 [REDACTED]

2 [REDACTED] See Attachment F.

3 (b) [REDACTED]

4 [REDACTED]

5 [REDACTED] See Attachment F.

6 (c) [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED] See Attachment F.

11 (d) [REDACTED]

12 [REDACTED]

13 [REDACTED] . See Attachment F.

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 32. Separate from the [REDACTED], various Prime upsells appear as elements within the
22 online checkout flow, which itself appears in various versions to consumers depending on factors

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1 (i.e., whether a consumer has previously declined a Prime upsell). [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 33. [REDACTED] on Desktop. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 34. [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]. See Attachment G, at 3–4. [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]. See Attachment G, at 4.

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35. [Redacted]

[Redacted]

[Redacted]

[Redacted] *See Attachment G, at 5.*

36. [Redacted]

[Redacted]

[Redacted]

[Redacted] *See Attachment G, at 6.* [Redacted]

[Redacted]

[Redacted]

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[REDACTED]

[REDACTED]

37. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Attachment G, at 7.

38. [REDACTED]

[REDACTED]

[REDACTED] See Attachment G, at 7. [REDACTED]

[REDACTED]

[REDACTED]

39. [REDACTED]

[REDACTED]

[REDACTED]

40. [REDACTED] on Desktop. [REDACTED]

[REDACTED]

[REDACTED]

1 [REDACTED]

2 [REDACTED]

3 41. [REDACTED]

4 [REDACTED]

5 [REDACTED] See Attachment H, at 3–4.

6 42. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 43. [REDACTED]

12 [REDACTED] See Attachment H, at 5. [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

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[REDACTED]

44. [REDACTED]

[REDACTED]

[REDACTED] See Attachment H,

at 5.

45. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Attachment H, at 5.

[REDACTED]

46. [REDACTED]

[REDACTED] See Attachment H, at 5.

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47. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Attachment H, at 6.

48. [REDACTED]

[REDACTED]

49. [REDACTED] on Desktop. [REDACTED]

[REDACTED] See Attachments I-K.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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50. [REDACTED]

[REDACTED]

[REDACTED]

51. [REDACTED]

[REDACTED] *Compare*

Attachment I with Attachments J and K.

52. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *See Attachment*

I, at 3. [REDACTED]

[REDACTED]

[REDACTED]

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53. [REDACTED]

[REDACTED] See Attachment K, at 4.

[REDACTED]

54. [REDACTED]

[REDACTED] See Attachment I, at 4. [REDACTED]

[REDACTED]

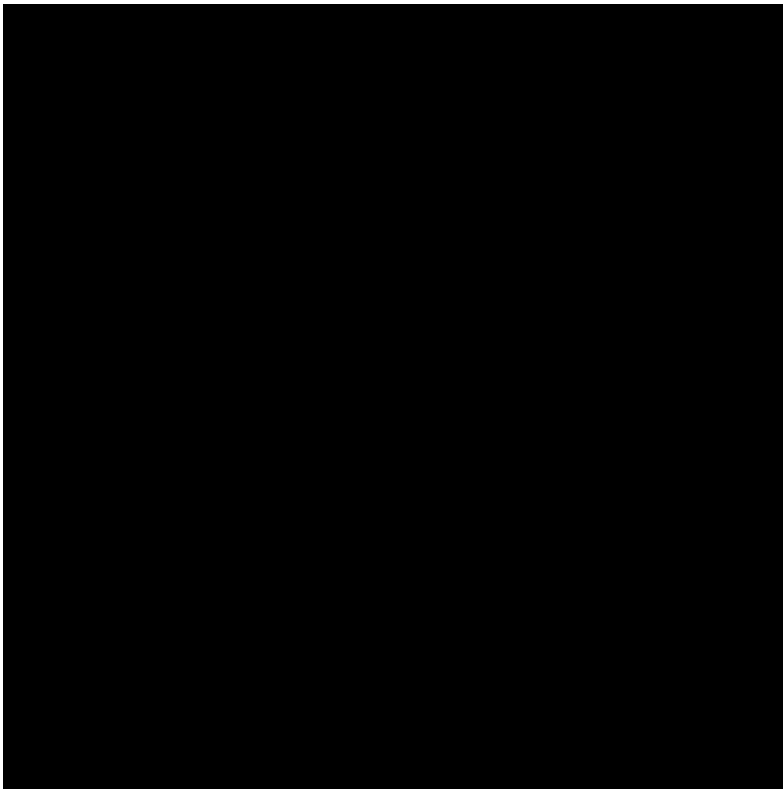
55. [REDACTED]

[REDACTED]

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[REDACTED] See Attachment I, at 4.

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56. [Redacted]

[Redacted] See Attachment I, at 4.

57. [Redacted]

[Redacted] See Attachment I, at 4. [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[REDACTED]

58. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *See Attachment I*, at 5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

59. [REDACTED]

[REDACTED] *See Attachment I*, at 4. [REDACTED]

[REDACTED]

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[Redacted]

[Redacted]

[Redacted]

60. [Redacted]

[Redacted]

[Redacted] See Attachment J, at 7. [Redacted]

[Redacted]

[Redacted]

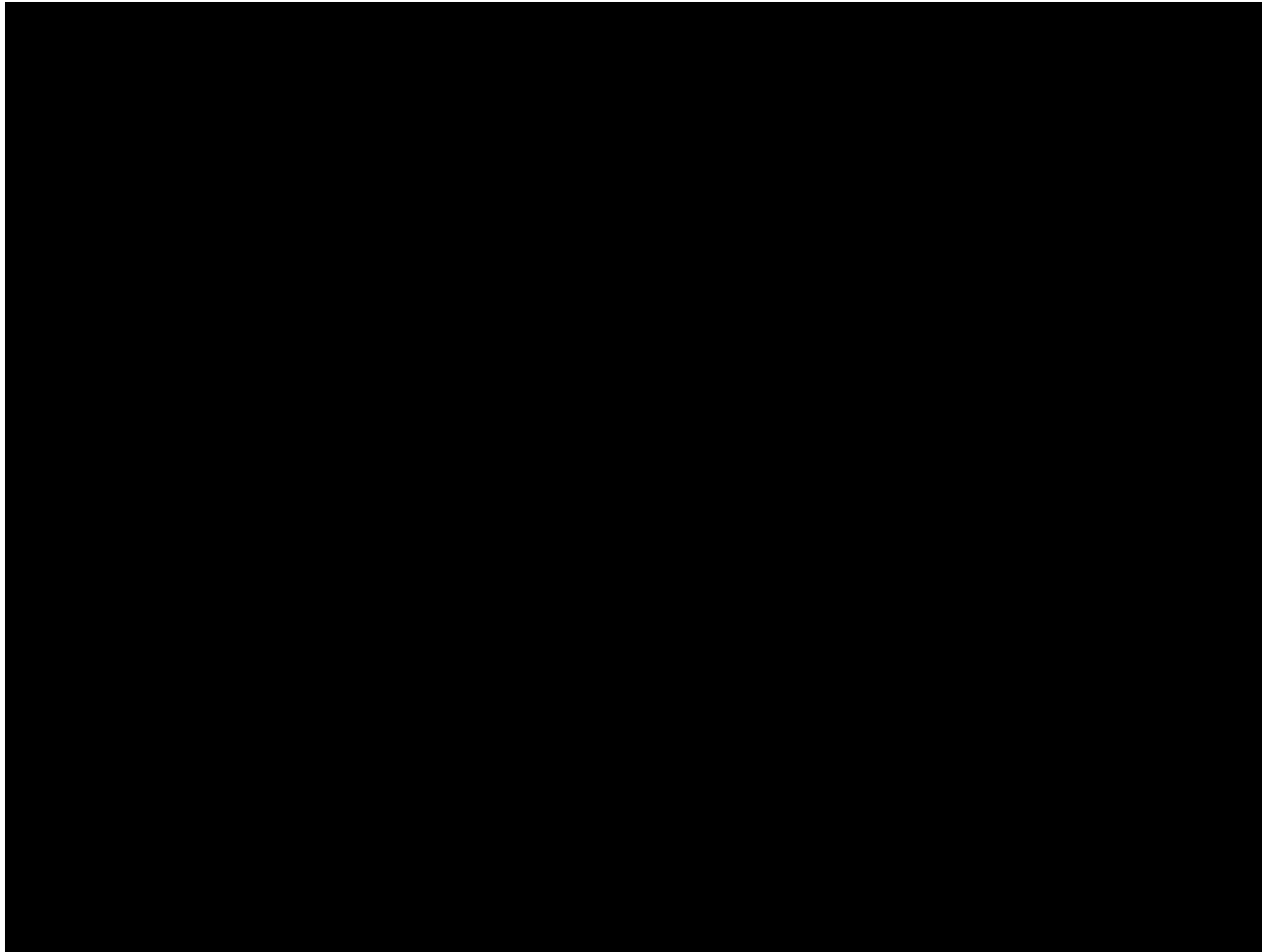
[Redacted] See

Attachment J, at 7.

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61. [Redacted]

[Redacted] See Attachment K, at 5.

62. [Redacted]

[Redacted] See Attachment J, at 8. [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[REDACTED]

[REDACTED] See Attachment J, at 8.

[REDACTED]

63. [REDACTED], Prime upsells on the mobile checkout flow have mirrored those on desktop checkout, and have included the [REDACTED].

64. Navigating Prime upsells on mobile devices is more difficult than on a desktop. Amazon often places material terms such as price and auto-renewal terms at the very bottom of the mobile page—past the point viewable on the screen unless the consumer scrolls down—where consumers are least likely to see this information. On mobile devices, consumers are also more likely to select a prominent option without scrutinizing fine print.

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65. Mobile (Past). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

66. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Attachment L, at 4.

[REDACTED]

67. [REDACTED]

[REDACTED] See Attachment L, at 5-6. [REDACTED]

[REDACTED]

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68. [REDACTED]

[REDACTED] See

Attachment L, at 7. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

69. [REDACTED]

[REDACTED]

[REDACTED] See Attachment L, at 7.

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70. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Attachment L, at 8.

71. The [REDACTED] on mobile devices contained similar problematic elements as the [REDACTED] on desktop.

72. The [REDACTED] on mobile [REDACTED] required consumers to either accept or decline a Prime subscription before allowing them to continue shopping. See

Attachment M. [REDACTED]

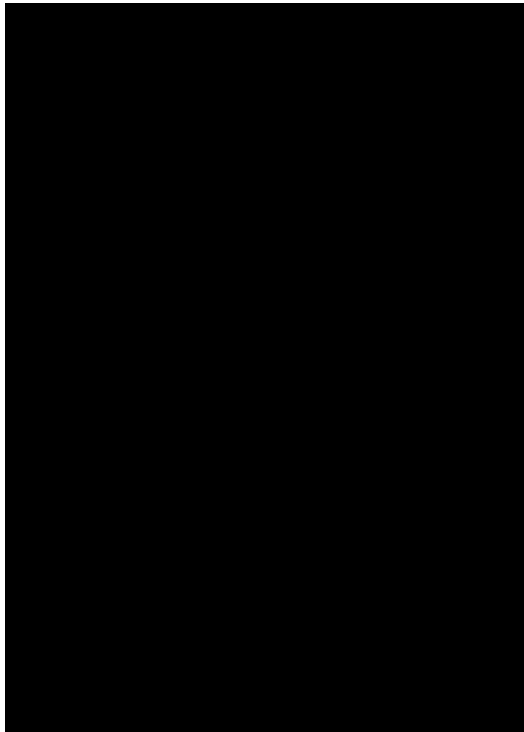
[REDACTED]

[REDACTED]

[REDACTED]

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73. The [redacted] on mobile also contained similar problematic elements as [redacted] on desktop.

74. [redacted]
[redacted]

[redacted] See Attachment N, at 3-4. [redacted]

[redacted] See Attachment N, at 5-6.

75. [redacted]
[redacted]
[redacted]
[redacted]

See Attachment N, at 7. [redacted]

1 [REDACTED]

2 [REDACTED]

3 76. [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 See Attachment N, at 8. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 77. **Mobile (Current)**. In 2022, Amazon [REDACTED]

11 [REDACTED]

12 78. The current mobile upsells contain many of the same problematic elements as the
13 [REDACTED]—including misleading language and manipulative designs—which lead
14 consumers to enroll in Prime without their consent.

15 79. Consumers using mobile devices to navigate to Amazon.com can select a product
16 by clicking a large yellow button (“Add to Cart”), and continue shopping, or a large orange
17 button (“Buy Now”) to proceed directly to the checkout. See Attachment O, at 1. Consumers
18 who continue shopping add additional products to their cart by clicking the large yellow “Add to
19 Cart” button, until they finish and choose another large yellow button (“Proceed to checkout”),
20 which takes the consumer to the next step. See Attachment O, at 2.

21

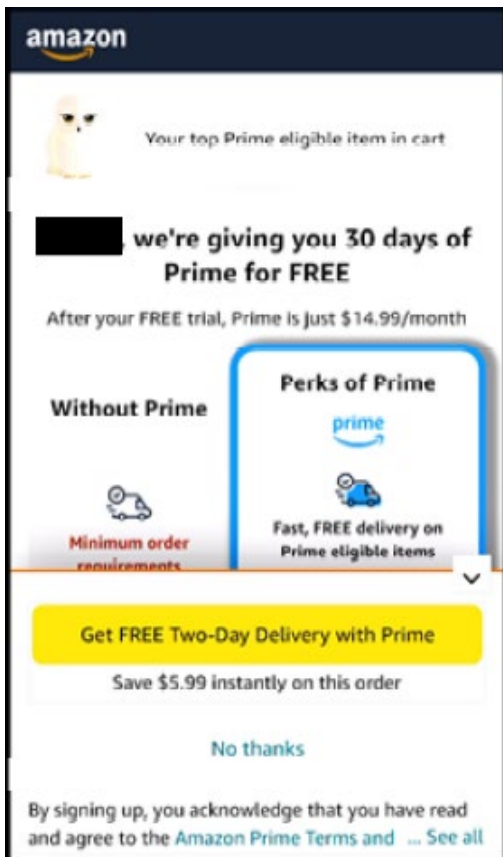
22

23

1 80. At this point, the consumer signs in (if the consumer has not already) and clicks a
2 large yellow “Continue” button to proceed to a mobile [REDACTED]. Consumers who have already
3 signed in proceed directly to the mobile [REDACTED].

4 81. Consumers without an account must create one before reaching the mobile [REDACTED].
5 Creating an account involves four steps: entering an email address, creating a password, and
6 adding an address and a payment method. See Attachment O, at 3-4. Completing these steps
7 takes the consumer to the mobile [REDACTED].

8 82. When a consumer reaches the mobile [REDACTED], Amazon divides the page, with a
9 footer (sometimes known as a “sticky footer”) that occupies the screen’s bottom half, rendering
10 only a portion of the top half visible unless the consumer scrolls down. See Attachment O, at 5.



1 83. At the top of the mobile [REDACTED], Amazon informs the consumer that “we’re giving
2 you 30 days of Prime for FREE.” See Attachment O, at 5. Smaller text below reads: “After
3 your FREE trial, Prime is just \$14.99/month,” but does not reference Prime’s auto-renewal
4 feature. Consumers can view this section without scrolling.

5
6 [REDACTED], we're giving you 30 days of
7 **Prime for FREE**
8 After your FREE trial, Prime is just \$14.99/month

9 84. The sticky footer on the lower half of the screen contains double-stacked buttons:
10 the top yellow “Get FREE Two-Day Delivery with Prime” button and an image appearing to be a
11 gray lower button labelled “Save \$5.99 instantly on this order.” See Attachment O, at 5.
12 Amazon enrolls consumers who click the yellow button in Prime. As such, a consumer can
13 enroll in Prime without viewing the portion of the page that the sticky footer hides.

14
15 Get FREE Two-Day Delivery with Prime
16 Save \$5.99 instantly on this order
17 No thanks

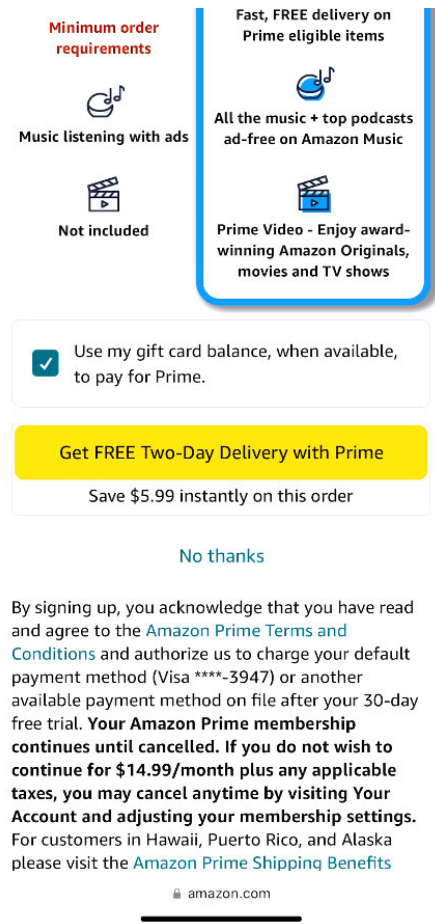
1 85. If a consumer scrolls down, Amazon shows consumers a table comparing the
2 “Perks of Prime” with “Without Prime.” See Attachment O, at 5. For instance, perks of Prime
3 include “Fast, FREE delivery on Prime eligible items,” “[a]ll the music + top podcasts ad-free on
4 Amazon Music,” and “Prime Video – Enjoy award-winning Amazon Originals, movies and TV
5 shows” whereas without Prime, a consumer has “[m]inimum order requirements,” “[m]usic
6 listening with ads,” and Prime Video “[n]ot included.”



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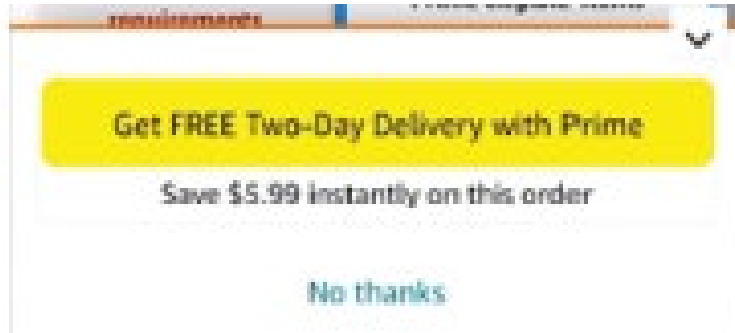
86. The following text is visible at the bottom of the sticky footer, in the smallest type on the screen: “By signing up, you acknowledge that you have read and agree to the Amazon Prime Terms and . . . See all.” See Attachment O, at 5. If the consumer continues scrolling, additional information about Prime’s “Terms and Conditions” and “Shipping Benefits” becomes visible in small text beneath the “No thanks” link. A sentence in the middle of this additional text reads: “Your Amazon Prime membership continues until cancelled. If you do not wish to continue for \$14.99/month plus any applicable taxes, you may cancel anytime by visiting Your Account and adjusting your membership settings.”



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1 87. If a consumer clicks the downward arrow on the top right of the sticky footer,
2 Amazon also reveals the additional text beneath the “No thanks” link. The arrow is adjacent to
3 the yellow “Get Free Two-Day Delivery with Prime” button that will enroll the consumer in
4 Prime. If a consumer clicks the button while attempting to click the adjacent sticky footer arrow,
5 Amazon enrolls the consumer in Prime.



