

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

Case No.

JEREMY SHEPHERD, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

AMAZON.COM, INC.,

Defendant

SUMMONS

Plaintiff designates Queens County as the place of trial; the basis of the venue is one of Plaintiff's residences, which is located in Woodside, New York, and because Defendant regularly conducts business in Queens County.

To the above named defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer at the address listed below within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in the case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: New York, New York
May 29, 2020



James C. Kelly

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Plaintiff,

vs.

AMAZON.COM, INC.,

Defendant.

COMPLAINT

Plaintiff Jeremy Shepherd (“Plaintiff”), by and through his undersigned counsel, upon personal knowledge as to themselves and upon information and belief as to all other matters, allege as follows:

1. Plaintiff brings this action against defendant Amazon Inc., (“Amazon” or “Defendant” or “Company”), on behalf of himself and all other similarly situated individuals and entities who purchased an Amazon Prime membership for free and fast shipping services, during the period between March 17, 2020, and the date of the final disposition of this action.

SUMMARY

2. This is a class action against Amazon for unfair and deceptive trade practices concerning the sale of Amazon Prime membership.

3. Amazon sells a subscription service to the public that includes free and fast shipping on more than 10,000,000 products sold by Amazon and/or third-party sellers through Amazon's warehouses and distribution centers.

4. A standard annual Amazon Prime membership costs \$119 per year. If you pay month-by-month, an Amazon Prime membership is \$12.99 per month.

5. The way Amazon Prime shipping works is that manufacturers and/or third-party sellers send their inventory of products to Amazon distribution centers beforehand so that products are ready to be quickly packed and shipped when a customer places an order.

6. In March of 2020, online purchasing and shipping demand surged as a result of people staying home due to COVID-19 stay-at-home orders and governmental regulations and orders throughout the country shutting down brick and mortar businesses other than grocery and pharmacy stores.

7. On March 17, 2020, Amazon halted its Prime Shipping service by sending a notice to all manufacturers and third party sellers that they could no longer ship most products to Amazon's distribution centers because it was "temporarily prioritizing household staples, medical supplies, and other high-demand products coming into our

fulfillment centers so that we can more quickly receive, restock, and deliver these products to customers.”

8. Accordingly, Amazon temporarily suspended its Prime shipping service to focus on its grocery and pharmacy business, favoring one group of customers over others.

9. Plaintiff was damaged by Amazon’s unfair actions as he was not able to use the free and fast shipping service that he paid for and would have not purchased Amazon Prime membership if he knew that Amazon could freeze the service to concentrate on its grocery and pharmacy business and not provide him any credit for the paused service.

10. In selling Amazon Prime shipping services, Amazon fails to adequately disclose to the public and customers, prior to the purchase of Amazon Prime, that Amazon may suspend its free and fast shipping at any time and for whatever reason it chooses.

11. In selling Amazon Prime shipping services, Amazon fails to adequately disclose to the public and customers, prior to the purchase of Amazon Prime, that Amazon may suspend its free and fast shipping so that it can concentrate on higher volume and/or higher margin customers and/or orders when it chooses to do so.

12. In selling Amazon Prime shipping services, Amazon fails to adequately disclose to the public and customers, prior to the purchase of Amazon Prime, that Amazon may suspend its free and fast shipping so that it can compete against other companies, including grocery and pharmacy delivery companies.

13. Amazon fails to adequately disclose that when it suspends Amazon Prime's free and fast shipping for whatever reason, customers will not receive any refund for their Amazon Prime subscription purchase, not even a partial refund for the time that the service was inactive.

14. Amazon also fails to adequately disclose that when it suspends Amazon Prime's free and fast shipping for whatever reason, customers will not receive any credit, not even a partial credit, towards the purchase of an Amazon Prime membership.

15. Plaintiff, on behalf of himself and all others similarly-situated, seek 1) monetary damages fully compensating all individuals and entities for the pro-rata purchase price of Amazon Prime while fast and free shipping was suspended; 2) injunctive relief requiring Amazon to stop selling Amazon Prime membership until corrective disclosures are made; 3) attorney's fees and costs for the prosecution of this action and any value obtained for the public or absent class members; and 4) such other relief as the Court deems necessary and appropriate.

THE PARTIES

16. Plaintiff Jeremy Shepherd, a resident of Connecticut and part-time resident of Queens, New York, purchased an Amazon Prime membership and was damaged as a result of Defendant's action as alleged herein.

17. Defendant AMAZON.COM, INC., incorporated in Delaware and headquartered in Seattle Washington, is one of the largest online retailers in the United States.

18. Whenever, in this Complaint, reference is made to any act, deed, or conduct of Amazon, the allegation means that Amazon engaged in the act, deed, or conduct by or through one or more of its officers, directors, agents, employees or representatives who was actively engaged in the management, direction, control or transaction of the ordinary business and affairs of Amazon.

JURISDICTION AND VENUE

19. This Court has jurisdiction over this action. Plaintiff is a resident of Connecticut and a part-time resident of the State of New York, and Defendant is a citizen of the State of Delaware and sells services and products in New York, including the Amazon Prime service at issue herein. The matter in controversy exceeds the sum or value of \$1,000,000, exclusive of interest and costs, and this is a class action in which the number of members of the proposed class is not less than 100.

20. Venue is proper in the state of New York, Queens County. A substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this county. Also, Defendant has used the laws within, and has done substantial business in this county in that it has promoted, marketed, distributed, and sold the services at issue in this county. Finally, there is personal jurisdiction over Defendant in this county.

FACTUAL ALLEGATIONS

Amazon Prime

21. Amazon Prime is a paid subscription service offered by Amazon that gives users access to services that would otherwise be unavailable, or cost extra, to the typical

Amazon customer. This includes free one or two-day delivery (depending on the address), streaming music and video, and other benefits.

22. Most customers purchase Amazon Prime primarily for the fast shipping provided with Prime Delivery benefits.

23. Amazon's claims that it provides the following services for the Prime Delivery service included with Amazon Prime:

Delivery benefits

FREE Two-Day Delivery: Millions of items delivered fast and free.

FREE One-Day Delivery: Available on more than 10 million items with no minimum purchase.

FREE Same-Day Delivery: Available on over 3 million items on qualifying orders over \$35. Order in the morning, typically before noon, and get your items by 9 p.m.

FREE Ultrafast Grocery Delivery: Get free two-hour delivery on groceries, including quality fresh food and produce (in select cities).

FREE Release-Date Delivery: Be among the first to get new video games, books, music, movies and more. Choose Release-Date Delivery on qualified items and receive your package by 7 p.m. on that date.

FREE No-Rush Shipping: Don't need your Prime order right away? Select No-Rush Shipping and earn rewards for future purchases.

Want more? Here is a guide to [Prime delivery benefits](#).

See <https://www.amazon.com/primeinsider/about>.

24. On June 16, 2017, Amazon announced that it was acquiring the organic grocery chain Whole Foods for \$13.7 billion in cash. See <https://money.cnn.com/2017/06/16/investing/amazon-buying-whole-foods/index.html>.

25. Amazon acquired Whole Foods to compete against online and brick and mortar grocery stores, including Trader Joes, Walmart and Costco.

26. Amazon includes grocery delivery as part of the Amazon Prime Delivery service.

27. On June 28, 2018, Amazon announced the acquisition of the online pharmacy PillPack for “just under \$1 billion”, which had reportedly been in talks with Walmart for an acquisition. See <https://techcrunch.com/2018/06/28/amazonbuyspillpack>.

28. Amazon rebranded PillPack to PillPack by Amazon Pharmacy and used the acquisition to provide pharmacy delivery to customers and compete against online and brick and mortar stores such as Walmart, CVS and Walgreens. See <https://www.healthcarediver.com/news/meet-pillpack-amazon-rolls-out-rx-delivery-direct-marketing/553364/>;
<https://www.forbes.com/sites/brucejapsen/2019/12/30/why-amazon-will-make-a-big-pharmacy-move-in-2020/#6a69c3292b54>.

29. According to a recent poll, most Amazon Prime, 68%, use Amazon Prime for fast and free shipping. According to said study, only 18% of Amazon Prime members use Amazon Prime for Whole Foods. See <https://chainstoreage.com/technology/survey-amazon-prime>.

30. One of the most common items consumers shop for on Amazon Prime day are electronics. See <https://chainstoreage.com/technology/survey-amazon-prime>.

31. Prior to COVID-19, Amazon has always provided free and fast shipping in accordance with its agreement.

32. As a result of stay-at-home orders and governmental regulations and/or guidance, consumers began to stay at home and avoid shopping.

33. In many counties across the United States, brick and mortar businesses were required to be closed except for grocery stores and pharmacies.

34. Many brick and mortar stores were also required to prevent customers from purchasing any electronics or products other than grocery and pharmacy products.