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11 88. Consumers cannot view the full text beneath the “No thanks” link without
12 scrolling or clicking the sticky footer arrow. However, consumers can enroll in Prime by
13 selecting the large yellow “Get FREE Two-Day Delivery with Prime” button without scrolling.
14 *See Attachment O*, at 5.

15 89. Consumers can proceed with their purchase if they select either the yellow button
16 or the blue “No thanks” link. *See Attachment O*, at 5.

17 90. If the consumer selects the yellow “Get FREE Two-Day Delivery with Prime”
18 button, Amazon brings the consumer to a final page with a yellow “Place your order” button and
19 “Congratulations, your Prime free trial has started! We’ll email you about all Prime benefits”
20 underneath. Therefore, Amazon enrolls the consumer in Prime before the consumer has even
21 placed the order. The final page of the flow also contains an “Order Total” that does not include
22 Prime’s price. *See Attachment O*, at 6.

1 91. On this final page, the consumer can change or confirm shipping and billing
2 information, remove products from the cart, and make other changes such as adding gift receipts
3 or providing delivery instructions. *See Attachment O*, at 6. The consumer can also select a
4 shipping method.

5 92. The yellow button labelled “Place your Order” allows consumers to make their
6 purchase. *See Attachment O*, at 6. Prime’s price and auto-renewal feature do not appear on the
7 page, the consumer cannot remove Prime, and the consumer cannot back up and choose “No
8 thanks” to Prime on the prior page.

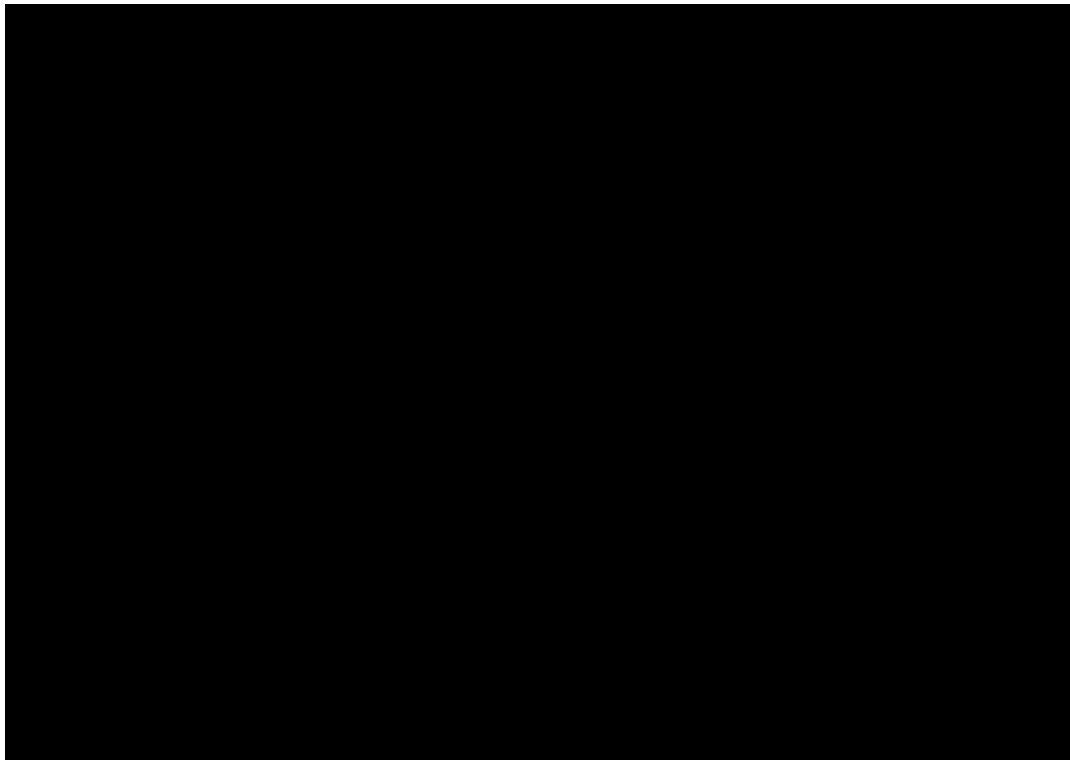
9 93. In each pathway ([REDACTED], and mobile), Amazon fails to
10 provide clear and conspicuous disclosures regarding the Prime subscription program’s material
11 terms: its price, and the fact that it renews automatically unless the consumer affirmatively
12 cancels. Furthermore, in each pathway [REDACTED], and mobile), Amazon
13 does not provide any disclosures at all before Amazon collects billing information from
14 consumers.

15 94. **Prime Video.** Prime Video is a distinct product from Prime. Specifically, Prime
16 Video is a subscription-based video streaming service. Although it is possible to sign up for
17 Prime Video alone, it is difficult to do so.

18 95. Amazon’s webpage tricked consumers into signing up for Prime instead of Prime
19 Video, which would be a lower-cost option.

20 96. In particular, Amazon initially offers Prime Video as part of the full, more
21 expensive Prime package to consumers who reach the Prime Video homepage (or “storefront”)
22 to enroll in Prime Video. *See Attachment P*, at 1.

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97. Capitalizing on some consumers' inability to appreciate the difference between "Prime" and "Prime Video," the Prime Video enrollment process fails to clarify Amazon will enroll them in Prime rather than the less expensive Prime Video, on both desktop and mobile platforms. This causes some consumers to enroll in Prime, rather than Prime Video, unknowingly.

98. Consumers can reach the Prime Video storefront through various ways, including by searching "Prime Video" in an online search engine or the Amazon search bar.

99. The initial Prime Video storefront displays the Prime Video logo at the top and an orange button labelled "Watch with Prime. Start your 30-day free trial." *See Attachments P and V.*

1 100. Amazon brings consumers who press the orange button to a second page and
2 prompts them to sign in (if they have an Amazon account) to confirm billing information, or to
3 create an account and submit billing information. This page also contains small print links to the
4 Amazon Prime Conditions of Use and Privacy Notice at the bottom of the page. *See Attachment*
5 *V*, at 2-5.

6 101. Amazon does not, to this point, present the consumer with any marketing
7 regarding Prime, as opposed to Prime Video.

8 102. After sign in or account creation, Amazon brings consumers to a page containing,
9 from top to bottom:

10 (a) the Prime logo with “Watch now, cancel anytime. Start your 30-day free
11 trial”;

12 (b) the email associated with the account;

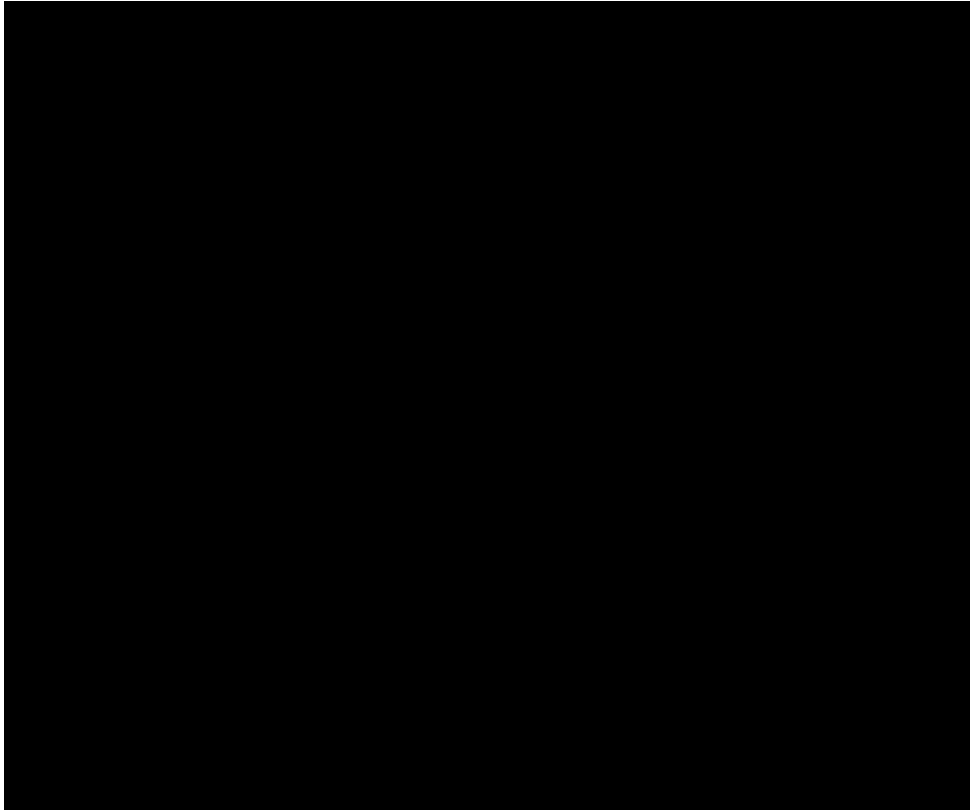
13 (c) a table with “Confirm your details” at the top followed by the plan type,
14 which is “Prime. Enjoy unlimited streaming of thousands of movies and TV
15 shows plus FREE Two-Day Delivery on millions of items. \$14.99/month after
16 trial” (to get Prime Video rather than Prime, the consumer must click a gray
17 “change” box to the right);

18 (d) the consumer’s email, payment method, and billing address;

19 (e) at the bottom, “By signing up, you acknowledge that you have read and
20 agree to the Amazon Prime Terms and Conditions and authorize us to charge your
21 preferred card or another available credit card on file after your 30-day free trial.

22 Your Prime membership continues until cancelled. If you don’t want to continue

1 for \$14.99/month plus any applicable taxes, you may cancel anytime by visiting
2 Your Account and adjusting your membership settings;” and
3 (f) an orange button in the bottom right corner, labelled “Start your free trial.”
4 The button sits immediately above a gray area with text reading “Change or
5 cancel plan anytime. Pay later.” See Attachment P, at 2 and Attachment V, at 6.



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17 103. To enroll in Prime Video (instead of Prime), the consumer must click on the
18 “Change” button for the Plan information toward the top of the page, change the plan on the
19 subsequent page, and then navigate back to confirm the Prime Video selection. See Attachment
20 P, at 2 and Attachment V, at 6.

21 104. 
22 

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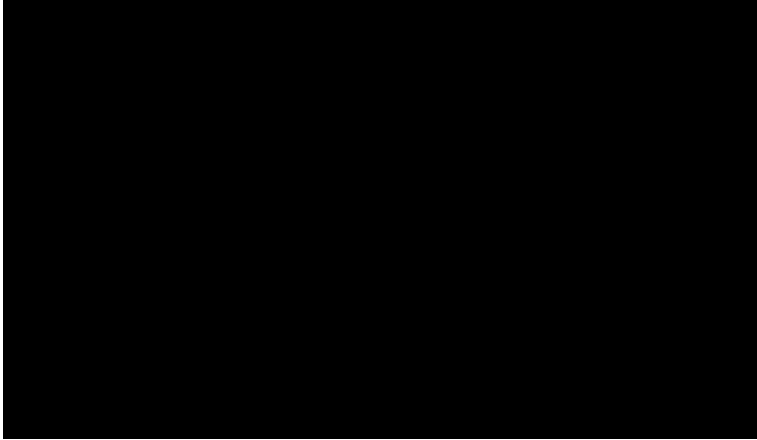
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[REDACTED]

[REDACTED] See Attachment P, at 3. [REDACTED]

[REDACTED]



105. After receiving the June 30, 2022 CID, Amazon changed the Prime Video enrollment flow for Prime. Now, when consumers click “Start your free trial” Amazon shows at least some consumers a page titled “Welcome to Prime, [name]” that describes certain Prime membership services. On this page, there is no option to cancel the Prime membership. Toward the bottom are two buttons: on the left “Discover Prime benefits” (gray button) takes consumers to an overview of Prime-related services, and on the right “OK” (blue button) continues to the Prime Video storefront. See Attachment V, at 7-8.

106. **Prime Video (Mobile)**. Consumers may also enroll in Prime through Prime Video on a mobile device.

107. Like Prime Video on desktop, Prime Video on mobile tricked consumers into signing up for Prime instead of Prime Video, which would be a lower-cost option.

108. Like desktop Prime Video, the Prime Video mobile storefront displays the Prime Video logo at the top and, toward the bottom of the page, an orange button labelled “Watch with

1 Prime. Start your 30-day free trial.” Above the orange button, in blue text, reads “Prime” and
2 then, in white text, “Watch for \$0.00 with Prime.” See Attachment U, at 1.



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14 109. Amazon brings consumers who press the orange button to a “Welcome” page to
15 sign in (if they have an Amazon account) to confirm billing information, or to create an account
16 and submit billing information. The page also contains links to “Amazon’s Conditions of Use
17 and Privacy Notice.” See Attachment U, at 2.

18 110. After sign in or account creation, Amazon then brings consumers to a page that
19 asks consumers to “Confirm your details,” and includes the following information from top to
20 bottom:

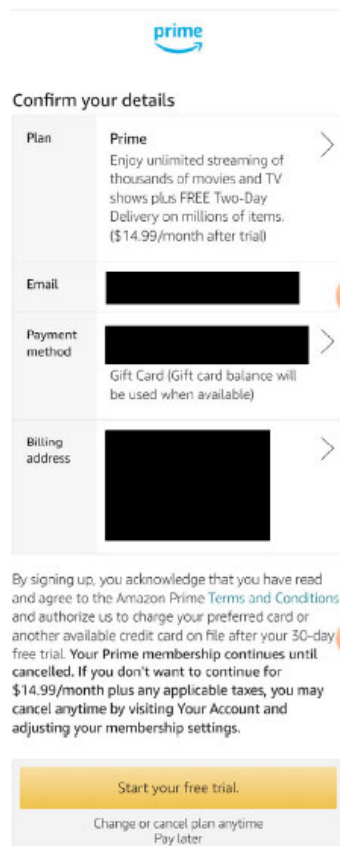
- 21 (a) Next to “Plan” reads: “Prime. Enjoy unlimited streaming of thousands of
22 movies and TV shows plus FREE Two-Day Delivery on millions of items.

1 (\$14.99/month after trial).” Next to this text is an arrow similar to a greater-than
2 sign (“>”).

3 (b) The page also lists consumer’s email, payment method, and billing address
4 information.

5 (c) There is then a link to Amazon Prime terms and conditions, as well as
6 Prime’s price and auto-renewal feature.

7 (d) Toward the bottom is an orange button “Start your free trial” with black
8 text beneath: “Change or cancel plan anytime. Pay later.” See Attachment U, at 5.

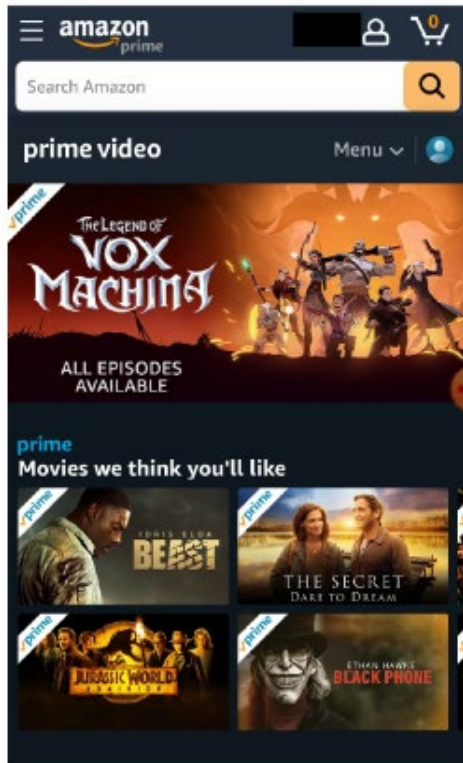


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1 111. To enroll in Prime Video (instead of Prime), the consumer must click on the
2 “Plan” information toward the top of the page, change the plan on the subsequent page, and then
3 navigate back to confirm the Prime Video selection.

4 112. If the consumer simply clicks the orange “Start your free trial” button, Amazon
5 enrolls the consumer in Prime—not Prime Video—but then immediately takes the consumer to
6 the Prime Video storefront page. *See Attachment U*, at 6.



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Prime’s Four-Page, Six-Click, Fifteen-Option Iliad Cancellation Process

113. Under substantial pressure from the Commission, Amazon changed its Iliad cancellation process in or about April 2023, shortly before the filing of this Complaint. Prior to that point, there were only two ways to cancel a Prime subscription through Amazon: a) through the online labyrinthine cancellation flow known as the “Iliad Flow” on desktop and mobile devices; or b) by contacting customer service.

114. The Iliad Flow required consumers intending to cancel to navigate a four-page, six-click, fifteen-option cancellation process. In contrast, customers could enroll in Prime with one or two clicks.

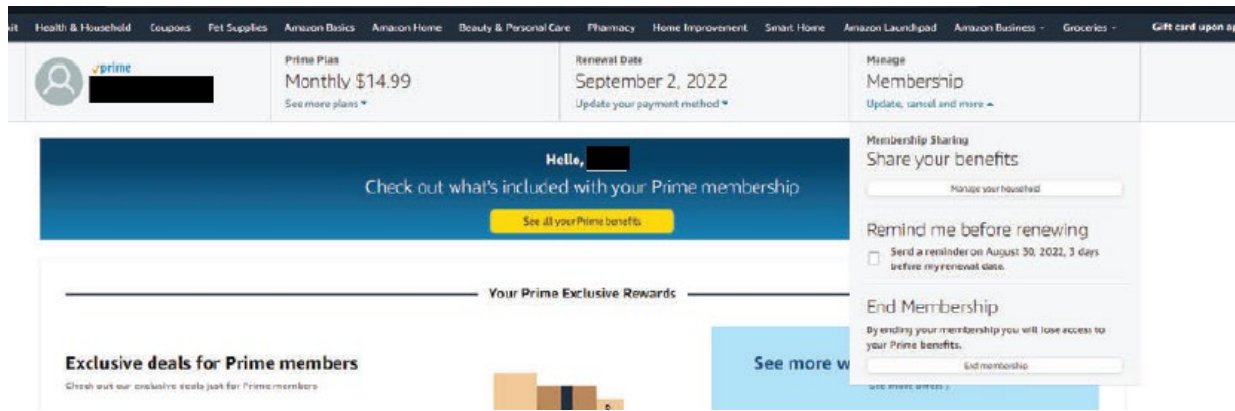
115. Although consumers may have enrolled in Prime through devices other than computers and smartphones, such as through the Prime Video application on the Amazon FireStick and Fire TV, they could not cancel via these same technologies. Instead, they had to use the Iliad Flow or call customer service.

116. Amazon launched the Iliad Flow in 2016, and did not substantially change it in the United States until in or about April 2023.

117. To cancel via the Iliad Flow, a consumer had to first locate it, which Amazon made difficult. Consumers could access the Iliad Flow from Amazon.com by navigating to the Prime Central page, which consumers could reach by selecting the “Account & Lists” dropdown menu, reviewing the third column of dropdown links Amazon presented, and selecting the eleventh option in the third column (“Prime Membership”). This took the consumer to the Prime Central Page.