35. To seize upon the lack of competition from retailers other than grocery stores and pharmacies, and to concentrate on satisfying a surge of new grocery and pharmaceutical customers, on March 17, 2020, Amazon announced to sellers that it was halting its Prime Delivery service and was “temporarily prioritizing household staples, medical supplies, and other high-demand products coming into our fulfillment centers so that we can more quickly receive, restock, and deliver these products to customers.”

36. The full text of the message sent to sellers of products through Amazon’s Prime Delivery service is as follows:

“We are closely monitoring the developments of COVID-19 and its impact on our customers, selling partners, and employees.

We are seeing increased online shopping, and as a result some products such as household staples and medical supplies are out of stock. With this in mind, we are temporarily prioritizing household staples, medical supplies, and other high-demand products coming into our fulfillment centers so that we can more quickly receive, restock, and deliver these products to customers.

For products other than these, we have temporarily disabled shipment creation. We are taking a similar approach with retail vendors.

This will be in effect today through April 5, 2020, and we will let you know once we resume regular operations. Shipments created before today will be received at fulfillment centers.

You can learn more about this on this [Help page](#) 2.8k. Please note that Selling Partner Support does not have further guidance.

We understand this is a change to your business, and we did not take this decision lightly. We are working around the clock to increase capacity and yesterday announced 595 that we are opening 100,000 new full- and part-time positions in our fulfillment centers across the US.

We appreciate your understanding as we prioritize the above products for our customers.

Thank you for your patience, and for participating in FBA.”

See

<https://sellercentral.amazon.com/forums/t/temporarily-prioritizing-product-s-coming-into-our-fulfillment-centers/592213?ots=1&slotNum=0&imprToKen=3eb90866-42be-7f71-1ef&tag=w050b-20&linkCode=w50>

37. Although Amazon suspended shipping for most products through Amazon Prime, Amazon still sold, and profited from, said products sold online through Amazon.com but the sellers had to ship the products themselves, from their own facilities.

38. Amazon’s decision to suspend shipping for most products increased the shipping time and costs for the products and in many instances, sellers lost all income because they could not ship their products as they relied exclusively on Amazon, and did not have the facilities to process and ship products.

39. As a result of the suspension of the shipment of most products to Amazon’s fulfillment centers, Amazon Prime free and fast shipping was no longer being provided to customers.

40. According to Jungle Scout, which is a company that provides market research specifically for Amazon, only the following products categories were allowed to be shipped to Amazon fulfillment centers:

1. Baby
2. Health & Household
3. Beauty & Personal Care (including personal care appliances)

4. Grocery
5. Industrial & Scientific
6. Pet Supplies

See <https://www.junglescout.com/blog/amazon-sellers-coronavirus/>

41. Amazon closed down its Prime Delivery service for most products to focus on billions of dollars of consumer grocery and pharmacy spending being shifted online as a result of the COVID-19 pandemic.

42. Amazon chose to satisfy new grocery and pharmacy customers so as to compete against other major grocery store and pharmacy chains, including Walmart, Kroger, CVS, Target, Costco, Walgreens, and Instacart.

See <https://www.investors.com/news/online-grocery-shopping-boom>.

43. Many Amazon Prime customers began to notice the slow or unavailable shipping for most items on Amazon and requested refunds or credits for the service.

44. In addition, news media outlets began to report that it was unfair that Amazon was no longer providing free and fast Amazon Prime Delivery and yet continued to charge for the service without providing any refund.

45. For example, on May 4, 2020, Channel 2 CBS News reporter Tara Molina issued a news report titled “Amazon Prime Members Say They’re Still Paying For Expedited Shipping, But Not Getting It” and questioned why Amazon was not providing a credit or refund for the Prime Delivery service disruptions.

See <https://chicago.cbslocal.com/2020/05/04/amazon-prime-members>.

46. In response to media and customer complaints, Amazon has stated that it will not provide any refunds or credits to any Amazon Prime members.

47. On May 13, 2020, John Matarese, with WCPO-TV, virtual channel 9, an ABC-affiliated television station, issued a news report titled “What happened to Amazon’s 2-day Prime shipping? Prime members wonder if the service is still worth the cost” and interviewed an Amazon Prime customer that was concerned with Amazon’s failure to provide a credit or refund.

See <https://www.wcpo.com/money/consumer/dont-waste-your-money>.

48. In said interview, when presented with a quote from Amazon CFO saying that Amazon was overwhelmed by a demand for essentials, and unlike Christmas, they had no time for preparation, Amazon Prime customer Laura Becker stated “I get that. I’m a patient and understanding person. But at the same time, I’m frugal, and I am paying for something that I am not getting.” *Id.*

49. “A record 118 million people are paying for Amazon Prime during the pandemic...” See <https://grow.acorns.com/amazon-prime-during-coronavirus/>.

50. As a result, for each month that Prime Delivery was suspended, Amazon was able to misappropriate up to \$1.18 billion dollars in membership fees from Amazon Prime members, based on a \$10 per month annual subscription cost.

51. Even if 25% of said customers requested a refund, and Amazon provided a \$10 credit, amounting to approximately one month of Prime Service, Amazon would lose \$295 million of the money that it misappropriated from customers.

52. On May 14, 2020, an article was published on Marketwatch that indicated Jeff Bezos is expected to be the first trillionaire as a result of the COVID-19 crisis and the billions of dollars of consumer spending that was shifted to online purchases as a result. Said article noted that “Amazon.com’s sales topped \$75 billion in the first quarter, driven by demand during the pandemic that has kept people at home and dependent on at-home delivery services of everything from groceries to exercise equipment.” See <https://www.marketwatch.com/story/amazons-jeff-bezos-is-trending>.

53. As counties across the United States began to allow brick and mortar business to reopen, on or around May 12, 2020, Amazon resumed shipments of all items to Amazon fulfillment centers and Amazon Prime Delivery is starting to come back to normal operations.

See <https://www.marketplacepulse.com/articles/amazon-recovers-from-essentials-only> (“Amazon has opened its warehouses to all items and reintroduced shopping functionality like deals and recommendations. Fast shipping for non-essentials is back, too, crucially.”).

54. In all, Amazon Prime customers lost at least two months of the benefits of Prime Delivery service, and were damaged as a result.

55. Amazon benefitted by the increased demand for grocery and pharmacy delivery services without giving anything back to the loyal Prime customers who lost benefits as a result.

56. Amazon can provide a simple fix to this situation by sending an email to Amazon Prime members and asking them to request a credit or refund if they were

affected by the freeze to the Prime Delivery service, and providing said credit or refund for the customers that claim that they were affected. Amazon wrongfully refuses to do so.

57. Plaintiff, on behalf of himself and all others similarly-situated, seek: 1) monetary damages fully compensating all individuals and entities for the pro-rata purchase price of Amazon Prime while fast and free shipping was suspended; 2) injunctive relief requiring Amazon to stop selling Amazon Prime membership until corrective disclosures are made; 3) attorney's fees and costs for the prosecution of this action and any value obtained for the public or absent class members; and 4) such other relief as the Court deems necessary and appropriate.

Plaintiff is Financially Injured as a Result of Amazon's Unfair and Practices

58. During the Class Period, Plaintiff purchased an Amazon Prime subscription because it offered free and fast shipping.

59. Amazon failed to provide the free and fast shipping as it was contractually obligated to do so.

60. If Plaintiff knew that Amazon could freeze the service to concentrate on its grocery and pharmacy business and not provide him any credit for the paused service, he would not have purchased his Amazon Prime membership.

61. Plaintiff sought a refund or credit from Amazon, on behalf of himself, and similarly situated persons, however, Amazon determined that it would not provide any refund or credit to him or any other Amazon Prime member.

62. As a result of Amazon's actions, Plaintiff has suffered financial damage amounting to the pro-rata amount of the purchase price he paid for his Amazon Prime subscription while free and fast shipping was suspended.

CLASS ACTION ALLEGATIONS

63. Plaintiff brings this action pursuant to Article 9 of the New York Civil Practice Law & Rules ("C.P.L.R.") on behalf of the following class:

All persons or entities that reside in the State of New York who purchased an Amazon Prime membership for free and fast shipping services during the period between March 17, 2020, and the date of the final disposition of this action, and/or such class or subclass as the Court may deem appropriate (the "NY Class").

64. Plaintiff also brings this action pursuant to Article 9 of New York Civil Practice Law & Rules ("C.P.L.R.") on behalf of the following nationwide class, covering all of the Counts below, except for Count I, which only applies to the NY Class:

All persons or entities that reside in the United States who purchased an Amazon Prime membership for free and fast shipping services during the period between March 17, 2020, and the date of the final disposition of this action, and/or such class or subclass as the Court may deem appropriate (the "Nationwide Class").