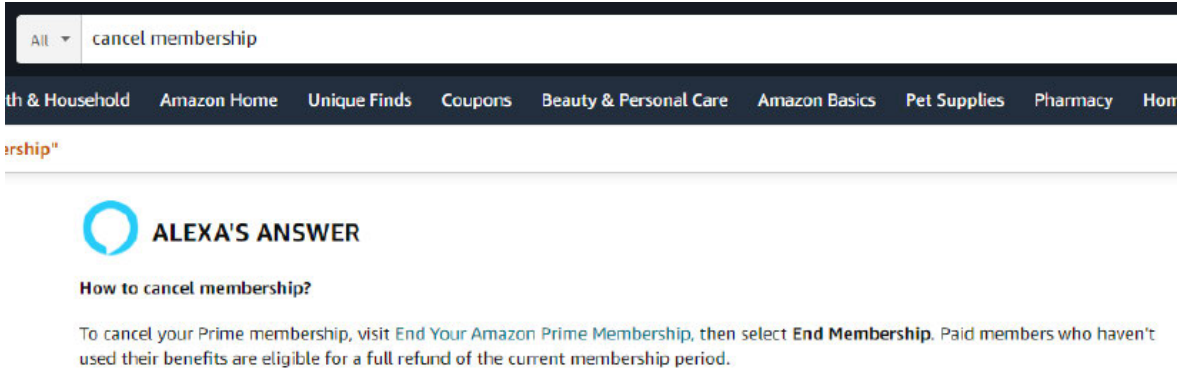
1 118. Once the consumer reached Prime Central, the consumer had to click on the
2 “Manage Membership” button to access the dropdown menu. That revealed three options. The
3 first two were “Share your benefits” (to add household members to Prime) and “Remind me
4 before renewing” (Amazon then sent the consumer an email reminder before the next charge).
5 See Attachment Q, at 1-2.

6 119. The last option was “End Membership.” The “End Membership” button did not
7 end membership. Rather, it took the consumer to the Iliad Flow. See Attachment Q, at 2-3. It
8 was impossible to reach the Iliad Flow from Amazon.com in fewer than two clicks.

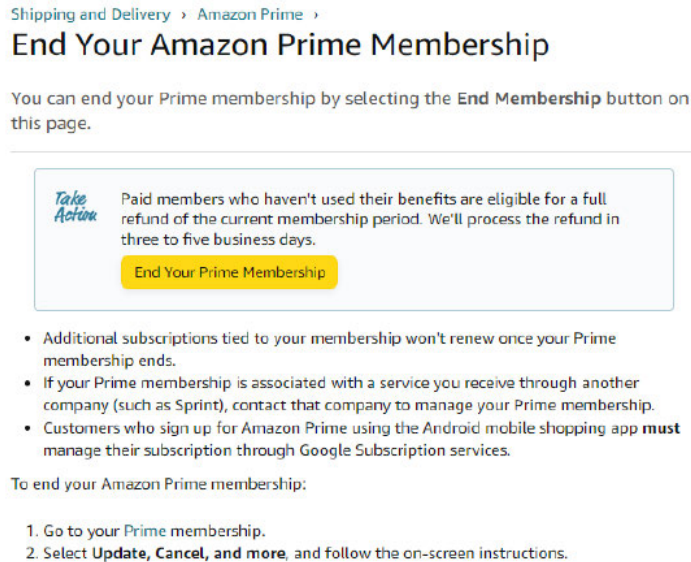


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15 120. Consumers could also reach the Iliad Flow by contacting customer service, asking
16 to cancel, [REDACTED]

17 [REDACTED]
18 121. Consumers could also reach the Iliad Flow from Amazon.com by typing “cancel
19 membership” in the search bar. This produced an “Alexa” answer that included an “End Your
20 Amazon Prime Membership” link. See Attachment T, at 2.



122. Clicking the link did not end Prime membership. Instead, it took the consumer to another page with a heading that read: “End Your Amazon Prime Membership.” The page contained a button labelled “End Your Prime Membership.” Pressing the button did not end Prime Membership. Instead, it took the consumer to the Iliad Flow. *See Attachment T*, at 3-4.



123. The search bar pathway to the Iliad Flow varied somewhat depending on what search the consumer ran. For instance, searching “how to turn off Prime,” or “cancel prime” (rather than “how to cancel Prime”) took the consumer to a page with a link to Prime Central, from which the consumer had to then locate the path to the Iliad Flow. Searching “End

1 Membership” took the consumer to a page with three blue links under the heading “Closing your
2 Amazon account,” and a subheading “Get information on how to close your Amazon account.”
3 The middle link was “cancel membership.” Clicking “cancel membership” did not cancel
4 membership. Instead, it took the consumer to the Iliad Flow.

5 124. Typing “cancel membership” in the search bar on a mobile device brought the
6 consumer to the Iliad Flow through similar steps. *See Attachment S.*

7 125. Thus, to reach the Iliad Flow, consumers had to do one of the following: 1)
8 contact customer service and inform a customer service agent that they wanted to cancel [REDACTED]
9 [REDACTED]; 2) navigate from Amazon.com to
10 the Prime account management page (Prime Central), locate the “manage membership”
11 dropdown, and press a button labelled “End Membership”; or 3) search “How to cancel
12 membership” in the Amazon search bar, then move through subsequent steps to reach the Iliad
13 Flow—frequently, selecting a link reading “End Your Amazon Prime Membership” and then
14 pressing a button reading “End Your Prime Membership.”

15 126. Once consumers reached the Iliad Flow, they had to proceed through its
16 entirety—spanning three pages, each of which presented consumers several options, beyond the
17 Prime Central page—to cancel Prime. *See Attachment Q.*

18 127. On the first page of the Iliad Flow, Amazon forced consumers to “[t]ake a look
19 back at [their] journey with Prime” and presented them with a summary showing the Prime
20 services they used. Amazon also displayed marketing material on Prime services, such as Prime
21 Delivery, Prime Video, and Amazon Music Prime. Amazon placed a link for each service and
22 encouraged consumers to access them immediately, *i.e.*, “Start shopping today’s deals!”, “You

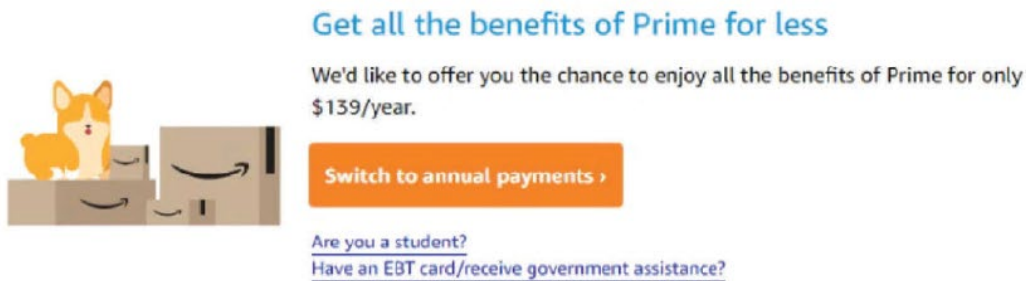
1 can start watching videos by clicking here!”, and “Start listening now!” See Attachment Q, at 3.
 2 Clicking on any of these options took the consumer out of the Iliad Flow.



9 128. Also, on page one of the Iliad Flow, Amazon presented consumers with three
 10 buttons at the bottom. “Remind Me Later,” the button on the left, sent the consumer a reminder
 11 three days before their Prime membership renews (an option Amazon had already presented the
 12 consumer once before, in the “Manage Membership” pull-down menu through which the
 13 consumer entered the Iliad Flow). The “Remind Me Later” button took the consumer out of the
 14 Iliad Flow without cancelling Prime. “Keep My Benefits,” on the right, also took the consumer
 15 out of the Iliad Flow without cancelling Prime. Finally, “Continue to Cancel,” in the middle,
 16 also did not cancel Prime but instead proceeded to the second page of the Iliad Flow. See
 17 Attachment Q, at 3. Therefore, consumers could not cancel their Prime subscription on the first
 18 page of the Iliad Flow.



1 129. On the second page of the Iliad Flow, Amazon presented consumers with
2 alternative or discounted pricing, such as the option to switch from monthly to annual payments
3 (and vice-versa), student discounts, and discounts for individuals with EBT cards or who receive
4 government assistance. Amazon emphasized the option to switch from monthly to annual
5 payments by stating the amount a consumer would save at the top of this page in bold. Clicking
6 the orange button (“Switch to annual payments”) or the links beneath took the consumer out of
7 the Iliad Flow without cancelling. See Attachment Q, at 4.



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13 130. Right above these alternatives, Amazon stated “Items tied to your Prime
14 membership will be affected if you cancel your membership,” positioned next to a warning icon.
15 See Attachment Q, at 4.

16 131. Amazon also warned consumers that “[b]y cancelling, you will no longer be
17 eligible for your unclaimed Prime exclusive offers,” and hyperlinked to the Prime exclusive
18 offers. See Attachment Q, at 4. Clicking this link took the consumer out of the Iliad Flow
19 without cancelling.



1 132. Finally, at the bottom of Iliad Flow page two, Amazon presented consumers with
 2 buttons offering the same three options as the first page: “Remind Me Later,” “Continue to
 3 Cancel,” and “Keep My Membership” (labelled “Keep My Benefits” on the first page). *See*
 4 Attachment Q, at 4. Once again, consumers could not cancel their Prime subscription on the
 5 second page of the Iliad Flow. Choosing either “Remind Me Later” or “Keep My Membership”
 6 took the consumer out of the Iliad Flow without cancelling. Consumers had to click “Continue
 7 to Cancel” to access the third page of the Iliad Flow.

8 133. On the third page of the Iliad Flow, Amazon showed consumers five different
 9 options, only one of which, “End Now”—presented last, at the bottom of the page—
 10 immediately cancelled a consumer’s Prime membership. *See Attachment Q*. Pressing any of the
 11 first four buttons took the consumer out of the Iliad Flow without immediately cancelling.

12 134. On the third page of the Iliad Flow, the first and second options—“Remind Me
 13 Later” and “Keep My Membership”—were substantially identical to the buttons on the Iliad
 14 Flow’s first two pages. Therefore, Amazon forced consumers who reach the Iliad Flow’s last
 15 page to view the “Remind Me Later” option four times (including once to enter the Iliad Flow)
 16 and the “Keep My Membership” option three times. *See Attachment Q*, at 5.

17 You could also consider the following:



1 135. The third option, “Pause on [date],” would “pause” or put on hold—but not
2 cancel—a consumer’s Prime membership. Amazon did not charge “paused” members for Prime
3 but made it simple for “paused” members to re-join Prime through a single “quick-resume” click.
4 Amazon presented the “pause” option adjacent to a warning icon and text stating that, “[b]y
5 pausing, [consumers] will no longer be eligible for [their] unclaimed Prime exclusive offers,”
6 and provided links to “Prime exclusive offers” (which if clicked exit the Iliad Flow without
7 canceling). *See Attachment Q*, at 5.

8 **Pause your Prime membership:**



14 136. [REDACTED]

15 [REDACTED]

16 137. Above the fourth and fifth options—the “End on [date]” and “End Now”
17 options—Amazon also added a warning icon and text that states “[b]y cancelling, [consumers]
18 will no longer be eligible for [their] unclaimed Prime exclusive offers.” *See Attachment Q*, at 5.

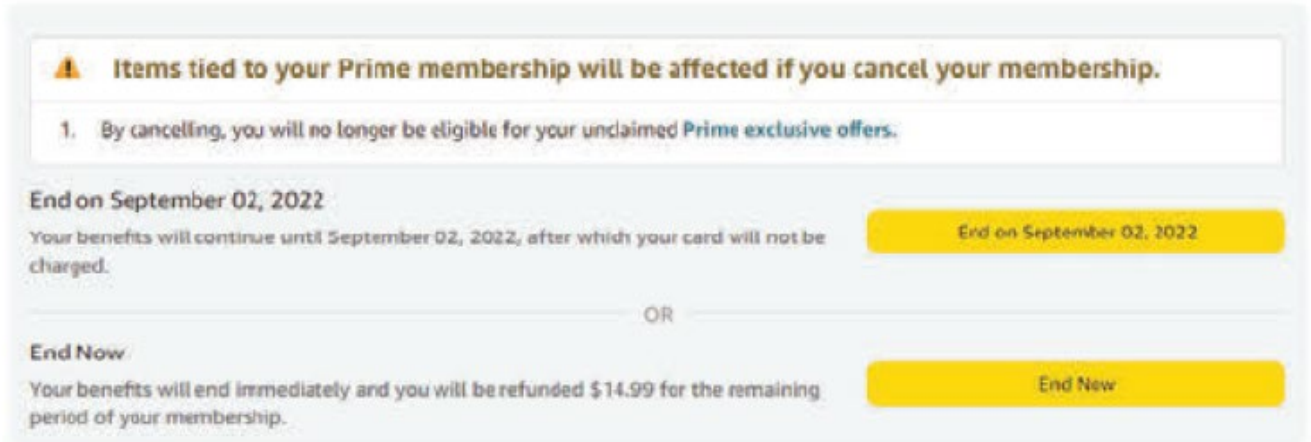
19 138. The fourth option, “End on [date],” turned off Prime’s auto-renew feature. It did
20 not immediately cancel the consumer’s membership. Instead, the membership would end when
21 the current billing cycle concluded, and the consumer would not receive a refund. *See*
22 *Attachment Q*, at 5.

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1 139. The fifth and final option, “End Now,” immediately cancelled a consumer’s
2 Prime membership (and Amazon refunded a pro-rated amount for the balance of the billing
3 cycle). Thus, only one of the five options presented immediately cancelled a consumer’s Prime
4 membership. See Attachment Q, at 5.

5 **Cancel your Prime membership:**



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13 140. Therefore, to complete the Iliad Flow and cancel a Prime membership, the
14 consumer needed to click a minimum of six times from Amazon.com: Prime Central →
15 “Manage Membership” → “End Membership” → “Continue to Cancel” → “Continue to Cancel”
16 → “End Now.” See Attachment Q.

17 141. Amazon limited refunds available through the Iliad Flow to one monthly charge,
18 although Amazon did not disclose this to subscribers entering the flow. Consequently, a
19 Nonconsensual Enrollee who discovered Prime charges after a few months could not obtain a
20 full refund online. [REDACTED]

21 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 142. The Iliad Flow was also accessible through a mobile device. Similar to the Iliad
4 Flow on desktop, the Iliad Flow on mobile was also difficult for consumers to locate and
5 presented a complex array of options across multiple pages. Cancelling via the Iliad Flow on a
6 mobile device was an eight-page, eight-click minimum process.

7 143. On a mobile device, a consumer entered the Iliad Flow by 1) tapping on “My
8 Account,” 2) selecting “Manage Prime Membership” from a dropdown menu on the second
9 page, 3) selecting “Manage membership” on the third page, 4) selecting “Manage membership”
10 on the fourth page, and 5) selecting “End my Membership” on the fifth page. *See Attachment R,*
11 *at 1-5.*

12 144. On the sixth page, the consumer seeking to cancel began the mobile equivalent of
13 the Iliad Flow. Specifically, on this page, Amazon presented benefits information similar to the
14 desktop Iliad Flow, and stated at the top of the page “[Name], thank you for being a member
15 with us. Take a look back at your journey with Prime.” *See Attachment R,* at 6. Amazon
16 included the same three options—“Keep My Benefits,” “Continue to Cancel,” and “Remind Me
17 Later”—although consumers had to scroll down to view them. None of these options ended the
18 Prime membership. Consumers who selected “Continue to Cancel” proceeded to a seventh page.
19 *See Attachment R,* at 6.

20 145. On the seventh page, Amazon presented alternate payment options similar to
21 those in the desktop Iliad Flow: Amazon placed the three options at the bottom of the page in
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1 the same order. *See Attachment R*, at 7. Pressing “Continue to Cancel” did not end the
2 membership. It took the consumer to an eighth and final page. *See Attachment R*, at 7.

3 146. On the eighth and final page, Amazon presented five buttons. The first three were
4 “Pause on [date],” “Keep My Membership,” and “Remind Me Later.” The consumer had to
5 scroll down to view the fourth and fifth. The fourth (“End on [date]”) turned off auto-renew, but
6 did not immediately cancel, and consumers who chose this option did not receive a refund. Only
7 the fifth and final button (“End Now”) immediately cancelled the membership. Amazon
8 refunded consumers who pressed this button a pro-rated amount for the balance of the monthly
9 billing cycle. *See Attachment R*, at 8.

10 147. Amazon designed the Iliad Flow (both desktop and mobile) to inform consumers
11 about a) Prime benefits they would lose by cancelling Prime, and b) alternative payment methods
12 available to them to keep Prime.

13 148. Amazon did not design the Iliad Flow to be simple or easy for consumers. The
14 Iliad Flow inhibits or prevents many consumers who intend to cancel from cancelling their
15 membership.

16 149. [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

The [REDACTED] for the Prime Enrollment Flow

150. Although consumers can enroll in Prime through many entry points, a [REDACTED] prospective Prime members begin subscriptions by enrolling in free trials that Amazon offers during its ecommerce shopping checkout process. [REDACTED]

[REDACTED]

[REDACTED]

151. [REDACTED]

[REDACTED]

[REDACTED]

152. [REDACTED]

153. [REDACTED]

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156. [REDACTED]

[REDACTED]

[REDACTED]

157. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

158. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

159. [REDACTED]

[REDACTED]

[REDACTED]

160. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

161. [REDACTED]

162. [REDACTED]

Amazon's Knowledge of Nonconsensual Enrollment

163. Amazon knows that Nonconsensual Enrollment is widespread. [REDACTED]

164. [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 165. Nonconsensual Enrollment is both so widespread and well-understood at Amazon

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]

13 166. In fact, [REDACTED], consumers do not always carefully study their credit
14 card activity or notice an Amazon charge for Prime (especially when they are expecting other
15 Amazon charges for routine purchases). [REDACTED]

16 [REDACTED]
17 [REDACTED]

18 167. When dissatisfied consumers call Amazon's customer service to cancel their
19 Prime membership, [REDACTED]

20 [REDACTED]
21 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 (a) [REDACTED]

4 [REDACTED] meaning Amazon has charged them once without consent.

5 (b) [REDACTED]

6 meaning that Amazon has charged them three times without consent.

7 (c) [REDACTED]

8 meaning that Amazon has charged them six times without consent.

9 (d) [REDACTED]

10 [REDACTED] meaning that Amazon has charged them twelve times without consent.

11 168. Amazon [REDACTED]

12 [REDACTED]

13 169. [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

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170. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

171. [REDACTED] Prime checkout enrollment flow

contains design elements that trick people into signing up. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

172. [REDACTED]

[REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 173. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 Amazon's [REDACTED] Decision to [REDACTED]

11 174. [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 175. [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 176. [REDACTED]

21 [REDACTED]

22 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 177. [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 178. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 179. [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 180. [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 181. [REDACTED]

22 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 182. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 183. [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 184. [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 185. [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 186. [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 187. [REDACTED]

15 [REDACTED]

16 Amazon's [REDACTED] Decision to [REDACTED]

17 188. [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 189. [REDACTED]

22 [REDACTED]

23 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 190. [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 191. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 192. [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 193. [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 194. [REDACTED]

22 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 Amazon's [REDACTED] Decision to [REDACTED]

4 195. [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 196. [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 197. [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 198. [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 199. [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 200. [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 201. [REDACTED]

15 [REDACTED]

16 202. [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

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[REDACTED]

[REDACTED]

203. [REDACTED]

[REDACTED]

[REDACTED]

204. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1 205. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 Amazon's [REDACTED] Decision to [REDACTED]

8 206. [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

19 207. [REDACTED]
20 [REDACTED]
21 [REDACTED]

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1 208. [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 209. [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 210. [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 211. [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 212. [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 213. On March 16, 2021, the FTC issued a CID to Amazon seeking information
7 necessary to evaluate whether the Prime enrollment process and the Iliad Flow violated the
8 Restore Online Shoppers' Confidence Act ("ROSCA"), 15 U.S.C. §§ 8401-05. [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 214. [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 215. [REDACTED]

15 [REDACTED]

16 216. [REDACTED]

17 [REDACTED] As discussed above, *see* Paragraphs 113 and 116, Amazon made
18 changes to the Iliad Flow in the United States in or about April 2023.

19 **Manipulative Designs in the Checkout Enrollment and Iliad Flows**

20 217. The manipulative designs (sometimes called dark patterns) Amazon uses, or has
21 used, in its Prime enrollment flows and the Iliad Flow include the following elements:

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1 (a) Forced Action. “Forced Action” is a design element that requires users to
2 perform a certain action to complete a process or to access certain functionality.

3 (i) Amazon uses Forced Action in the [REDACTED] version of its Prime
4 enrollment flow, during which Amazon forces the consumer to choose whether to enroll in Prime
5 before allowing the consumer to complete her purchase. In fact, [REDACTED], Amazon
6 knew that [REDACTED]

7 [REDACTED].
8 (ii) Amazon also uses Forced Action in its Iliad Flow by forcing the
9 consumer to proceed through multiple screens to cancel their subscription. The presence of
10 Forced Action complicates the Iliad Flow.

11 (b) Interface Interference. “Interface Interference” is a design element that
12 manipulates the user interface in ways that privilege certain specific information relative to other
13 information.

14 (i) Amazon uses Interface Interference in its Prime checkout
15 enrollment flow, most versions of which reveal the terms and conditions of Prime only once
16 during the purchase process, and then only in a small, easy-to-miss font. Amazon also uses
17 repetition and color to direct consumers’ attention to the words “free shipping” and away from
18 Prime’s price, which leads some consumers to enroll without providing informed consent.

19 (ii) Amazon also uses Interface Interference in the Iliad Flow by
20 emphasizing options that divert the consumer from the flow without cancelling and by
21 employing warning icons near the option to cancel, which evokes anxiety and fear of loss in
22 consumers. The presence of Interface Interference complicates the Iliad Flow.

1 (c) Obstruction (“Roach Motel”). “Obstruction,” also known as the “roach
2 motel” technique, is a design element that involves intentionally complicating a process through
3 unnecessary steps to dissuade consumers from an action.

4 (i) Amazon uses Obstruction throughout its Prime checkout
5 enrollment flows by making the option to decline enrollment difficult to locate.
6 In fact, since at least 2018, Amazon has known that some consumers cannot find the less
7 prominent “No Thank You” link to decline enrollment.

8 (ii) Amazon also uses Obstruction in its Iliad Flow by: (1) making the
9 ingress to the Iliad Flow difficult for consumers to locate; and (2) forcing consumers who have
10 already expressed an intent to cancel by locating and entering the Iliad Flow to view marketing
11 and reconsider options other than cancellation. The presence of Obstruction complicates the
12 Iliad Flow.

13 (d) Misdirection. “Misdirection” is a design element that focuses a
14 consumer’s attention on one thing to distract from another.

15 (i) Amazon uses Misdirection in its Prime checkout enrollment flow
16 by presenting asymmetric choices that make it easier to enroll in Prime than not. Additionally,
17 certain versions of Amazon’s checkout enrollment flow offer consumers only a less prominent
18 blue link to decline Prime.

19 (ii) [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED] Amazon also uses Misdirection in certain versions of the
5 Prime checkout enrollment flow [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED].

9 (iii) Amazon also uses Misdirection in its Iliad Flow by presenting
10 consumers with asymmetric choices that make it easier to abandon an attempted Prime
11 cancellation than to complete it. In particular, Amazon uses attractors such as animation, a
12 contrasting color blue, and text to draw consumers' attention to "Remind me later" and "Keep
13 my benefits" options rather than "Continue to Cancel." Amazon further misdirects consumers
14 who have entered the Iliad Flow by presenting visually appealing options to perform acts other
15 than cancel, such as exploring the benefits of the subscription service (thereby exiting the Iliad
16 Flow). The presence of Misdirection complicates the Iliad Flow.

17 (e) Sneaking. "Sneaking" is a design element that consists of hiding or
18 disguising relevant information, or delaying its disclosure. Amazon uses Sneaking by failing to
19 clearly and conspicuously disclose Prime's terms and conditions during its enrollment checkout
20 flow, including its price and auto-renew attribute. Amazon also employs Sneaking by failing to
21 show Prime's price or its auto-renewal feature in the consumer's cart.

1 (f) Confirmshaming. “Confirmshaming” is a design element that uses
2 emotive wording around the disfavored option to guilt users into selecting the favored option.

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 Amazon used [REDACTED] confirmshaming despite [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 **Amazon’s Other Subscription Programs Have Similar Features**

14 218. Amazon operates other subscription services including Audible (audiobooks and
15 podcasts), Kindle Unlimited (eBooks and digital media), Amazon Music Unlimited (streaming
16 music), and Subscribe & Save (regularly-scheduled delivery of consumer goods). These other
17 subscription services also use similar manipulative design elements that trick consumers into
18 signing up and thwart their cancellation attempts.

19 219. [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

1 220. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED].

8 Amazon's Misuse of [REDACTED]

9 221. Amazon and its executives, including Lindsay, Grandinetti, and Ghani, [REDACTED]
10 [REDACTED]
11 [REDACTED]:

12 (a) Amazon and its executives, including Lindsay, Grandinetti, and Ghani,

13 [REDACTED]
14 [REDACTED]
15 [REDACTED]. Amazon and its leadership [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 (b) Amazon and its executives, including Lindsay and Ghani, [REDACTED]

22 [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]

5 (c) Amazon and its executives, including Lindsay, Grandinetti, and Ghani,

6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 222. Amazon, Lindsay, Grandinetti, and Ghani [REDACTED]

12 [REDACTED]
13 [REDACTED]

14 223. [REDACTED]

15 [REDACTED] Amazon,
16 Lindsay, Grandinetti, and Ghani [REDACTED]
17 [REDACTED]

18 224. [REDACTED] Amazon, Lindsay, Grandinetti, and Ghani [REDACTED]

19 [REDACTED] Amazon, Lindsay,
20 Grandinetti, and Ghani [REDACTED]
21 [REDACTED]

22

23

1 **Amazon’s Other Attempts to Delay the Commission’s Investigation**

2 225. On March 16, 2021, the Commission issued a CID to Amazon seeking
3 information regarding the enrollment and cancellation practices associated with Prime. The CID
4 directed Amazon to respond by April 15, 2021. [REDACTED]

5 [REDACTED]

6 226. Amazon has over 1.5 million employees—*i.e.*, potential document custodians—
7 and its internal communications are replete with acronyms and other jargon—*i.e.*, potential
8 search terms—not readily identifiable to outsiders. Accordingly, as with any discovery process,
9 the Commission had to, and did, rely on Amazon to participate in good faith in the discovery
10 planning process, including by identifying appropriate custodians and search terms.

11 227. [REDACTED]
12 Amazon’s counsel assured the FTC’s counsel that, [REDACTED]
13 Amazon’s counsel also told the FTC’s counsel [REDACTED]

14 [REDACTED]

15 [REDACTED] These assurances are consistent with any opposing counsel’s obligation to
16 engage in good faith discovery planning. As detailed below, however, Amazon did not follow
17 through on these assurances, [REDACTED]

18 [REDACTED]

19 228. In the context of the customary need to rely on opposing counsel to act in good
20 faith, Amazon counsel’s significant experience working on FTC investigations, [REDACTED]
21 [REDACTED] the massive amount of potential document custodians and
22 search terms (many of which were unknowable to the Commission), and [REDACTED]

1 assurances [REDACTED] throughout the Subject Period, the Commission agreed to rely on
2 Amazon to provide—in the first instance—a sufficient response to the CID, including reasonable
3 search terms and custodians, to enable the Commission to fairly evaluate Amazon’s Prime
4 enrollment and cancellation practices. However, the Commission always reserved its right to ask
5 for additional responsive information and additional search terms and custodians.

6 229. Accordingly, during the Subject Period, in response to Amazon’s assurances [REDACTED]
7 [REDACTED] the Commission
8 temporarily accepted [REDACTED]

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 230. By March 14, 2022, one year later, Amazon had produced only a small amount of
13 material—fewer than [REDACTED] documents—[REDACTED]

14 [REDACTED]
15 231. On March 14, 2022, *Business Insider* published information leaked from current
16 and former Amazon employees regarding the problems with Amazon’s Prime checkout
17 enrollment flow and the Iliad Flow. The Commission quickly ascertained that Amazon had
18 failed to disclose much of the now-leaked documents and information to the Commission,
19 despite the fact that at least some of it was responsive to the outstanding CID. Amazon withheld
20 the information [REDACTED]

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]

5 232. [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 233. Pursuant to its reservation of rights, on April 19, 2022, the Commission issued an
9 extensive follow-up demand for additional information. Amazon did not comply with this
10 demand, [REDACTED]

11 234. On June 30, 2022, the Commission issued an additional CID to Amazon as well
12 as CIDs to various current and former employees seeking documents and testimony. Amazon
13 also did not comply with the June 30, 2022 CID.

14 235. Instead, on August 5, 2022, Amazon and certain individual CID recipients
15 (including executives Lindsay, Ghani, and Grandinetti) petitioned the Commission to quash the
16 June 2022 CIDs. On September 21, 2022, the Commission denied the petition in every material
17 respect. Three Commissioners noted with respect to one legal question Amazon raised as a basis
18 to delay or avoid providing testimony: “The issue raised by this dispute is just one of many
19 challenges facing FTC staff when pursuing complex investigations of targets that may perceive
20 benefits to prolonging discovery.” Although the Commission ordered Amazon and the
21 individual petitioners to fully comply, they did not.

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1 236. Amazon’s effort to delay the Commission’s investigation included [REDACTED]

2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 237. Amazon largely failed to timely produce the documents the CIDs require.
8 Although Prime is the world’s largest subscription program, Amazon produced fewer than
9 [REDACTED] documents during the entire two-year investigation. Small businesses routinely produce
10 more material to Commission investigators. Moreover, Amazon did not produce most of those
11 documents before October 2022—eighteen months after the Commission’s initial CID.

12 238. Amazon’s [REDACTED] assurances described in Paragraphs 225 through 237
13 constituted intentional misconduct meant to delay the Commission’s investigation and this
14 Complaint. Furthermore, these [REDACTED] assurances misled the Commission and
15 affirmatively concealed the causes of action asserted herein during the Subject Period.
16 Amazon’s wrongful conduct foreseeably caused, and did in fact cause, delay of the
17 Commission’s investigation.

18 239. At all times, the Commission acted diligently. Among other things, during the
19 Subject Period, the Commission reviewed material Amazon produced and provided feedback to
20 Amazon Counsel through correspondence and teleconferences. The Commission also made
21 supplemental requests and, to expedite Amazon’s response, demanded that the company accept a
22 timeline for its production.

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1 240. Amazon’s bad faith response to the Commission’s CID constitutes an
2 extraordinary circumstance beyond the Commission’s control. But for Amazon’s effort to
3 frustrate the Commission’s investigation, the Commission would have filed this action many
4 months earlier. Amazon’s [REDACTED] assurances described in Paragraphs 225 through 237
5 delayed the Commission’s investigation during the period from April 15, 2021 (the initial CID
6 return date) and March 14, 2022 [REDACTED].

7 241. Amazon’s largely unsuccessful petition to quash delayed the Commission’s
8 investigation during the period of its pendency, from August 5, 2022 until September 21, 2022.

9 242. Based on the facts and violations of law alleged in this Complaint, the FTC has
10 reason to believe that Defendant is violating, and is about to violate, laws enforced by the
11 Commission because Defendant has engaged in ROSCA violations repeatedly and knowingly for
12 years. Those violations are ongoing. Even if Amazon halts or has halted some problematic
13 conduct, Amazon has [REDACTED]

14 [REDACTED]
15 243. Additionally, until shortly before the Commission filed this Complaint, Amazon
16 used the Iliad Flow to persuade consumers to keep their Prime subscriptions. Amazon only
17 revamped Iliad in response to pressure from the Commission, and without such pressure—
18 including this lawsuit—Amazon would likely restore Iliad. Furthermore, the revamped
19 cancellation process still contains problematic elements because the cancellation process remains
20 difficult to locate on both desktop and mobile. Amazon still requires five clicks on desktop and
21 six on mobile for consumers to cancel from Amazon.com. And both flows still require
22 consumers to proceed through extraneous information unnecessary to the cancellation process

1 and presented solely to discourage cancellation. The continued presence of these problematic
2 elements illustrates that, although the form of the cancellation flow recently changed, Amazon’s
3 mindset has not.

4 244. Indeed, Amazon considers changes to Prime enrollment and cancellation
5 mechanisms as “[REDACTED]” decisions, meaning that those changes can be undone at any
6 time.

7 245. Amazon is one of the world’s largest and most well-resourced companies. It has
8 extensive legal resources including in-house and outside counsel with expertise in the FTC Act,
9 ROSCA, and the company’s other consumer protection obligations. Amazon embedded in-
10 house counsel within the Prime Organization, and key decisionmakers Lindsay, Ghani, and
11 Grandinetti [REDACTED]

12 [REDACTED]
13 [REDACTED]
14 246. Accordingly, Amazon has actual knowledge or knowledge fairly implied on the
15 basis of objective circumstances that its actions are unfair or deceptive and are prohibited by
16 ROSCA.

17 **VIOLATIONS OF THE FTC ACT**

18 247. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts
19 or practices in or affecting commerce.”

20 248. Acts or practices are unfair under Section 5 of the FTC Act if they cause or are
21 likely to cause substantial injury to consumers that consumers cannot reasonably avoid

1 themselves and that is not outweighed by countervailing benefits to consumers or competition.
2 15 U.S.C. § 45(n).

3 **COUNT I**

4 **Unfairly Charging Consumers Without Consent**

5 249. In numerous instances, as described in Paragraphs 2 through 224 above,
6 Defendant has charged consumers without their express informed consent.

7 250. Defendant’s actions cause or are likely to cause substantial injury to consumers
8 that consumers cannot reasonably avoid themselves and that is not outweighed by countervailing
9 benefits to consumers or competition.

10 251. Therefore, Defendant’s acts or practices as set forth in Paragraph 249 constitute
11 unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a), (n).

12 **VIOLATIONS OF THE RESTORE ONLINE SHOPPERS CONFIDENCE ACT**

13 252. In 2010, Congress passed the Restore Online Shoppers’ Confidence Act, 15
14 U.S.C. §§ 8401-05, which became effective on December 29, 2010. Congress passed ROSCA
15 because “[c]onsumer confidence is essential to the growth of online commerce. To continue its
16 development as a marketplace, the Internet must provide consumers with clear, accurate
17 information and give sellers an opportunity to fairly compete with one another for consumers’
18 business.” Section 2 of ROSCA, 15 U.S.C. § 8401.

19 253. Section 4 of ROSCA, 15 U.S.C. § 8403, generally prohibits charging consumers
20 for goods or services sold in transactions effected on the Internet through a negative option
21 feature, as that term is defined in the FTC’s Telemarketing Sales Rule (“TSR”), 16 C.F.R.
22 § 310(w), unless the seller: (a) clearly and conspicuously discloses all material terms of the

23 COMPLAINT
Case No. __: __-cv- ____

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1 transaction before obtaining the consumer’s billing information; (b) obtains the consumer’s
2 express informed consent before making the charge; and (c) provides simple mechanisms to stop
3 recurring charges. *See* 15 U.S.C. § 8403.

4 254. The TSR defines a negative option feature as: “in an offer or agreement to sell or
5 provide any goods or services, a provision under which the consumer’s silence or failure to take
6 an affirmative action to reject goods or services or to cancel the agreement is interpreted by the
7 seller as acceptance of the offer.” 16 C.F.R. § 310.2(w).

8 255. As described in Paragraphs 2 through 224, Defendant has created and manages
9 several negative option features as defined by the TSR, 16 C.F.R. § 310.2(w), including Prime.

10 256. Pursuant to Section 5 of ROSCA, 15 U.S.C. § 8404(a), and Section 18(d)(3) of
11 the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of ROSCA constitutes a violation of a rule under
12 section 18 of the FTC Act, 15 U.S.C. § 57a, and constitutes an unfair or deceptive act or practice
13 in or affecting commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

14 257. Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A), as modified by
15 Section 4 of the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, as
16 amended, and as implemented by 16 C.F.R. § 1.98(d), authorizes this Court to award monetary
17 civil penalties of up to \$50,120 for each violation of ROSCA, 16 C.F.R. § 1.98(d).

18 **COUNT II**

19 **Violation of ROSCA—Inadequate Disclosures**

20 258. In numerous instances, in connection with charging consumers for goods or
21 services sold in transactions effected on the Internet through a negative option feature, as
22

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1 described in Paragraphs 2 through 224 above, Defendant failed to clearly and conspicuously
2 disclose all material terms of the transaction, including the price of Prime, its auto-renewal
3 provision, and cancellation requirements, before obtaining the consumer’s billing information.

4 259. Defendant’s practices as set forth in Paragraph 258 are violations of Section 4 of
5 ROSCA, 15 U.S.C. § 8403(1), and are therefore violations of a rule promulgated under Section
6 18 of the FTC Act, 15 U.S.C. § 57a, 15 U.S.C. § 8404(a), and therefore constitute an unfair or
7 deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

8 260. Defendant committed the violations set forth in Paragraph 258 with the
9 knowledge required by Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A).

10 **COUNT III**

11 **Violation of ROSCA—Nonconsensual Enrollment**

12 261. In numerous instances, in connection with charging consumers for goods or
13 services sold in transactions effected on the Internet through a negative option feature, as
14 described in Paragraphs 2 through 224 above, Defendant failed to obtain the consumer’s express
15 informed consent before charging the consumer’s credit card, debit card, bank account, or other
16 financial account for the transaction.

17 262. Defendant’s practices as set forth in Paragraph 261 are violations of Section 4 of
18 ROSCA, 15 U.S.C. § 8403(2), and are therefore violations of a rule promulgated under Section
19 18 of the FTC Act, 15 U.S.C. § 57a, 15 U.S.C. § 8404(a), and therefore constitute an unfair or
20 deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

21 263. Defendant committed the violations set forth in Paragraph 261 with the
22 knowledge required by Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A).

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COUNT IV

Violation of ROSCA—Failure To Provide Simple Cancellation Mechanism

264. In numerous instances, in connection with charging consumers for goods or services sold in transactions effected on the Internet through a negative option feature, as described in Paragraphs 2 through 224 above, Defendant fails to provide simple mechanisms for a consumer to stop recurring charges for the good or service to the consumer’s credit card, debit card, bank account, or other financial account.

265. Defendant’s practices as set forth in Paragraph 264 are violations of Section 4 of ROSCA, 15 U.S.C. § 8403(3), and are therefore violations of a rule promulgated under Section 18 of the FTC Act, 15 U.S.C. § 57a, 15 U.S.C. § 8404(a), and therefore constitute an unfair or deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

266. Defendant committed the violations set forth in Paragraph 264 with the knowledge required by Section 5(m)(1)(A) of the FTC Act, 15 U.S.C. § 45(m)(1)(A).

CONSUMER INJURY

Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendant’s violations of the FTC Act and ROSCA. Absent injunctive relief by this Court, Defendant is likely to continue to injure consumers and harm the public interest.