65. Plaintiff reserves the right to amend the definition of the NY Class or Nationwide Class if discovery and further investigation reveals that the classes should be expanded or otherwise modified.

66. Plaintiff reserves the right to establish additional sub-classes as appropriate.

67. This action is brought and properly may be maintained as a class action under the provisions of Article 9 of the C.P.L.R., and satisfies the requirements thereof.

68. There is a well-defined community of interest among members of the NY Class and Nationwide Class, and the disposition of the claims of these members of each of these classes in a single action will provide substantial benefits to all parties and to the Court.

69. The members of the NY Class and Nationwide Class are so numerous that joinder of all members of each class is impracticable. At this time, Plaintiff believes that the NY Class and Nationwide Class includes tens of thousands of members. Therefore, each class is sufficiently numerous that joinder of all members of the classes in a single action is impracticable, and the resolution of their claims through the procedure of a class action will be of benefit to the parties and the Court.

70. Plaintiff's claims are typical of the claims of the members of the class whom he seeks to represent because Plaintiff and the member of each class have been subjected to the same improper practices by Defendant and have been damaged in the same manner.

71. Plaintiff will fairly and adequately represent and protect the interests of the members of the classes. Plaintiff has no interests that are adverse to those of the members of each class that they seek to represent. Plaintiff is committed to the vigorous prosecution of this action and, to that end, Plaintiff has retained counsel that is competent and experienced in handling complex class action litigation on behalf of consumers.

72. A class action is superior to all other available methods of the fair and efficient adjudication of the claims asserted in this Complaint under Article 9 of the C.P.L.R. because:

- a) The expense and burden of individual litigation would not be economically feasible for members of each Class to seek to redress their claims other than through the procedure of a class action.
- b) If separate actions were brought by individual members of the Class, the resulting multiplicity of lawsuits would cause members to seek to redress their claims other than through the procedure of a class action; and
- c) Absent a class action, Defendant likely would retain the benefits of its wrongdoing, and there would be a failure of justice.

73. Common questions of law and fact exist as to the members of each class predominate over any questions that affect individual members of the Class.

74. The common questions of fact include, but are not limited to, the following:

- a) Whether the nationwide practice by Defendant of selling fast and free shipping services and then not providing said service and then failing to provide a partial credit or refund was improper and in violation of N.Y. Gen. Bus. Law § 349;
- b) Whether Defendant engaged in unlawful, unfair, misleading, or deceptive business acts or practices;
- c) Whether Defendant engaged in consumer fraud, deceptive trade practices, or other unlawful acts;
- d) Whether Defendant made any negligent misrepresentations;
- e) Whether Defendant was unjustly enriched; and

f) Whether Plaintiff and members of the classes are entitled to an award of reasonable attorneys' fees, pre-judgment interest, and costs of this suit.

75. In the alternative, this action is certifiable under the provisions of Article 9 of the C.P.L.R. because Defendant has acted or refused to act on grounds generally applicable to the classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the classes as a whole and necessitating that any such relief be extended to members of each class on a mandatory, class-wide basis.

76. Plaintiff is not aware of any difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action.

COUNT I

**Violation of New York Deceptive Acts and Practices Act,
N.Y. Gen. Bus. Law § 349
(on behalf of the NY Class only)**

77. Plaintiff incorporates by reference the allegations in every paragraph in this complaint.

78. Plaintiff brings this claim on his own behalf and on behalf of: (a) all other persons or entities that reside in New York and purchased an Amazon Prime membership for free and fast shipping services during the period between March 17, 2020, and the date of the final disposition of this action.

79. Plaintiff and each member of the NY Class is a consumer, purchaser or other person entitled to the protection of the consumer protection laws of New York State.

80. New York has enacted New York Deceptive Acts and Practices Act, N.Y. Gen. Bus. Law § 349, designed to protect consumers against unfair, deceptive, fraudulent and unconscionable trade and business practices and false advertising.

81. The Amazon Prime Delivery service marketed and sold by Defendant constitutes services to which N.Y. Gen. Bus. Law § 349 applies.

82. Amazon violated N.Y. Gen. Bus. Law § 349 by failing to provide contractually obligated services and then failing to refund or credit customers for the service outages.