PRAYER FOR RELIEF

Wherefore, Plaintiff requests that the Court:

A. Enter a permanent injunction to prevent future violations of the FTC Act and ROSCA by Defendant;

- 1 B. Award Plaintiff monetary civil penalties from Defendant for every violation of
- 2 ROSCA;
- 3 C. Award monetary and other relief within the Court’s power to grant; and
- 4 D. Award any additional relief as the Court determines to be just and proper.

5 Respectfully submitted,

6 Dated: June 21, 2023

7 By: /s/ Evan Mendelson
EVAN MENDELSON (DC Bar #996765)

8 By: /s/ Jonathan Cohen
JONATHAN COHEN (DC Bar #483454)

9 By: /s/ Olivia Jerjian
OLIVIA JERJIAN (DC Bar #1034299)

10 By: /s/ Thomas Maxwell Nardini
THOMAS MAXWELL NARDINI (IL Bar #
11 6330190)

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15 (202) 326-3320; emendelson@ftc.gov (Mendelson)
16 (202) 326-2551; jcohen2@ftc.gov (Cohen)
17 (202) 326-2749; ojerjian@ftc.gov (Jerjian)
18 (202) 326-2812; tnardini@ftc.gov (Nardini)

19 By: /s/ Colin D. A. MacDonald
Colin D. A. MacDonald (WSBA # 55243)
20 Federal Trade Commission
21 915 Second Ave., Suite 2896
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(206) 220-4474; cmacdonald@ftc.gov (MacDonald)

22 ATTORNEYS FOR PLAINTIFF
FEDERAL TRADE COMMISSION

23 COMPLAINT
Case No. __: __-cv- ____

Federal Trade Commission
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Washington, DC 20580
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ATTACHMENT A
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ATTACHMENT B
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ATTACHMENT C
FILED UNDER SEAL

ATTACHMENT D
FILED UNDER SEAL

ATTACHMENT E
FILED UNDER SEAL

ATTACHMENT F
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ATTACHMENT G
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ATTACHMENT H
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ATTACHMENT I
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ATTACHMENT K
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ATTACHMENT O

amazon Sign in 

harry potter 

Select delivery location

Nice Dream Nice Dream Unicorn Night Light for Kids, 3...  \$16.99  Sponsored

Visit the Paladone Store ★★★★★ 13
Paladone Harry Potter Hedwig Night Light - Harry Potter
Decor - Bedroom Night Light for Kids



Lowest price in 30 days

-33% \$20⁰⁰

List Price: ~~\$29.99~~ 

FREE Returns


FREE delivery **Tuesday, December 20** on orders shipped by Amazon over \$25. Order within **8 hrs 28 mins**

Arrives before Christmas

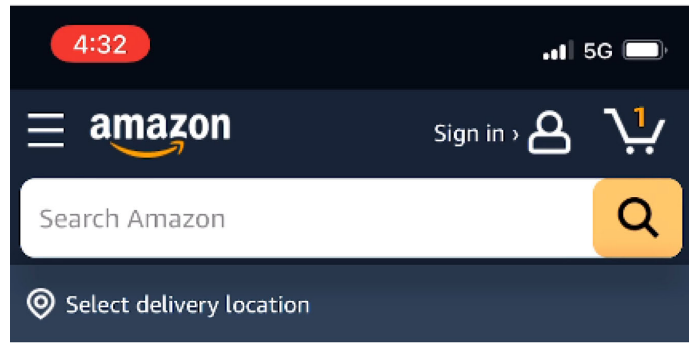
Select delivery location

In Stock.

Qty: 1 

Add to Cart 

Buy Now



Subtotal \$20⁰⁰

i Add \$5.00 of eligible items to your order to qualify for FREE Shipping. [See details](#)

Proceed to checkout (1 item)

Send as a gift. Include custom message



Paladone Harry Potter Hedwig Night Light - Harry Potter De...

\$20⁰⁰

Eligible for FREE Shipping & [FREE Returns](#)

In Stock



1



Delete

Save for later

Returns are easy


Returns until January 31 on millions of



AA

amazon.com






Add a new address

Use current location

OR


United States 

Full name (First and Last name)

Phone number


Address

City


State 

ZIP Code

Make this my default address

Delivery instructions (optional) 

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Use this address 

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Amazon accepts major credit and debit cards.


Card number


 

Expiration date

Name on card

Set as default payment method. [What's this?](#) ▾

Add and continue 

 Your information is encrypted and secure

amazon

Your top Prime eligible item in cart

we're giving you 30 days of Prime for FREE

After your FREE trial, Prime is just \$14.99/month

Without Prime	Perks of Prime
Minimum order requirements	Fast, FREE delivery on Prime eligible items
Music listening with ads	All the music + top podcasts ad-free on Amazon Music
Not included	Prime Video - Enjoy award-winning Amazon Originals, movies and TV shows

Get FREE Two-Day Delivery with Prime
Save \$5.99 instantly on this order

[No thanks](#)

By signing up, you acknowledge that you have read and agree to the [Amazon Prime Terms and ... See all](#)

we're giving you 30 days of Prime for FREE

After your FREE trial, Prime is just \$14.99/month

Without Prime	Perks of Prime
Minimum order requirements	Fast, FREE delivery on Prime eligible items
Music listening with ads	All the music + top podcasts ad-free on Amazon Music
Not included	Prime Video - Enjoy award-winning Amazon Originals, movies and TV shows

Get FREE Two-Day Delivery with Prime
Save \$5.99 instantly on this order

[No thanks](#)

By signing up, you acknowledge that you have read and agree to the [Amazon Prime Terms and ... See all](#)

we're giving you 30 days of Prime for FREE

After your FREE trial, Prime is just \$14.99/month

Without Prime	Perks of Prime
Minimum order requirements	Fast, FREE delivery on Prime eligible items
Music listening with ads	All the music + top podcasts ad-free on Amazon Music
Not included	Prime Video - Enjoy award-winning Amazon Originals, movies and TV shows

Get FREE Two-Day Delivery with Prime
Save \$5.99 instantly on this order

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4:39 5G

Without Prime	prime
Minimum order requirements	Fast, FREE delivery on Prime eligible items
Music listening with ads	All the music + top podcasts ad-free on Amazon Music
Not included	Prime Video - Enjoy award-winning Amazon Originals, movies and TV shows

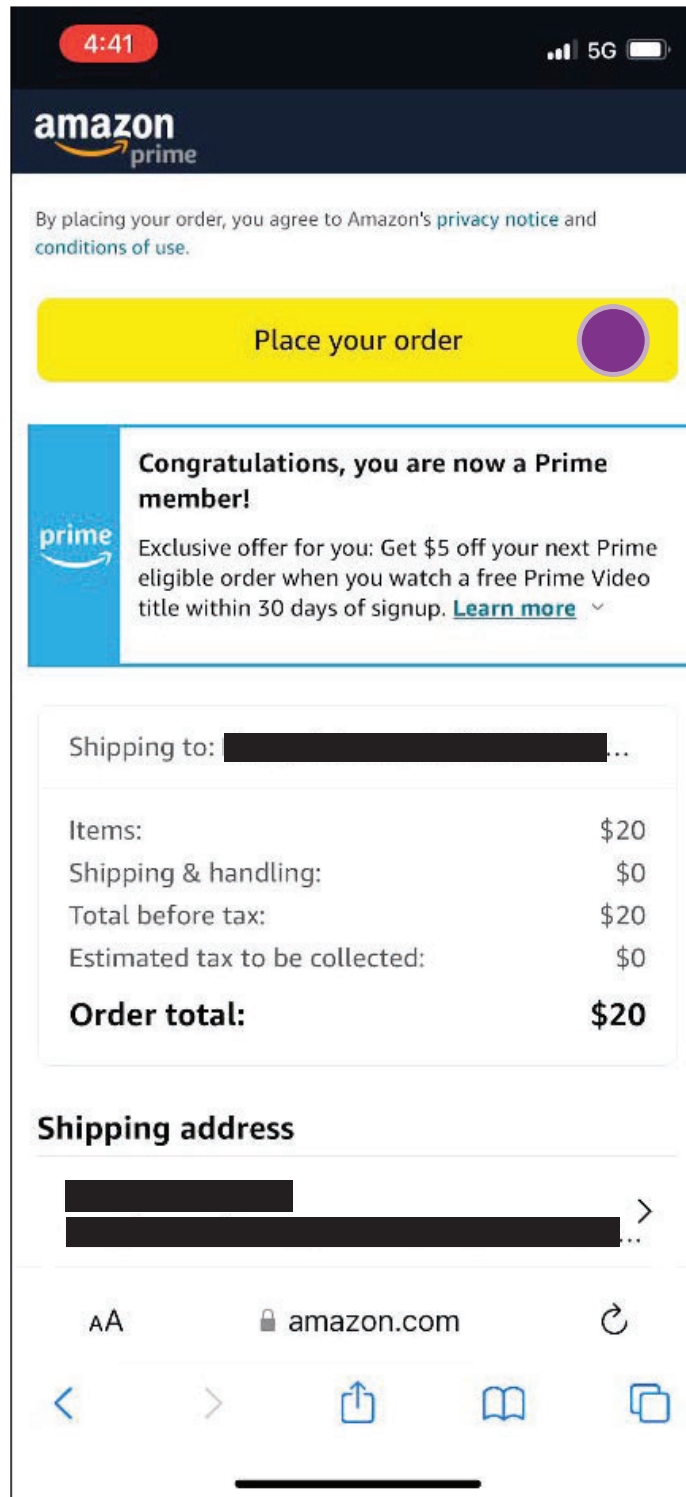
Use my gift card balance, when available, to pay for Prime.

Get FREE Two-Day Delivery with Prime
Save \$5.99 instantly on this order

[No thanks](#)

By signing up, you acknowledge that you have read and agree to the [Amazon Prime Terms and Conditions](#) and authorize us to charge your default payment method (Visa ****-3947) or another available payment method on file after your 30-day free trial. **Your Amazon Prime membership continues until cancelled. If you do not wish to**

amazon.com



amazon prime

Search Amazon

Very Merry Deals Holiday Gift Guide Gift Cards

✔ Order placed, thanks!

Confirmation will be sent to your email.

Shipping to [redacted]
number: [redacted]



Friday, Dec. 16
Estimated delivery

▼ Show order details

Related to items you've viewed



Spontiques Hogwarts
Glitter Cup w/Straw
★★★★☆ 17,889
\$12.99
✓prime FREE Delivery



Harry Potter Hogwarts
Cup with Straw, 22 oz -.
★★★★☆ 144
\$12.89
✓prime FREE Delivery

ATTACHMENT P
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ATTACHMENT Q

The screenshot displays the Amazon Prime membership page. At the top, the navigation bar includes the Amazon Prime logo, a search bar, and links for English, Account & Lists, Returns & Orders, and Cart. Below this is a category menu with options like All, Shopper Toolkit, Health & Household, Coupons, Pet Supplies, Amazon Basics, Amazon Home, Beauty & Personal Care, Pharmacy, Home Improvement, Smart Home, Amazon Launchpad, Amazon Business, Groceries, and Gift card upon approval. The account section shows a profile icon, Prime Plan status (Monthly \$14.99), Renewal Date (September 2, 2022), and Manage Membership options. The main content area features a blue banner for Prime benefits, a 'Your Prime Exclusive Rewards' section with 'Exclusive deals for Prime members' and 'See more ways Prime members save', a 'Deals and promotions for Prime members' banner with an illustration of a family, and a 'Prime Membership Benefits' carousel highlighting 'FAST, FREE DELIVERY'.

The screenshot displays the Amazon Prime membership management page. At the top, the navigation bar includes the Amazon logo, a search bar, and links for account management (Hello, Account & Lists), orders (Returns & Orders), and cart. Below the navigation bar, a header section provides account information: a profile icon, the name 'prime', the current plan 'Prime Plus Monthly \$14.99', the renewal date 'September 2, 2022', and a 'Manage Membership' link. A 'Membership Sharing' section offers options to share benefits with a household and a 'Remind me before renewing' checkbox. An 'End Membership' section is also visible. The main content area features a blue banner with the text 'Hello, [redacted] Check out what's included with your Prime membership' and a 'See all your Prime benefits' button. Below this is a section for 'Your Prime Exclusive Rewards' with an illustration of a person carrying boxes. A 'Shop now' button is present. Further down, a blue banner promotes 'Deals and promotions for Prime members'. At the bottom, a 'Prime Membership Benefits' carousel highlights 'FAST, FREE DELIVERY' with a description of the service and an 'Explore Prime Delivery' link.

██████ thank you for being a member with us. Take a look back at your journey with Prime.

You still have **7 days left** to enjoy your Prime benefits until the next billing cycle

Your benefit usage PRIME BENEFITS USED: PAST 12 MONTHS | PAST 30 DAYS

 0 Packages shipped for free with Prime Delivery. Start shopping today's deals!	 0 Movies and TV shows watched with Prime Video. You can start watching videos by clicking here!	 0 Songs listened to with Amazon Music Prime. Start listening now!
---	--	--

Does not include Add-On subscription usage from Amazon Music Unlimited Plan, and Prime Video Rentals or channel subscriptions.

Remind Me Later
Keep my benefits and remind me 3 days before my membership renews

Continue To Cancel

Keep My Benefits

Continue enjoying your delivery benefit, Prime Video and many other benefits.



save \$40.88 over 12 months by switching to annual payments

⚠ Items tied to your Prime membership will be affected if you cancel your membership.

1. By cancelling, you will no longer be eligible for your unclaimed **Prime exclusive offers**.

Get all the benefits of Prime for less



We'd like to offer you the chance to enjoy all the benefits of Prime for only \$139/year.

Switch to annual payments ›

[Are you a student?](#)

[Have an EBT card/receive government assistance?](#)

By clicking "Switch to annual payments", your default payment method or another available payment method on file will be charged \$139/year plus any applicable taxes. Your Prime membership will continue until cancelled. You will be refunded \$14.99 for your current plan.

Remind Me Later

Keep my benefits and remind me 3 days before my membership renews

Continue to cancel

Keep My Membership

Continue enjoying your delivery benefit, Prime Video and many other benefits.

██████ we're sorry to see you go. Please confirm the cancellation of your membership.

You could also consider the following:

Remind Me Later

Remind me three days before my membership renews.

Remind Me Later

Keep My Membership

You will continue enjoying all the benefits of Prime. View everything included in Prime.

Keep My Membership

Pause your Prime membership:

⚠ Items tied to your Prime membership will be affected if you pause your membership.

1. By pausing, you will no longer be eligible for your unclaimed Prime exclusive offers. [Click here to see your offers.](#)

Pause on September 02, 2022

Your benefits access will continue until September 02, 2022. After that date, your billing and benefits will be paused, and you will no longer be charged for your Prime membership. Use the quick-resume function anytime to regain access to your Prime benefits. [Learn More.](#)

Pause on September 02, 2022

Cancel your Prime membership:

⚠ Items tied to your Prime membership will be affected if you cancel your membership.

1. By cancelling, you will no longer be eligible for your unclaimed Prime exclusive offers.

End on September 02, 2022

Your benefits will continue until September 02, 2022, after which your card will not be charged.

End on September 02, 2022

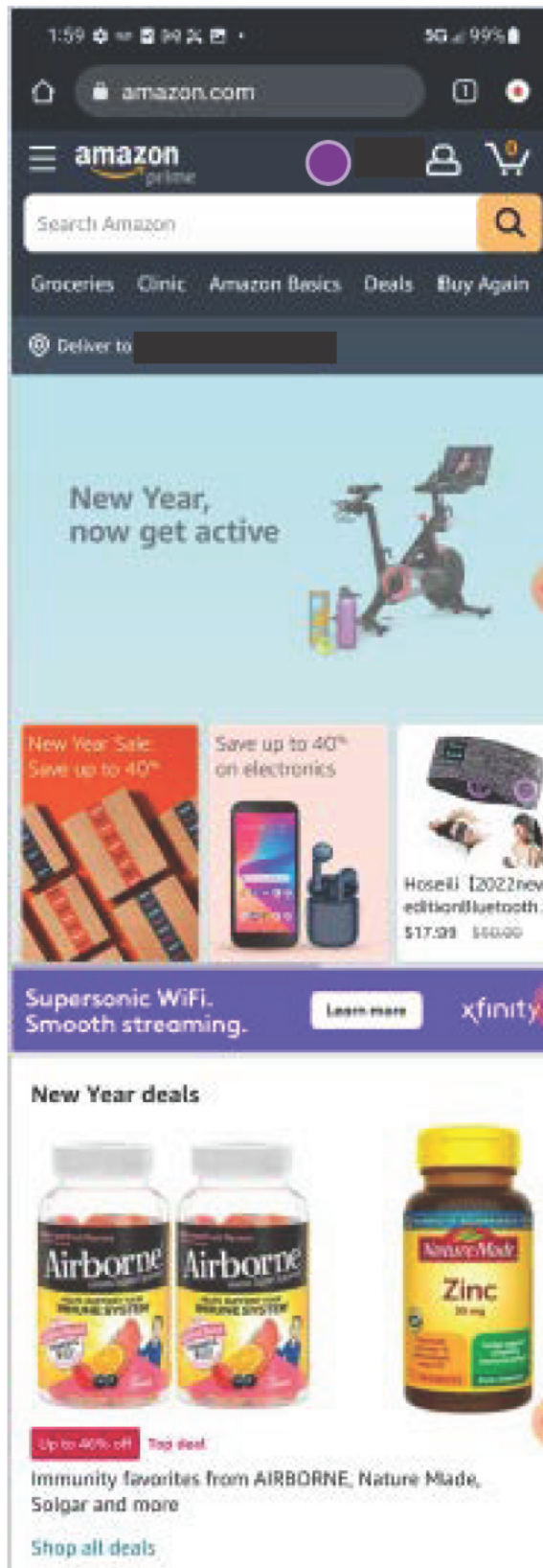
OR

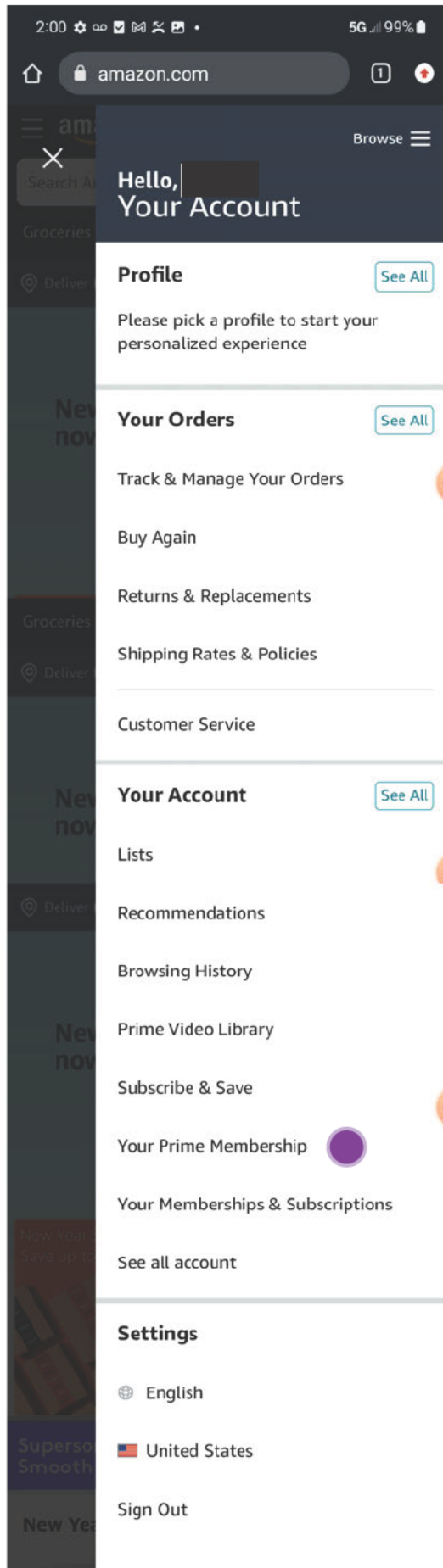
End Now

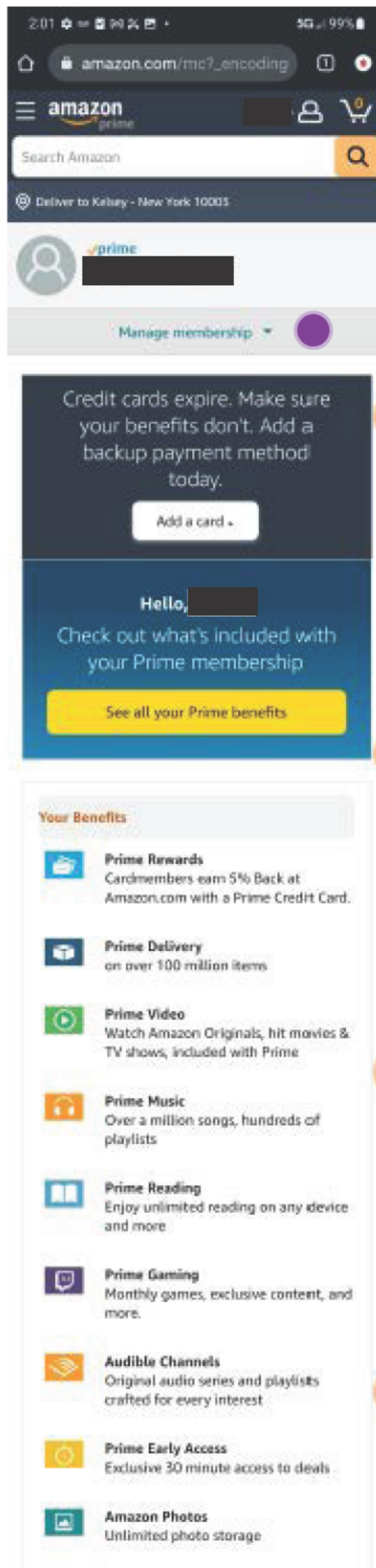
Your benefits will end immediately and you will be refunded \$14.99 for the remaining period of your membership.

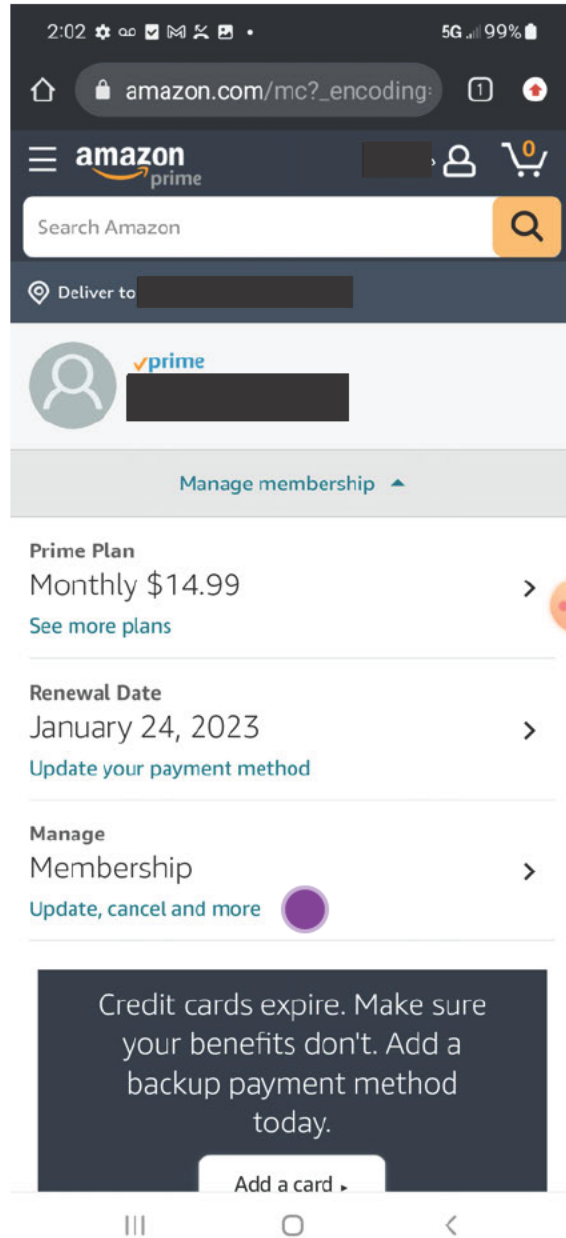
End Now

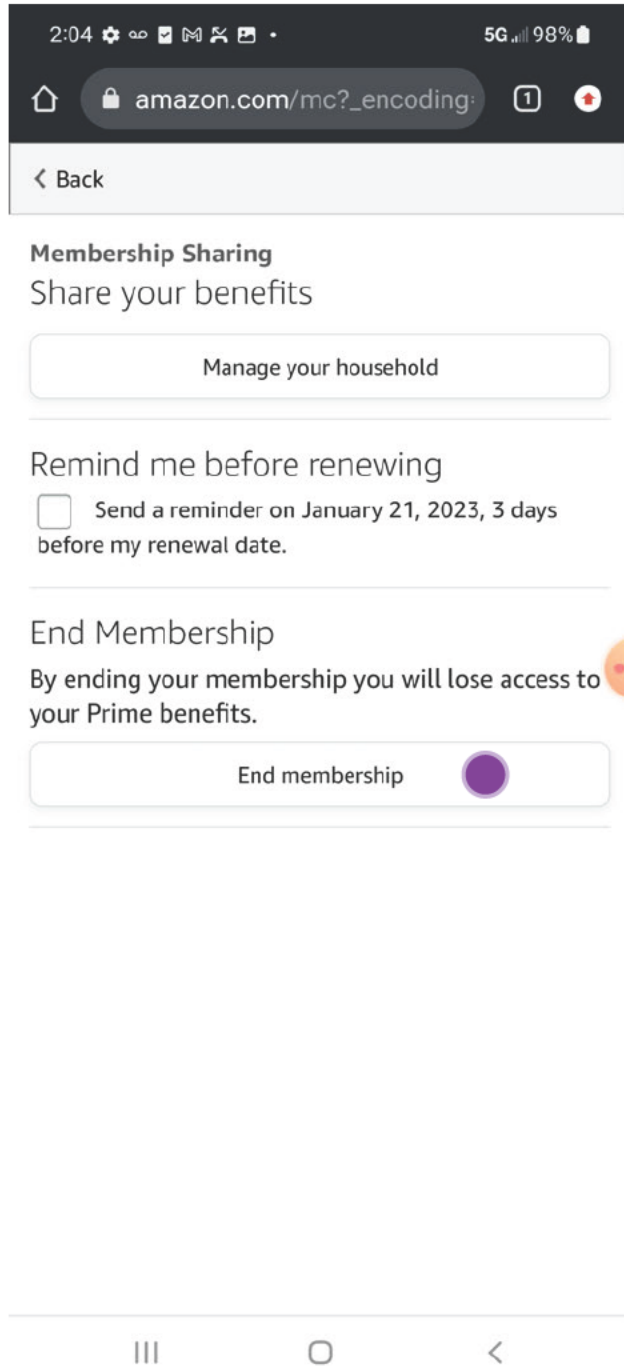
ATTACHMENT R













2:05 5G 98%

amazon.com/mc/pipelines/c


amazon prime

Search Amazon

Deliver to

Back to manage your Prime membership

save \$40.88 over 12 months by switching to annual payments



Get all the benefits of Prime for less

We'd like to offer you the chance to enjoy all the benefits of Prime for only \$139/year.

Switch to annual payments

[Are you a student?](#)
[Have an EBT card/receive government assistance?](#)

By clicking "Switch to annual payments", your default payment method or another available payment method on file will be charged \$139/year plus any applicable taxes. Your Prime membership will continue until cancelled. You will be refunded \$16.32 for your current plan.

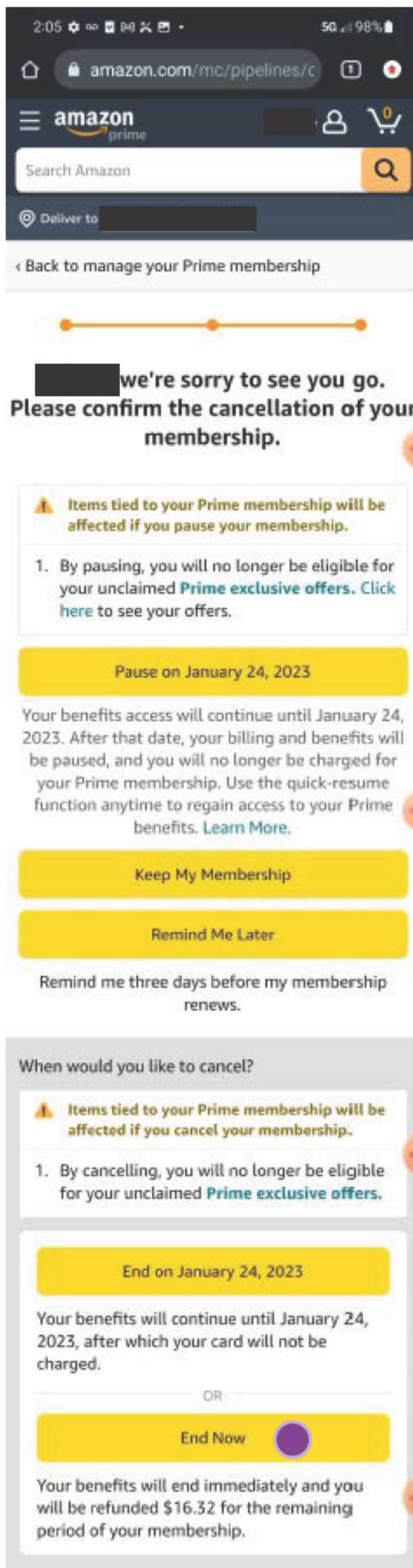
Keep My Membership

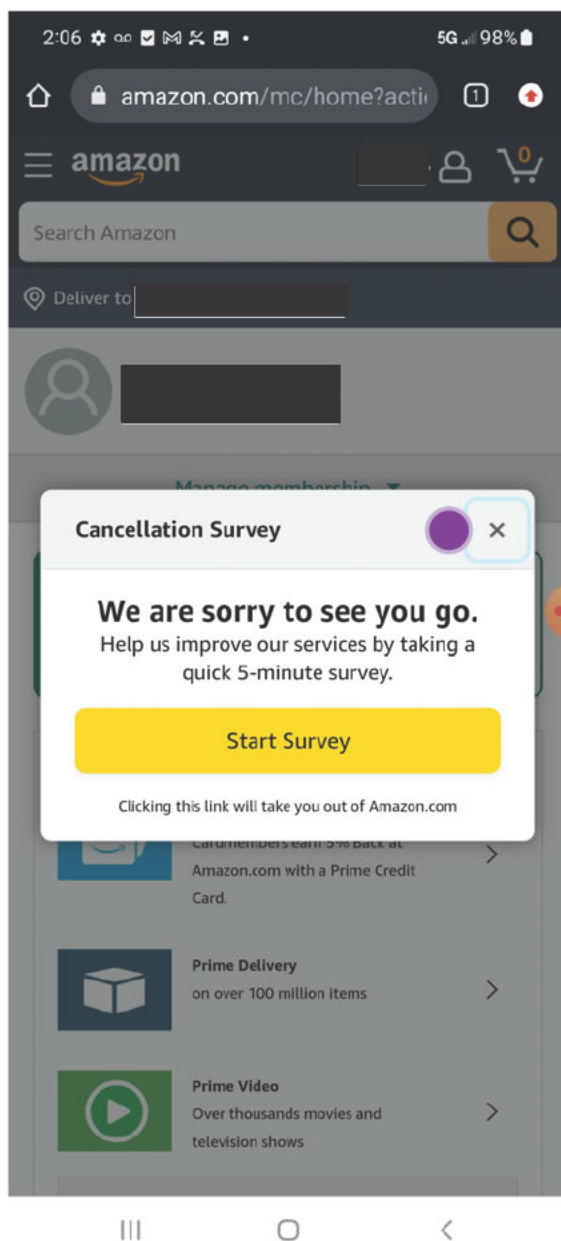
Continue to Cancel

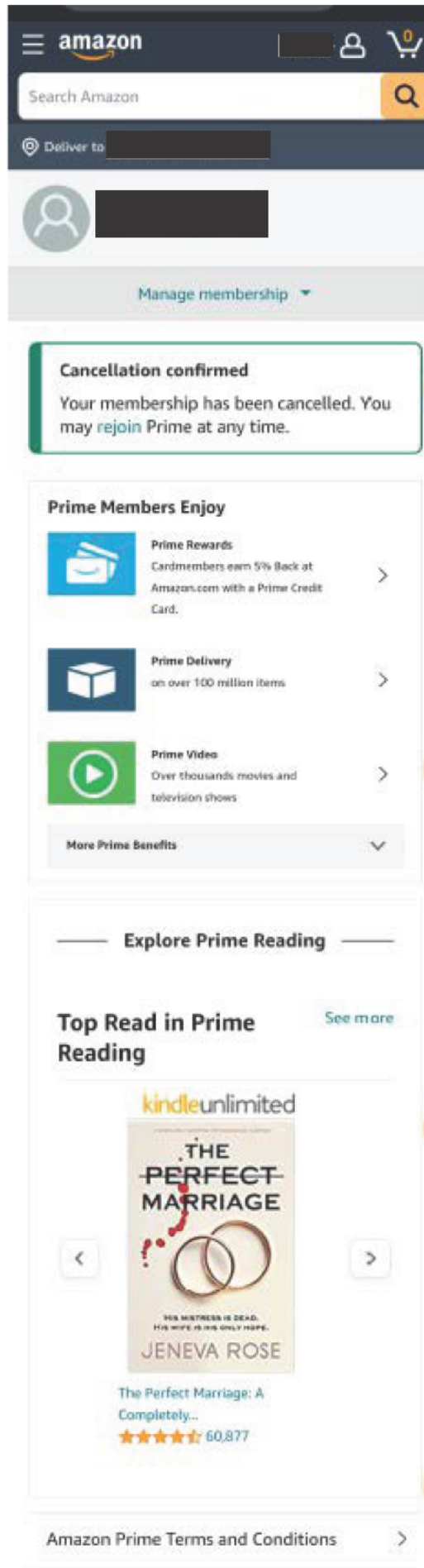
Remind Me Later

Remind me 3 days before my membership renews.

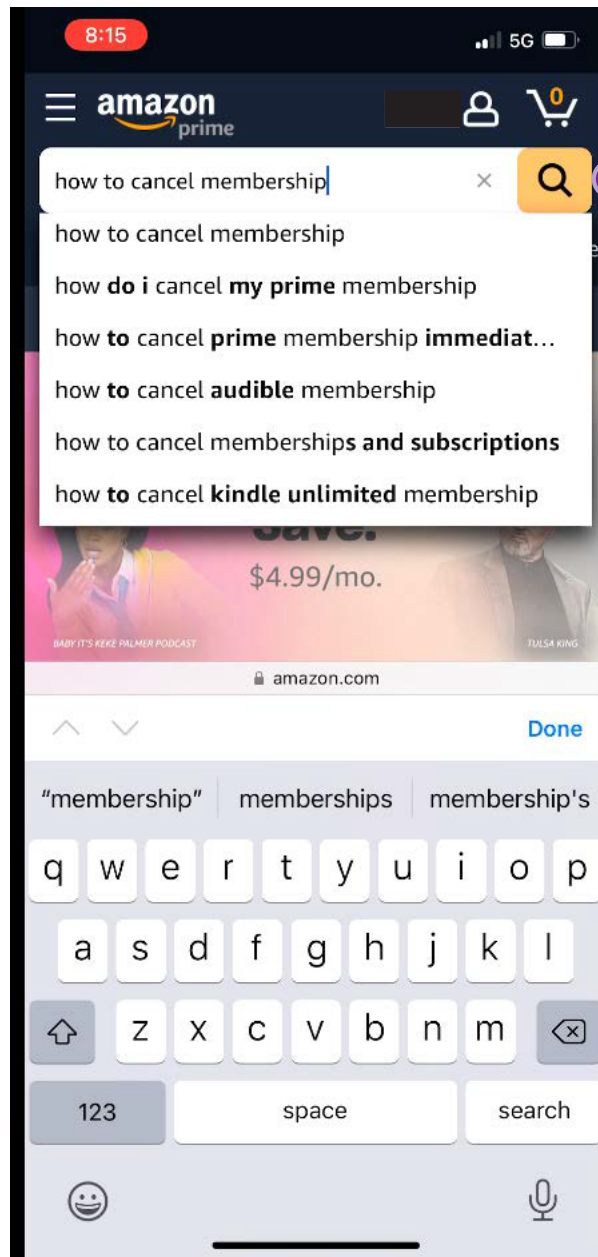
[Amazon Prime Terms and Conditions](#)