83. Amazon violated N.Y. Gen. Bus. Law § 349 by failing to disclose its deceptive business practices.

COUNT II
Breach of Contract
(on behalf of the NY Class and the Nationwide Class)

84. Plaintiff incorporates by reference the allegations in every paragraph in this complaint.

85. Amazon agreed to provide free and fast shipping in return for the purchase of an Amazon Prime subscription.

86. Plaintiff, and each class member, paid for Amazon Prime with the expectation that Amazon would provide free and fast shipping.

87. Amazon failed to provide the free and fast shipping as promised.

88. Plaintiff and class members suffered damages amounting to the pro-rata amount that they paid for Amazon Prime while the free and fast shipping service was suspended.

COUNT III
Negligent Misrepresentation
(on behalf of the NY Class and the Nationwide Class)

89. Plaintiff incorporates by reference the allegations in every paragraph in this complaint.

90. Defendant, directly or through its agents and employees, made false representations, concealments, and nondisclosures to Plaintiff and each class member.

91. Specifically, Amazon represented Amazon Prime members would get free and fast shipping on more than 10 million products.

92. Amazon failed to disclose that it could unilaterally decide to not provide free and fast shipping so as to concentrate its business on grocery and pharmaceutical delivery and/or service one group of customers to the detriment of another group of customers.

93. Plaintiff and the members of each class relied on such representations in purchasing an Amazon Prime membership.

94. In making the representations of fact to Plaintiff and the members of each class described herein, Defendant has failed to fulfill its duties to disclose the material facts set forth above. The direct and proximate cause of this failure to disclose was Defendant's negligence and carelessness.

95. Defendant, in making the misrepresentations and omissions, and in doing the acts alleged above, knew or reasonably should have known that the representations were not true.

96. Defendant made and intended the misrepresentations to induce the reliance of Plaintiff and the members of each Class.

97. Plaintiff and the members of each class relied upon these false representations and nondisclosures by Defendant when purchasing a Amazon Prime membership, which reliance was justified and reasonably foreseeable.

98. As a result of Defendant's wrongful conduct, Plaintiff and the members of each class have suffered economic losses and other general and specific damages.

COUNT IV
Unjust Enrichment
(on behalf of the NY Class and the Nationwide Class)

99. Plaintiff incorporates by reference the allegations in every paragraph of this complaint.

100. By its wrongful acts and omissions, Defendant has been unjustly enriched at the expense of Plaintiff and the members of each class, and thus Plaintiff and the members of each class were unjustly deprived of time and value of money provided to Defendant.

101. It would be inequitable and unconscionable for Defendant to retain the profit, benefit, and other compensation it obtained from its deceptive, misleading, unfair and unlawful conduct alleged herein.

102. Plaintiff and the members of each class seek restitution from Defendant, and seek an order of this Court disgorging all profits, benefits, and other compensation obtained by Defendant from its wrongful conduct.

RELIEF REQUESTED

Accordingly, Plaintiff, on behalf of themselves and the the members of the NY Class and the Nationwide Class, seek judgment as follows:

1. Certifying the NY Class and Nationwide Class as requested herein, certifying Plaintiff as the representatives of each class, and appointing Plaintiff's counsel as counsel for each class;

2. Ordering that Defendant is financially responsible for notifying all members of each class of the alleged misrepresentations and omissions set forth herein;

3. Awarding Plaintiff and the members of each class compensatory damages in an amount according to proof at trial;

4. Awarding restitution and disgorgement of Defendant's revenues to Plaintiff and the members of each class;

5. Awarding declaratory and injunctive relief, including: enjoining Defendant from continuing the unlawful practices as set forth herein, and directing Defendant to identify, with Court supervision, victims of its conduct and pay them restitution and disgorgement of all monies acquired by Defendant by means of any act or practice declared by this Court to be wrongful or unlawful;

6. Awarding to Plaintiff and each class punitive damages;

7. Ordering Defendant to stop selling Amazon Prime subscriptions, or to correct the deceptive behavior;

8. Awarding interest on the monies wrongfully obtained from the date of collection through the date of entry of judgment in this action;

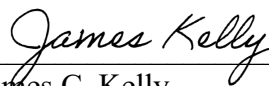
9. Awarding attorneys' fees, expenses, and recoverable costs reasonably incurred in connection with the commencement and prosecution of this action and the changed practices obtained prior to the commencement of the action; and

10. Directing such other and further relief as the Court deems just and proper.

REQUEST FOR JURY TRIAL

Plaintiff, the NY Class, and the Nationwide Class, respectfully request a trial by jury as to all matters so triable.

Dated: May 29, 2020



James C. Kelly

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