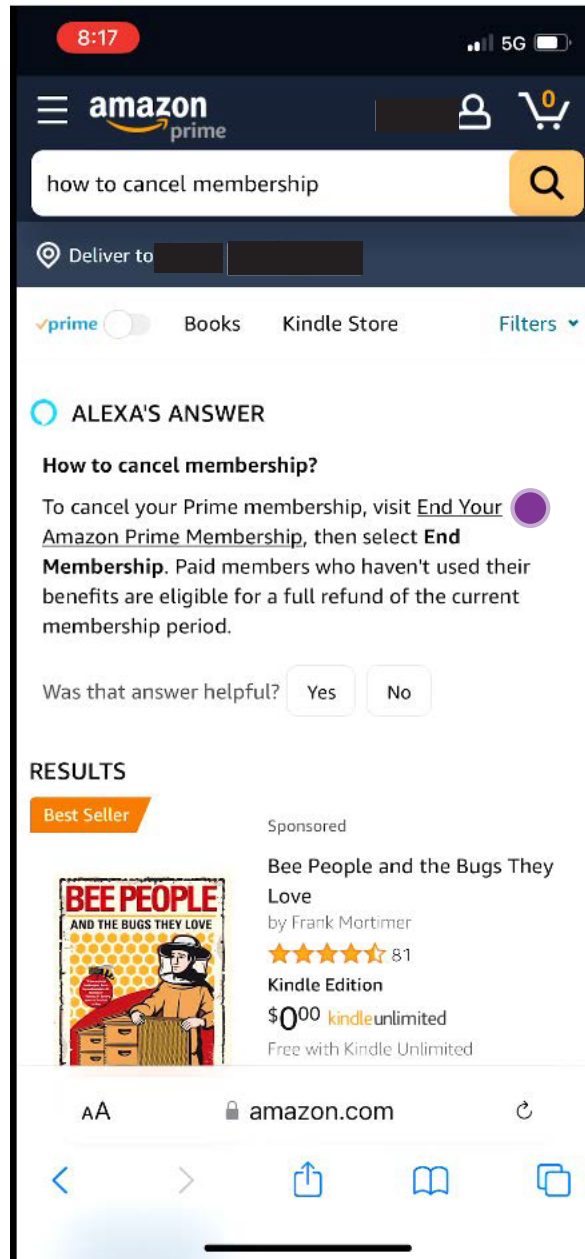


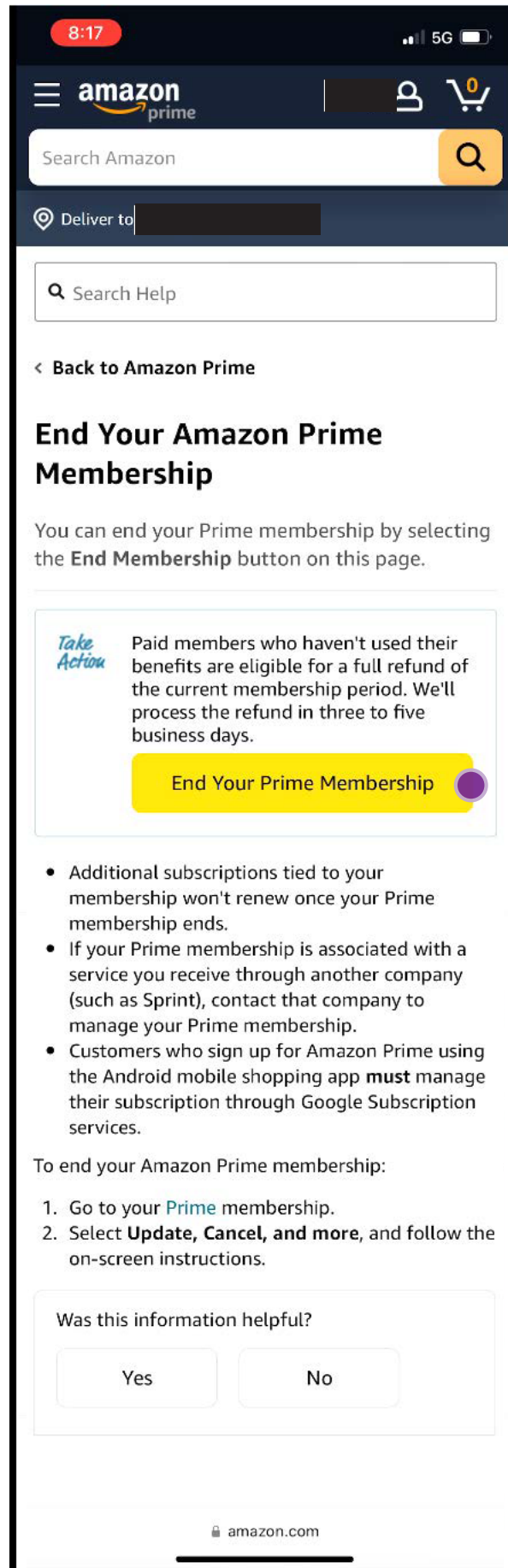


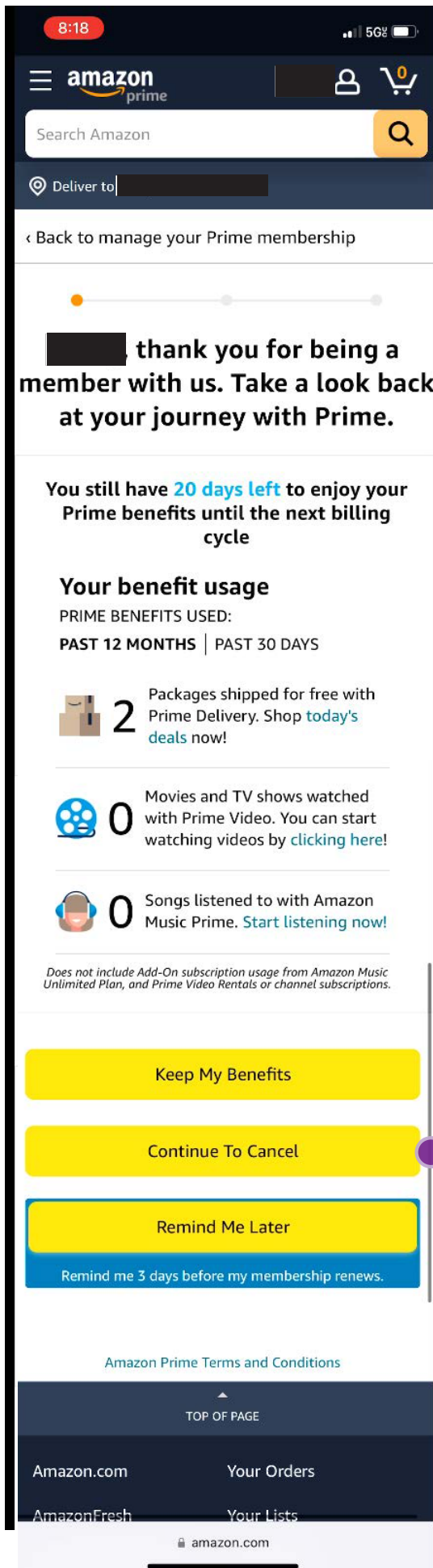


ATTACHMENT S









8:19 5G

amazon prime

Search Amazon

Deliver to [redacted]

Back to manage your Prime membership

save \$40.88 over 12 months by switching to annual payments

Get all the benefits of Prime for less

We'd like to offer you the chance to enjoy all the benefits of Prime for only \$139/year.

Switch to annual payments >

[Are you a student?](#)
[Have an EBT card/receive government assistance?](#)

By clicking "Switch to annual payments", your default payment method or another available payment method on file will be charged \$139/year plus any applicable taxes. Your Prime membership will continue until cancelled. You will be refunded \$16.15 for your current plan.

Keep My Membership

Continue to Cancel

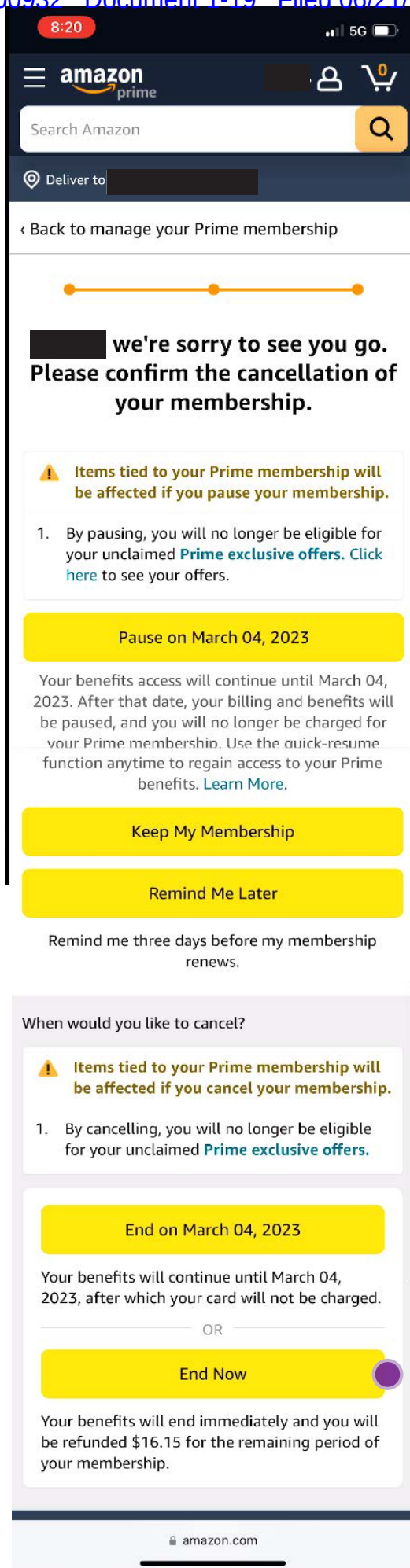
Remind Me Later

Remind me 3 days before my membership renews.

[Amazon Prime Terms and Conditions](#)

TOP OF PAGE

Amazon.com Your Orders



ATTACHMENT T

The screenshot shows the Amazon.com website with a search bar containing the text "cancel membership". A dropdown menu is open, displaying a list of search suggestions. The suggestions are:

- cancel membership
- cancel membership amazon prime now
- cancel membership on my account
- cancel membership and subscriptions
- cancel membership today
- cancel membership now
- cancel membership to prime
- cancel membership and subscriptions on my prime account
- audible cancel membership
- cancel membership hbo

The background of the page is dimmed, showing various promotional banners such as "Top Deal" for TurboTax 2022, "Save now, savor later" for Shop Fresh, "Meds for \$5 a month with Prime" for RxPass, and "Everyday low prices" for Comcast Business. The Amazon Prime logo and navigation menu are visible at the top left, and the user's account information and cart are at the top right.

amazon.com/s?k=cancel+membership&crd=2YHMZYIKSYNZ&sprefix=cancel+membership%2Caps%2C94&ref=nb_sb_noss_1

amazon prime Deliver to All cancel membership

EN Hello Account Lists Returns & Orders Cart

All Clinic Amazon Outlet Health & Household Amazon Home Unique Finds Coupons Beauty & Personal Care Amazon Basics Pet Supplies Pharmacy Home Improvement Smart Home Find a Gift Celebrate Black History Month

1-16 of 360 results for "cancel membership" Sort by: Featured

Kindle Unlimited

kindleunlimited

Department

Books

- Reference
- Computers & Technology
- Schools & Teaching

Kindle Store

- Reference eBooks
- Kindle Short Reads
- Computers & Technology
- Nonfiction
- Schools & Teaching

Customer Review

- ★★★★★ & Up
- ★★★★☆ & Up
- ★★★☆☆ & Up
- ★★☆☆☆ & Up

New Releases

Last 90 days

Book Language

English

Accessibility Features

Screen Reader Supported

Word Wise

Word Wise Enabled

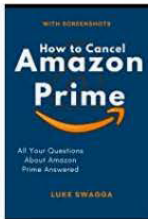
ALEXA'S ANSWER

How to cancel membership?

To cancel your Prime membership, visit [End Your Amazon Prime Membership](#), then select **End Membership**. Paid members who haven't used their benefits are eligible for a full refund of the current membership period.

Was that answer helpful? Yes No

RESULTS



How to Cancel Amazon Prime: All Your Questions About Amazon Prime Answered | Know Your Way Around Amazon Prime with Tips & Tricks to Get the Most Out of Your Prime Membership (With Screenshots)

by Luke Swagga | Dec 19, 2021

★★★★☆ < 30

Paperback

\$5.99

prime

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Kindle


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Cancel Prime Membership Now: How to Cancel my Amazon Prime Membership Immediately. Updated 2023 (How to Guides Book 3)

Book 3 of 7: How to Guides | by Stewart Scoles | Feb 23, 2022

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12

amazon.com/gp/help/customer/display.html?ref=sxsts_aspa_qna&pf_rd_p=6b8e18b8-a20f-4b86-9f1a-a922d85d8f9a&pf_rd_r=QFWPBY7PIKDFWT23KRN&pd_rd_wg=lyPH9&pd_rd_w=kDp7c&content-id=amzn1.sym.6b8e18b8-a20f-4b86-9f1a-a922d85d8f9...

amazon prime Deliver to: All Search Amazon EN Hello, Account & Lists Returns & Orders Cart

All Clinic Amazon Outlet Health & Household Amazon Home Unique Finds Coupons Beauty & Personal Care Amazon Basics Pet Supplies Pharmacy Home Improvement Smart Home Find a Gift Celebrate Black History Month

Help & Customer Service

< All Help Topics

Amazon Prime

- Amazon Prime Benefits
- Amazon Prime
- Amazon Prime Membership for the Netherlands at Amazon.nl and Amazon.de
- About Prime Day
- About Prime Early Access Sale
- Sign Up for the Amazon Prime Free Trial
- Share Your Amazon Prime Benefits
- Pause Your Amazon Prime Membership
- End Your Amazon Prime Membership**
- The Amazon Prime Membership Fee
- Change Your Prime or Prime Video Monthly Membership
- Switch Amazon Prime Membership
- Use Buy Now with Amazon Prime
- Using a Promotional Code for Amazon Prime
- Exchange a Prime Gift Membership
- Buy a Prime Gift Membership
- Buy Add-on Items
- Scan the Amazon Elements

Find more solutions

q

Shipping and Delivery > Amazon Prime >

End Your Amazon Prime Membership

You can end your Prime membership by selecting the **End Membership** button on this page.

Take Action Paid members who haven't used their benefits are eligible for a full refund of the current membership period. We'll process the refund in three to five business days.

End Your Prime Membership

- Additional subscriptions tied to your membership won't renew once your Prime membership ends.
- If your Prime membership is associated with a service you receive through another company (such as Sprint), contact that company to manage your Prime membership.
- Customers who sign up for Amazon Prime using the Android mobile shopping app **must** manage their subscription through Google Subscription services.

To end your Amazon Prime membership:

- Go to your **Prime** membership.
- Select **Update, Cancel, and more**, and follow the on-screen instructions.

Was this information helpful?

Yes No

The screenshot shows the Amazon Prime cancellation page. At the top, the browser address bar displays 'amazon.com/mc/pipelines/cancellation/'. The Amazon Prime logo is on the left, and a search bar is in the center. The navigation bar includes links for 'All', 'Clinic', 'Amazon Outlet', 'Health & Household', 'Amazon Home', 'Unique Finds', 'Coupons', 'Beauty & Personal Care', 'Amazon Basics', 'Pet Supplies', 'Pharmacy', 'Home Improvement', 'Smart Home', 'Find a Gift', and 'Celebrate Black History Month'. Below the navigation bar, the breadcrumb trail reads 'Your Account > Manage Your Prime Membership > Edit Membership'. The main content area features a progress indicator with three dots, the first of which is orange. Below this, a message says '██████, thank you for being a member with us. Take a look back at your journey with Prime.' A grey box contains the text 'You still have 18 days left to enjoy your Prime benefits until the next billing cycle' and 'Your benefit usage' with sub-sections for 'PRIME BENEFITS USED: PAST 12 MONTHS | PAST 30 DAYS'. Three benefit categories are listed: 'Packages shipped for free with Prime Delivery', 'Movies and TV shows watched with Prime Video', and 'Songs listened to with Amazon Music Prime'. At the bottom of the grey box, a disclaimer states: 'Does not include Add-On subscription usage from Amazon Music Unlimited Plan, and Prime Video Rentals or channel subscriptions.' Three buttons are visible: 'Remind Me Later' (yellow), 'Continue To Cancel' (yellow with a purple circle), and 'Keep My Benefits' (yellow). Below these are two blue boxes: 'Remind me 3 days before my membership renews.' and 'Continue enjoying your delivery benefit, Prime Video and many other benefits.' At the bottom of the page, there is a link for 'Amazon Prime Terms and Conditions' and a 'Back to top' button.

amazon.com/mc/pipelines/cancellation/

amazon prime

All Search Amazon

EN Hello, Account & Lists Returns & Orders Cart

All Clinic Amazon Outlet Health & Household Amazon Home Unique Finds Coupons Beauty & Personal Care Amazon Basics Pet Supplies Pharmacy Home Improvement Smart Home Find a Gift Celebrate Black History Month

Your Account > Manage Your Prime Membership > Edit Membership

██████, thank you for being a member with us. Take a look back at your journey with Prime.

You still have 18 days left to enjoy your Prime benefits until the next billing cycle

Your benefit usage PRIME BENEFITS USED: PAST 12 MONTHS | PAST 30 DAYS

0 Packages shipped for free with Prime Delivery. Start shopping today's deals!

0 Movies and TV shows watched with Prime Video. You can start watching videos by clicking here!

0 Songs listened to with Amazon Music Prime. Start listening now!

Does not include Add-On subscription usage from Amazon Music Unlimited Plan, and Prime Video Rentals or channel subscriptions.

Remind Me Later

Continue To Cancel

Keep My Benefits

Remind me 3 days before my membership renews.

Continue enjoying your delivery benefit, Prime Video and many other benefits.

Amazon Prime Terms and Conditions

Back to top

Your Account > Manage Your Prime Membership > Edit Membership



save \$40.88 over 12 months by switching to annual payments

Get all the benefits of Prime for less



We'd like to offer you the chance to enjoy all the benefits of Prime for only \$139/year.

Switch to annual payments >

[Are you a student?](#)
[Have an EBT card/receive government assistance?](#)

By clicking "Switch to annual payments", your default payment method or another available payment method on file will be charged \$139/year plus any applicable taxes. Your Prime membership will continue until cancelled. You will be refunded \$16.31 for your current plan.

Remind Me Later
Remind me 3 days before my membership renews.

Continue to Cancel

Keep My Membership

Continue enjoying your delivery benefit, Prime Video and many other benefits.

[Amazon Prime Terms and Conditions](#)

[Back to top](#)

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Sell products on Amazon

Sell apps on Amazon

Amazon Payment Products

Amazon Rewards Visa Signature Cards

Amazon Store Card

Let Us Help You

Amazon and COVID-19

Your Account

Waiting for cache...

amazon.com/mc/pipelines/cancellation?ref_=pcen_ccn_of_con_cn_btn&pld=cancellation&ep=alternative_offer%2Calternative_marketing%2Ccancellation&ip=alternative_marketing&cp=alternative_offer&ms3_c=d54a8fcc11023d2080690b89d3dacab

amazon prime Search Amazon EN Hello, Account & Lists Returns & Orders Cart

All Clinic Amazon Outlet Health & Household Amazon Home Unique Finds Coupons Beauty & Personal Care Amazon Basics Pet Supplies Pharmacy Home Improvement Smart Home Find a Gift Celebrate Black History Month

Your Account > Manage Your Prime Membership > Edit Membership

we're sorry to see you go. Please confirm the cancellation of your membership.

You could also consider the following:

Remind Me Later
Remind me three days before my membership renews. [Remind Me Later](#)

Keep My Membership
You will continue enjoying all the benefits of Prime. [Keep My Membership](#)
View everything included in Prime.

Pause your Prime membership:

Items tied to your Prime membership will be affected if you pause your membership.

- By pausing, you will no longer be eligible for your unclaimed [Prime exclusive offers](#). [Click here to see your offers.](#)

Pause on March 02, 2023
Your benefits access will continue until March 02, 2023. After that date, your billing and benefits will be paused, and you will no longer be charged for your Prime membership. Use the quick-resume function anytime to regain access to your Prime benefits. [Learn More.](#) [Pause on March 02, 2023.](#)

Cancel your Prime membership:

Items tied to your Prime membership will be affected if you cancel your membership.

- By cancelling, you will no longer be eligible for your unclaimed [Prime exclusive offers](#).

Pause on March 02, 2023
Your benefits access will continue until March 02, 2023. After that date, your billing and benefits will be paused, and you will no longer be charged for your Prime membership. Use the quick-resume function anytime to regain access to your Prime benefits. [Learn More.](#) [Pause on March 02, 2023.](#)

Cancel your Prime membership:

Items tied to your Prime membership will be affected if you cancel your membership.

- By cancelling, you will no longer be eligible for your unclaimed [Prime exclusive offers](#).

End on March 02, 2023
Your benefits will continue until March 02, 2023, after which your card will not be charged. [End on March 02, 2023.](#)

OR

End Now
Your benefits will end immediately and you will be refunded \$16.31 for the remaining period of your membership. [End Now.](#)

[Amazon Prime Terms and Conditions](#)

[Back to top](#)

<p>Get to Know Us</p> <ul style="list-style-type: none"> Careers Amazon Newsletter About Amazon Accessibility Sustainability Press Center 	<p>Make Money with Us</p> <ul style="list-style-type: none"> Sell products on Amazon Sell apps on Amazon Supply to Amazon Protect & Build Your Brand Become an Affiliate Become a Delivery Driver 	<p>Amazon Payment Products</p> <ul style="list-style-type: none"> Amazon Rewards Visa Signature Cards Amazon Store Card Amazon Secured Card Amazon Business Card Shop with Points Credit Card Marketplace 	<p>Let Us Help You</p> <ul style="list-style-type: none"> Amazon and COVID-19 Your Account Your Orders Shipping Rates & Policies Amazon Prime Returns &
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amazon.com/mc/home?actionSuccess=true&actionTaken=Cancellation

amazon Deliver to All Search Amazon EN Hello, Account & Lists Returns & Orders Cart

All Clinic Health & Household Amazon Home Unique Finds Coupons Beauty & Personal Care Amazon Basics Pet Supplies Pharmacy Home Improvement Smart Home Find a Gift Amazon Business Buy Again Celebrate Black History Month

Profile icon Last Payment February 2, 2023 View all payment receipts

✓ Cancellation confirmed
Your membership has been cancelled. You may rejoin Prime at any time.

Prime movies and shows you may like See more

SHOTGUN WEDDING NEW MOVIE + Add to Watchlist

THE SECRET DARE TO DREAM + Add to Watchlist

MEMORY + Add to Watchlist

ETHAN HAWKE BLACK PHONE + Add to Watchlist

Cancellation Survey x

We are sorry to see you go.
Help us improve our services by taking a quick 5-minute survey.

[Start Survey](#)

Clicking this link will take you out of Amazon.com

Important Message
You are currently not a member of Amazon Prime. Click here to sign up.

Prime Members Enjoy

Prime Rewards
Card members earn 5% Back at Amazon.com with a Prime Credit Card. Learn More

Prime Delivery

amazon.com/mc/home?actionSuccess=true&actionTaken=Cancellation

amazon Search Amazon EN Hello, Account & Lists Returns & Orders Cart

All Clinic Health & Household Amazon Home Unique Finds Coupons Beauty & Personal Care Amazon Basics Pet Supplies Pharmacy Home Improvement Smart Home Find a Gift Amazon Business Buy Again Celebrate Black History Month

Profile icon Last Payment February 2, 2023 View all payment receipts

✓ Cancellation confirmed
Your membership has been cancelled. You may rejoin Prime at any time.

Prime movies and shows you may like [See more](#)

SHOTGUN WEDDING NEW MOVIE + Add to Watchlist

THE SECRET DARE TO DREAM + Add to Watchlist

JURASSIC WORLD DOMINION + Add to Watchlist

MEMORY + Add to Watchlist

ETHAN HAWKE BLACK PHONE + Add to Watchlist

i Important Message
You are currently not a member of Amazon Prime. [Click here to sign up.](#)

Prime Members Enjoy

Prime Rewards
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Prime Delivery

ATTACHMENT U

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AMAZON ORIGINAL
SHOTGUN WEDDING

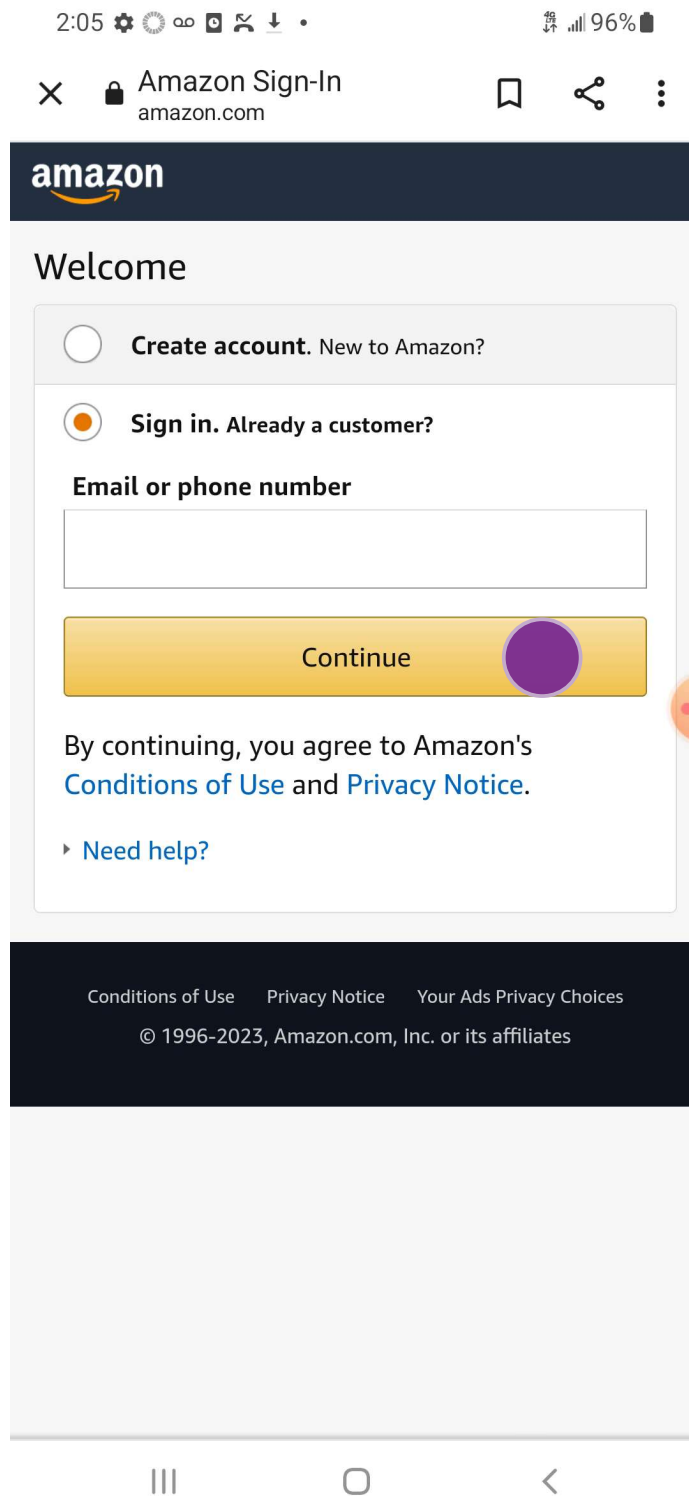
★★★★☆ (2,689) IMDb 5.5 1 h 41 min 2023

X-Ray HDR UHD AD))) R

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when available

Current gift card balance: \$0.00

[^ Add a credit or debit card](#)

Enter your card information



Use name on account

Name on card

Card number

Expiration date

01



2023



Add your card

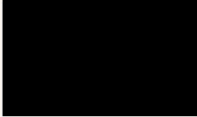


2:10 5G 96%

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Always use your Amazon Gift Card balance when available
Current gift card balance: \$0.00



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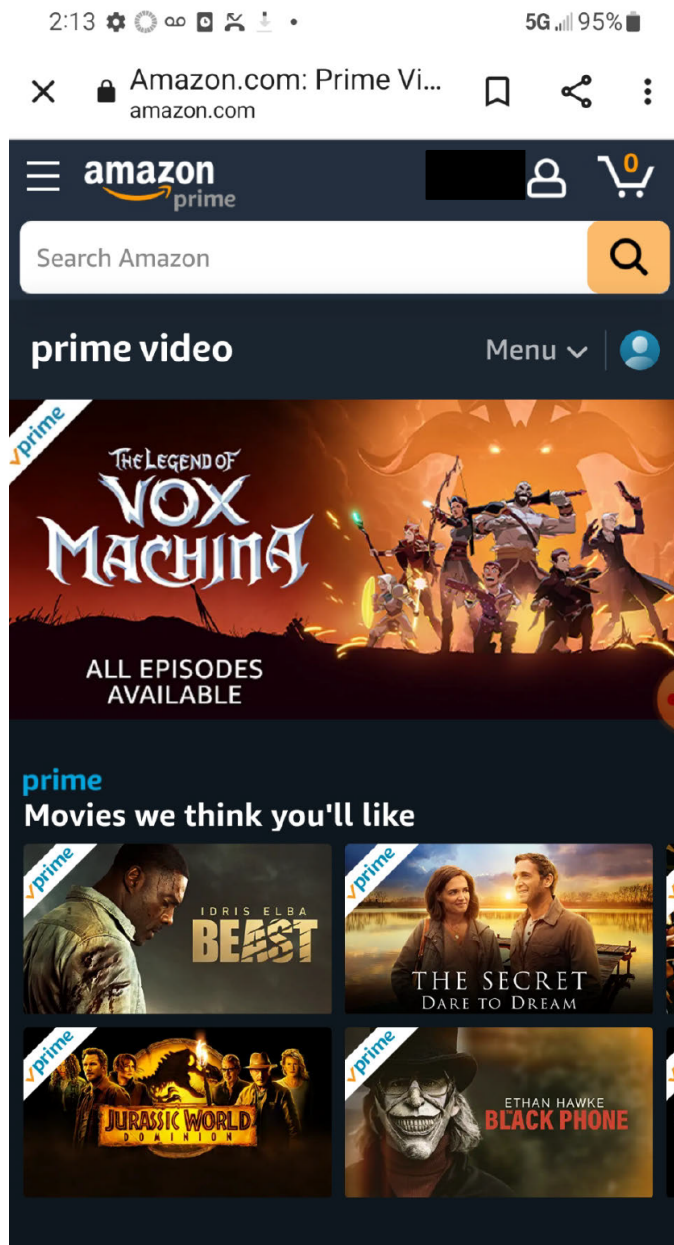
Confirm your details

Plan	Prime Enjoy unlimited streaming of thousands of movies and TV shows plus FREE Two-Day Delivery on millions of items. (\$14.99/month after trial)	>
Email	[Redacted]	
Payment method	Gift Card (Gift card balance will be used when available)	>
Billing address	[Redacted]	>

By signing up, you acknowledge that you have read and agree to the Amazon Prime [Terms and Conditions](#) and authorize us to charge your preferred card or another available credit card on file after your 30-day free trial. **Your Prime membership continues until cancelled.** If you don't want to continue for \$14.99/month plus any applicable taxes, you may cancel anytime by visiting [Your Account](#) and adjusting your membership settings.

Start your free trial. 

Change or cancel plan anytime
Pay later



ATTACHMENT V

amazon.com/gp/video/detail/B08XFXVWV8/ref=atv_hm_hom_1_c_ZnHFDf_brws_2_3

amazon Prime Video Search Amazon

Home Store Channels Categories My Stuff Deals

Them

Season 1 ★★★★★ (5,388) 7.4 2021 X-Ray HDR UHD 4K TV-14

THEM is a limited anthology series that explores terror in America. The first season, 1950s-set COVENANT centers around a Black family who move from North Carolina to an all-white Los Angeles neighborhood during the period known as The Great Migration. The family's idyllic home becomes ground zero where malevolent forces, next door and otherworldly, threaten to taunt, ravage and...

Starring Deborah Ayorinde, Ashley Thomas, Alison Pill
 Genres Suspense, Horror, Drama
 Subtitles English [CC], العربية, more...
 Audio languages English, English [Audio Description], more...

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Episodes Extras Related Details

Episodes (10) Sort by

Episode	Description	Release Date	Duration	Rating	Subtitles	Audio languages
1. DAY 1	Welcome to Compton.	April 8, 2021	50min	TV-14	Subtitles	Audio languages
2. DAY 3	Henry goes to work. Ruby goes to school. Lucky and Gracie go to the hardware store. Lucky bakes a pie.	April 8, 2021	56min	TV-14	Subtitles	Audio languages
3. DAY 4	Henry surprises the girls. Lucky goes to Hazel's. Betty makes an impression. Lucky takes the bus.	April 8, 2021	41min	TV-14	Subtitles	Audio languages
4. DAY 6	Lucky visits Helen. Henry gets good news. Ruby and Doris share a secret. Lucky meets Ella Mae.	April 8, 2021	45min	TV-14	Subtitles	Audio languages
5. COVENANT I.	Helen goes to work. The Emorys leave North Carolina.	April 8, 2021	34min	TV-14	Subtitles	Audio languages
6. DAY 7: MORNING	Lucky does Gracie's hair. Henry has a beer with a new friend. Ruby tries out. Betty phones a friend.	April 8, 2021	40min	TV-14	Subtitles	Audio languages
7. DAY 7: NIGHT	Henry goes for a walk. Betty visits George. Hazel visits Lucky. Henry makes a discovery.	April 8, 2021	41min	TV-14	Subtitles	Audio languages
8. DAY 9		April 8, 2021				



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Mobile number or email

Password

! Passwords must be at least 6 characters.

Re-enter password

Verify email



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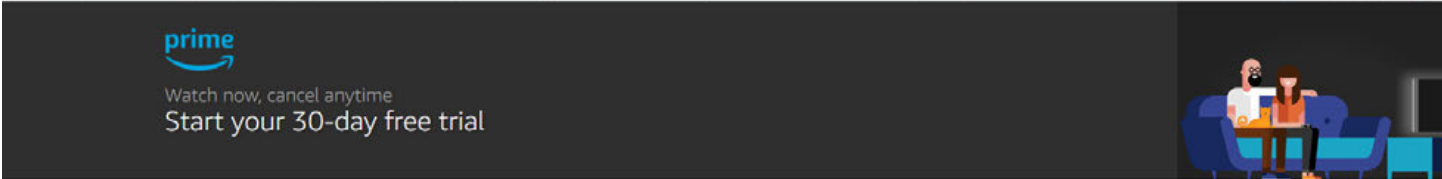
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Select a payment method

Your available balance

 Always use your Amazon Gift Card balance when available
Current gift card balance: \$0.00

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Amazon accepts major credit and debit cards.



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Enter your card information:

Name on card	Card number	Expiration date	
<input type="text"/>	<input type="text"/>	01 ▼ 2023 ▼	Add your card

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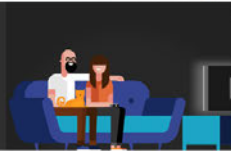
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	[REDACTED]	[REDACTED]

Your available balance

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▼ Add a credit or debit card

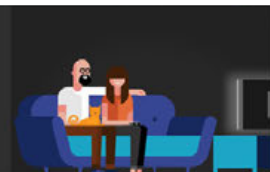
Amazon Store Card
Access to exclusive financing offers. No annual fee. Zero fraud liability.
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Gift Cards, Vouchers & Promotional Codes
▼ Enter a gift card, voucher or promotional code

Continue



Watch now, cancel anytime
Start your 30-day free trial



Confirm your details

Plan	Prime Enjoy unlimited streaming of thousands of movies and TV shows plus FREE Two-Day Delivery on millions of items. (\$14.99/month after trial)	Change
Email	[REDACTED]	
Payment method	[REDACTED] Gift Card (Gift card balance will be used when available)	Change
Billing address	[REDACTED]	Change

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Welcome to Prime, [REDACTED]

Did you know? Your membership also includes:

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- 
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All Clinic Prime Video Amazon Basics Today's Deals Buy Again Groceries Prime Customer Service Best Sellers New Releases Gift Cards Books Coupons Amazon Home Music Registry Pharmacy Celebrate Black History Month

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Shotgun Wedding

Darcy (Jennifer Lopez) and Tom (Josh Duhamel) gather their families for the ultimate destination wedding but when the entire party is taken hostage, "Til Death Do Us Part" takes on a whole new meaning in this hilarious, adrenaline-fueled adventure as Darcy and Tom must save their loved ones...

Watch now + Watchlist Details

prime Movies we think you'll like

BEAST SHOTGUN WEDDING somebody i used to know LOST CITY OPHAN First Kill DOG JURASSIC WORLD THE SECRET DARE TO DREAM THE WOLF OF WALL STREET HUNGER GAMES MEMORY BLACK PHONE

prime Amazon Originals and Exclusives

SHOTGUN WEDDING BEAST somebody i used to know CLARKSON'S FARM 2 VOX MACHINA HARLEM

prime Top 10 in the US

Clarkson's Farm – Season 2

Unscripted, Comedy, Documentary 16+

Play \$2 E1 + i

1 CLARKSON'S FARM 2 VOX MACHINA 3 HARLEM 4 BEAST 5 JACK RYAN 6 SHOTGUN WEDDING 7

prime Kids and family TV

SpongeBob SquarePants Peppa Pig Do & Dots Dr. Seuss Baking Challenge Daniel Tiger's Neighborhood Pete the Cat

prime TV shows we think you'll like

THE BOYS BOBATHEN HARLEM CLARKSON'S FARM VOX MACHINA THE RINGS OF POWER

prime Top-rated movies

SNITCH DOG CATCHING FIRE BLACK PHONE OPHAN First Kill TRANSFORMERS AGE OF EXTINCTION

prime Recently added movies

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS
Federal Trade Commission
(b) County of Residence of First Listed Plaintiff
(c) Attorneys (Firm Name, Address, and Telephone Number)
See attachment

DEFENDANTS
Amazon.com, Inc.
County of Residence of First Listed Defendant King County
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)
Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
[X] 1 U.S. Government Plaintiff
[] 2 U.S. Government Defendant
[] 3 Federal Question (U.S. Government Not a Party)
[] 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State [] 1 [] 1
Citizen of Another State [] 2 [] 2
Citizen or Subject of a Foreign Country [] 3 [] 3
Incorporated or Principal Place of Business In This State [] 4 [] 4
Incorporated and Principal Place of Business In Another State [] 5 [] 5
Foreign Nation [] 6 [] 6

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

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes for various legal actions like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

V. ORIGIN (Place an "X" in One Box Only)
[X] 1 Original Proceeding
[] 2 Removed from State Court
[] 3 Remanded from Appellate Court
[] 4 Reinstated or Reopened
[] 5 Transferred from Another District (specify)
[] 6 Multidistrict Litigation - Transfer
[] 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. §§ 45, 53, 57b, 8404
Brief description of cause:
Unfair or deceptive acts or practices in or affecting commerce

VII. REQUESTED IN COMPLAINT:
[] CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$
CHECK YES only if demanded in complaint:
JURY DEMAND: [] Yes [X] No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE
DOCKET NUMBER

DATE 6/21/2023 SIGNATURE OF ATTORNEY OF RECORD /s/ Evan Mendelson

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

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

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

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

Attachment to Civil Cover Sheet

I(c) Plaintiff's Attorneys

Evan Mendelson
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580
(202) 326-3320

Jonathan Cohen
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600 Pennsylvania Avenue, NW
Washington DC 20580
(202) 326-2551

Olivia Jerjian
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(202) 326-2749

Thomas Maxwell Nardini
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington DC 20580
(202) 326-2812

Colin D. A. MacDonald
Federal Trade Commission
915 Second Ave., Suite 2896
Seattle, WA 98174
(206) 220-4474

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

UNITED STATES DISTRICT COURT

for the

Western District of Washington

Federal Trade Commission

Plaintiff(s)

v.

Amazon.com, Inc.

Defendant(s)

Civil Action No. 2:23-cv-0932

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Amazon.com, Inc.
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Evan Mendelson, Jonathan Cohen, Thomas Maxwell Nardini, and Olivia Jerjian (Federal Trade Commission, 600 Pennsylvania Ave. NW, CC-9528, Washington, DC 20580)

Colin D. A. MacDonald (Federal Trade Commission, 915 Second Ave., Suite 2896, Seattle, WA 98174)

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

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 2:23-cv-0932

PROOF OF SERVICE

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

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

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

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

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

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: