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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

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

Plaintiffs,

v.

Does 1-20, unknown parties doing business as
“REKK,” and the following individuals: Oscar
Pineda, Janiyah Alford, Noah Page, Skylar
Robinson, William Walsh, Luke Colvin,
Alejandro Taveras, Andrew Ling, Brandon
Sukhram, Charalampos Gkatzoulas, Cosmin
Sopca, Dylan Hinz, Eric Niezabytowski, Graham
Ferguson, Ivona Brazovskaja, James Garofalo,
Jenny Tran, Johannes Kessel, Jorge Correa, Josh
Davis, Karcper Niepogoda, Olaf Booij, Ryan
Bates, Sai Charan Beeravelli, Simone Antonio
Figura, Zachary Iguelmamene, and Zoha Ahmed,

Defendants.

No.

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF**

I. INTRODUCTION

1 1. Amazon brings this case against an international fraud organization called REKK,
2 which is responsible for stealing millions of dollars of products from Amazon’s online stores
3 through systematic refund abuse. Through this lawsuit, Amazon aims to expose Defendants’
4 conspiracy and hold them accountable for their fraudulent activity.

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

14 3. Defendants are individuals from around the world who operate under the name
15 “REKK.” REKK is one of the largest organizations in an underground industry that offers
16 fraudulent refunds to users. Among other places, REKK operates a Telegram channel that has
17 over 30,000 followers, where they brazenly advertise refund services that they fully admit are
18 fraudulent. In this scheme, bad actors who want a free product (like an iPad) pay REKK a fee
19 (such as 30% of the product’s cost) to obtain a fraudulent refund. REKK uses sophisticated
20 methods to obtain the refund, including socially engineering Amazon customer service, phishing
21 Amazon employees, manipulating Amazon’s systems through unauthorized access, and bribing
22 Amazon insiders to grant refunds. The Defendants’ scheme tricks Amazon into processing
23 refunds for products that are never returned; instead of returning the products as promised,
24 Defendants keep the product *and* the refund. REKK boasts that the organization has fraudulently
25 refunded over 100,000 orders from retailers (not just Amazon). Defendants in this case include
26 REKK’s operators, certain egregious REKK users, and former Amazon employees REKK bribed
27

1 to facilitate refunds. Together, they conspired to defraud Amazon and should be held to account
2 for the significant harm caused to retailers and consumers.

3 **II. PARTIES**

4 **A. Amazon Plaintiffs**

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

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

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

12 **B. Defendants**

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

18 8. Defendants fall into three categories: (1) currently unknown parties who operated
19 REKK, a refund fraud service provider (collectively, “REKK Operator Defendants”); (2) known
20 individuals who engaged with REKK’s fraud service to obtain refunds for products (collectively,
21 “REKK User Defendants”); and (3) corrupt Amazon insiders—former employees who facilitated
22 the refunds in exchange for bribes paid by REKK (collectively, “Amazon Insider Defendants”).

23 **(1) REKK Operator Defendants**

24 9. Defendants Does 1-20 are individuals and/or entities working in active concert
25 with each other to operate a refund fraud service provider doing business as REKK. The
26 identities of the REKK Operator Defendants are presently unknown to Amazon. The REKK
27 Operator Defendants advertise their services and conduct the fraudulent scheme through

1 numerous methods, including the Telegram accounts “@refundingclub,” “@rekks,”
2 “@rekksupport,” and “@rekkvouches.” While operating under the name REKK, they have
3 taken deliberate steps to conceal their true identities.

4 **(2) REKK User Defendants**

5 10. Andrew Ling is an individual, who, on information and belief, resides in New
6 York.

7 11. Brandon Sukhram is an individual, who, on information and belief, resides in
8 New York.

9 12. Charalampos Gkatzoulas is an individual, who, on information and belief, resides
10 in Greece.

11 13. Cosmin Sopca is an individual, who, on information and belief, resides in
12 England.

13 14. Dylan Hinz is an individual, who, on information and belief, resides in Ohio.

14 15. Eric Niezabytowski is an individual, who, on information and belief, resides in
15 Michigan.

16 16. Graham Ferguson is an individual, who, on information and belief, resides in
17 South Dakota.

18 17. Ivona Brazovskaja is an individual, who, on information and belief, resides in
19 Lithuania.

20 18. James Garofalo is an individual, who, on information and belief, resides in New
21 Jersey.

22 19. Jenny Tran is an individual, who, on information and belief, resides in England.

23 20. Johanes Kessel is an individual, who, on information and belief, resides in the
24 Netherlands.

25 21. Jorge Correa is an individual, who, on information and belief, resides in
26 Pennsylvania.

27 22. Josh Davis is an individual, who, on information and belief, resides in New York.

1 23. Karcper Niepogoda is an individual, who, on information and belief, resides in the
2 Netherlands.

3 24. Olaf Booij is an individual, who, on information and belief, resides in the
4 Netherlands.

5 25. Ryan Bates is an individual, who, on information and belief, resides in Canada.

6 26. Sai Charan Beeravelli is an individual, who, on information and belief, resides in
7 Texas.

8 27. Simone Antonio Figura is an individual, who, on information and belief, resides
9 in England.

10 28. Zachary Iguelmamene is an individual, who, on information and belief, resides in
11 California.

12 29. Zoha Ahmed is an individual, who, on information and belief, resides in Canada.

13 **(3) Amazon Insider Defendants**

14 30. Oscar Pineda is an individual, who, on information and belief, resides in Oregon.

15 31. Janiyah Alford is an individual, who, on information and belief, resides in
16 Tennessee.

17 32. Noah Page is an individual, who, on information and belief, resides in Tennessee.

18 33. Skylar Robinson is an individual, who, on information and belief, resides in
19 Kentucky.

20 34. William Walsh is an individual, who, on information and belief, resides in
21 Maryland.

22 35. Luke Colvin is an individual, who, on information and belief, resides in
23 Tennessee.

24 36. Alejandro Taveras is an individual, who, on information and belief, resides in
25 New Jersey.

III. JURISDICTION

1
2 37. The Court has subject matter jurisdiction over Amazon’s federal claims for
3 trademark infringement (15 U.S.C. § 1114), and violations of Section 43(a) of the Lanham Act
4 (15 U.S.C. § 1125(a)), under 15 U.S.C. § 1121, 28 U.S.C. §§ 1331 and 1338(a).

5 38. The Court has ancillary subject matter jurisdiction over Amazon’s common law
6 claims for fraudulent misrepresentation, negligent misrepresentation, conversion, unjust
7 enrichment, breach of contract, and civil conspiracy because they are substantially related to the
8 federal claims.

9 39. The Court also has diversity jurisdiction over Amazon’s claims against the
10 Defendants under 28 U.S.C. § 1332 because the matter in controversy exceeds \$75,000 and is
11 between citizens of different states.

12 40. The REKK Operator Defendants and REKK User Defendants have consented to
13 the exclusive jurisdiction of this Court by agreeing to the Amazon Conditions of Use (“COU”),¹
14 which provides that any dispute or claim relating in any way to accessing or shopping at
15 Amazon.com will be adjudicated in the state or federal courts in King County, Washington.

16 41. The Court has personal jurisdiction over the Defendants because they each
17 transacted business and committed tortious acts within and directed to this District at all times
18 material to the allegations herein. Amazon’s claims arise from those activities and Defendants
19 harmed Amazon, which resides in this District. The REKK Operator Defendants and REKK
20 User Defendants affirmatively undertook to do business with Amazon, and the principal place of
21 business for Amazon.com, Inc., Amazon.com Services LLC, and Amazon Technologies, Inc., is
22 in Seattle, Washington. The REKK Operator Defendants and the REKK User Defendants
23 established a binding and enforceable contract with Amazon.com Services LLC by consenting to
24 Amazon’s COU. Further, the REKK Operator Defendants, by accessing the REKK User
25 Defendants’ Amazon accounts as part of the scheme, also established a binding and enforceable
26

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

1 contract with Amazon.com Services LLC. The Amazon Insider Defendants are employed by
2 Amazon.com Services LLC, which has its principal place of business in Seattle, Washington.

3 42. The Court also has personal jurisdiction over the Defendants under 18 U.S.C. §
4 1965(b) because the Defendants have sufficient minimum contacts with the United States and
5 Amazon's claims arise from those contacts.

6 43. Venue is proper in this Court under 28 U.S.C. § 1391(b) because a substantial part
7 of the events giving rise to the claims occurred in the District. Venue is also proper in this Court
8 because the REKK User Defendants and REKK Operator Defendants consented to it under the
9 COU.

10 44. Intra-district assignment to the Seattle Division is proper because the claims arose
11 in this Division, where (a) Amazon resides, (b) injuries giving rise to suit occurred, and (c)
12 Defendants directed their unlawful conduct. *See* Local Civil Rule 3(e).

13 IV. FACTS

14 A. Amazon Product Returns

15 45. Amazon is a highly trusted brand enjoyed by customers around the world as a
16 store for products and services. One of Amazon's most popular features is its user-friendly order
17 and return policies.

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

22 47. Customers can initiate a product return to Amazon by contacting Amazon through
23 a variety of methods, including on Amazon's mobile app, emailing, conducting an online chat
24 session, completing an online form, or calling customer service. Once a return request is
25 processed, customers receive a shipping label to send the product back to Amazon. Refunds are
26 generally credited to the payment method (typically a credit or debit card) connected to the
27

1 customers' accounts. If a customer fails to return the product, Amazon may refuse to grant a
2 refund or rebill the customer for the product.

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

7 49. There is no fee to obtain a refund from Amazon and Amazon offers robust
8 customer support to aid in the refund process.

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

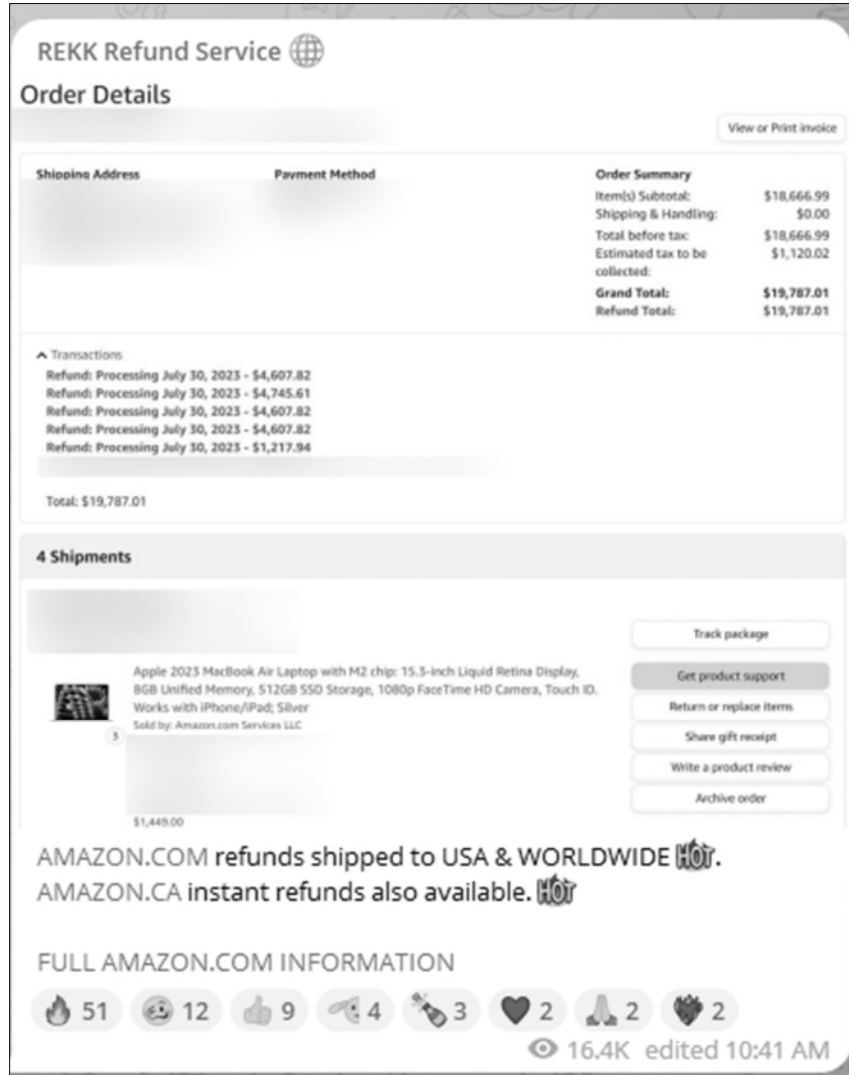
10 50. Genuine refunds are a standard and expected component of the retail industry.
11 Amazon customers should be delighted with their purchases, and they should have the ability to
12 easily return a product if they are not.

13 51. Unfortunately, fraudsters exploit the refund process for their own financial gain to
14 the detriment of honest consumers and retailers who must bear the brunt of increased costs,
15 decreased inventory, and service disruption that impacts genuine customers. Refund fraud
16 affects the entire retail industry, including physical and online retailers alike.

17 52. Some fraudsters—like Defendants—have created organized operations to
18 systematically defraud retailers at scale. These operations, such as REKK, have created
19 illegitimate “businesses” offering fraudulent refunds to individuals around the world who are
20 knowingly engaging with and participating in the fraud in order to receive expensive electronics
21 and other products for free. These fraudulent schemes operate as an underground industry that
22 enables a multitude of bad actors to conspire to take part in (and benefit from) sophisticated
23 fraudulent activity.

24 53. These organized refund fraudsters brazenly advertise their services across
25 numerous forums and social media channels—competing against each other to partner with other
26 bad actors to grow their organization. Among other tactics, they post user testimonials on
27 messaging channels demonstrating the success of the operation. These user testimonial posts are

1 referred to as “vouches.” The following is a sample vouch bragging about a \$19,000 Amazon
 2 theft posted on REKK’s channel:



21 **C. Amazon’s Efforts to Stop Fraudulent Refund Schemes**

22 54. Amazon has taken considerable measures to combat organized theft, fraud, and
 23 abuse—including return fraud. In 2022 alone, Amazon spent \$1.2 billion and employed over
 24 15,000 people to fight theft, fraud, and abuse across its stores. Amazon uses sophisticated
 25 machine learning (“ML”) models to proactively detect and prevent fraud. It also employs
 26 investigators to manually review activity to prevent fraud. When fraud is detected, Amazon
 27 takes a variety of measures to stop the activity, including warning customers against continued

1 activity, closing accounts, and preventing customers who engaged in refund fraud from opening
2 new accounts.

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

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

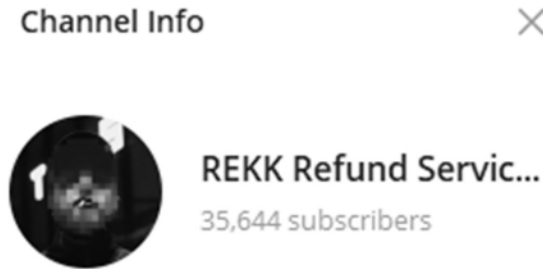
13 57. As part of its efforts to combat refund fraud, CPE has taken direct action and
14 supported law enforcement action against the bad actors responsible for numerous refund fraud
15 schemes, resulting in arrests as well as criminal and civil damages. Amazon continues to
16 investigate and take action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

17 **D. The REKK Operator Defendants’ Role in the Fraudulent Scheme**

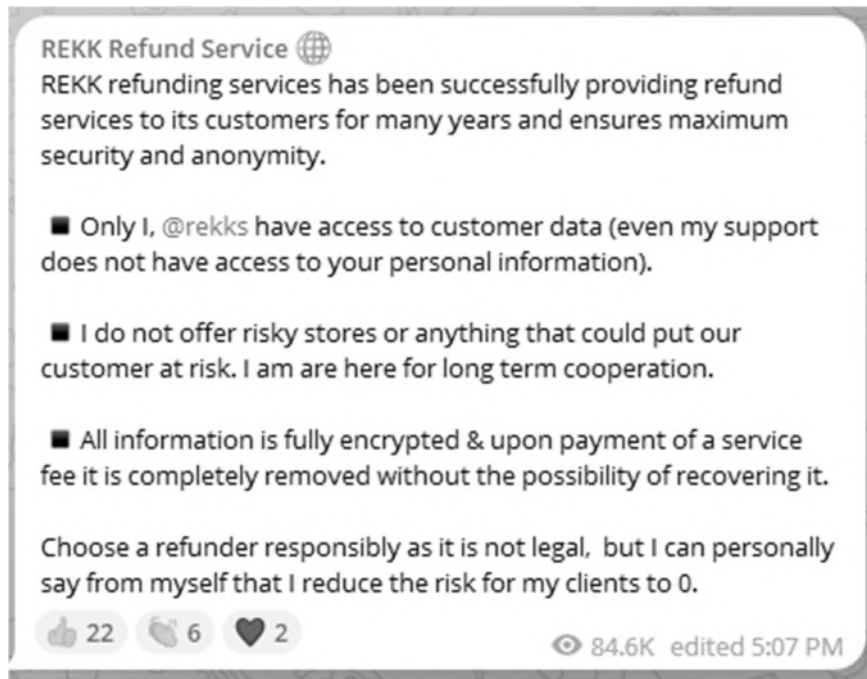
18 58. REKK targets Amazon’s online stores in the United States, Canada, and Europe.
19 Among other places, the REKK Operator Defendants use the Telegram accounts
20 “@refundingclub,” “@rekks,” “@rekksupport,” and “@rekkvouches” to advertise their services
21 and interact with people seeking to obtain fraudulent refunds from Amazon. The REKK
22 Operator Defendants also advertise their services and interact with people seeking fraudulent
23 refunds on Nulled (under username “rekk”), Reddit (under username “rekksalt” and subreddit
24 “r/REKKRefundService”), and Discord (under username “rekk#5319”).

25 59. REKK’s primary Telegram channel, “@refundingclub,” advertises its page as
26 “REKK Refund Service” and had 35,644 subscribers as of December 5, 2023. The channel was
27

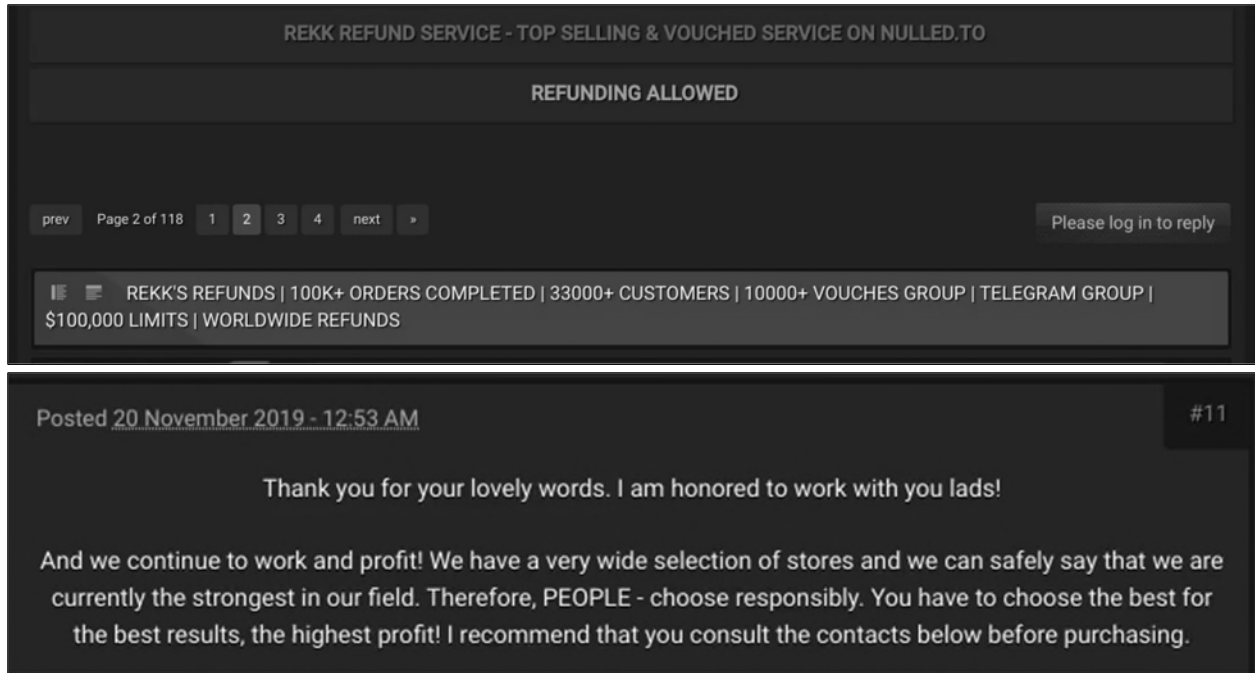
1 created on November 14, 2019, and started advertising its services in January 2021. The
2 following is a screenshot of the channel information:



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8 60. The channel has several “pinned” posts, which allow new users to obtain general
9 information about what services REKK offers. The following is a pinned post in which REKK
10 advertises its “many years” of service, acknowledges that its services are illegal, and promises to
11 reduce the risk to its users to “0”:
12

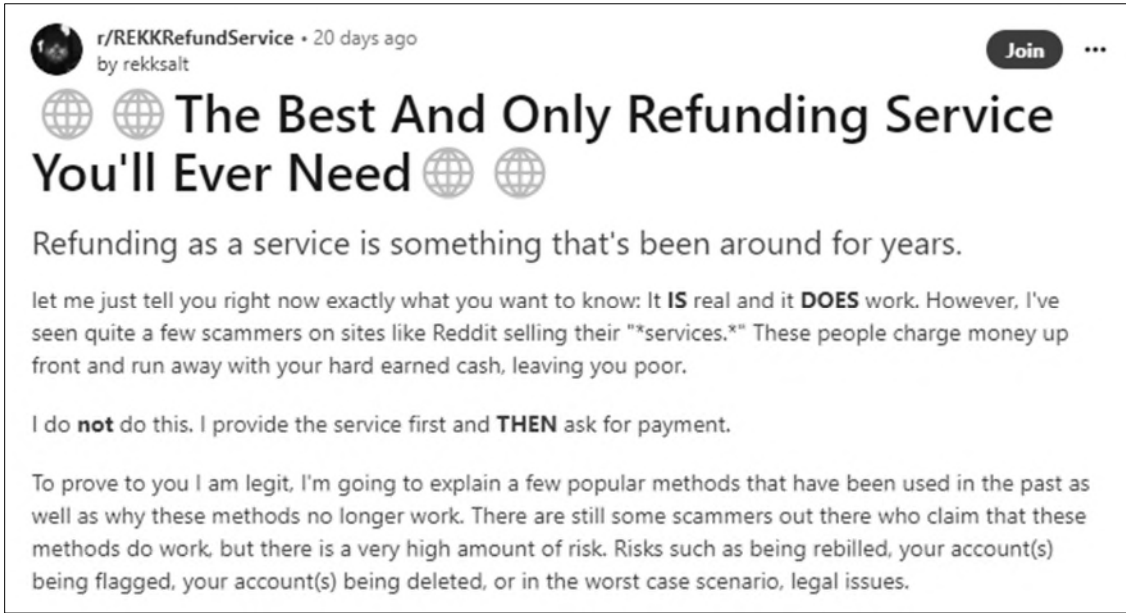


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23 61. REKK’s Nulled account also describes the services REKK offers. The following
24 are two posts in which REKK advertises completing over “100k+ orders,” servicing “33000+
25 customers,” offering “worldwide refunds,” and earning a “profit” from a “very wide selection of
26 stores” and boasting they are “the strongest in our field.”
27



62. REKK’s subreddit “REKKRefundService” similarly describes the services that REKK offers and explains in a detailed question-and-answer format how REKK operates. The following are posts in which REKK advertises that “[t]he REKK Refunding Service uses methods that guarantee your money will be refunded to you every single time,” REKK has a “large user list of over +33,000 Customers,” and also has “over +100,000 orders, and over +10,000 vouches on [REKK’s] telegram group.” REKK clearly describes to prospective users what their service offers: “refunding is when you buy a product and then trick the company into thinking you have returned the product.”

[screenshots on the following page]



11 **Q:** What Is The Rekk Refunding Service?

12 **A:** To put it simply, refunding is when you buy a product and then trick the company into thinking you have returned the product. Whether you trick the company into thinking you did not receive the item, complain the item is broken or pretend you did send it back, these are all methods people use to refund. However, their success rate has gone down a lot in recent years. Especially after the Covid pandemic when more and more people began to order online. The Rekk Refunding Service uses methods that guarantee your money will be refunded to you every single time. Check the telegram for which stores are currently available.

16 **Q:** Does It Work?

17 **A:** My services guarantee zero risk to the customer. If you don't believe me, you can join my telegram and view the countless vouches I have from satisfactory customers.

18 **Q:** Will I Be Safe?

19 **A:** Yes. If my services were unsafe, I would not have such a large client list of over +33,000 Customers, over +100,000 orders, and over +10,000 vouches on my telegram group. Be sure to let me know you came from Reddit :)

22 63. Another pinned post on REKK's Telegram channel links to REKK's "store list,"
23 which provides instructions on REKK's refunding service, its fee (the minimum order fee is
24 \$100) and instructs customers to contact REKK before placing an order. REKK even provides
25 prospective customers a list of the stores it targets for refund fraud and other details about its
26 fraud service, with the portion relevant to Amazon in the below screenshot:
27


Amazon stores


Stores	Limits	Items	Timeframe (days)	Fee	Country (WW = Worldwide)	Notes
Amazon.com	\$10000	5	3 to 10	30%	WW	Items must be shipped by Amazon.
Amazon.ca	\$20000	10	3 to 10	30%	WW	Items must be shipped by Amazon.
Amazon.com.au	\$20000	10	3 to 10	30%	WW	Items must be shipped by Amazon.
Amazon.co.uk	\$10000	5	2 to 5	30%	WW	Items must be shipped by Amazon.
Amazon.ae	\$5000	5	2 to 5	35%	WW	Items must be shipped by Amazon.
Amazon.de	€10000	5	3 to 10	35%	WW	Items must be shipped by Amazon.
Amazon.es	€10000	5	30	30%	ES	Items must be shipped by Amazon.
Amazon.it	€5000	5	30	30%	IT	Items must be shipped by Amazon.
Amazon.se	€2000	5	30	30%	SE	Items must be shipped by Amazon.
Amazon.nl	€2000	2	5-14	35%	NL & BE	Items must be shipped by Amazon.
Amazon.com.be	€2000	2	3-7	35%	BE	Items must be shipped by Amazon.

64. Amazon is one of REKK’s targeted retailers. REKK advertises that it provides “fast refunds” if certain criteria for an Amazon order are met. REKK also prominently features Amazon’s trademarks, drawing attention and initial interest from Amazon customers. The following are partial screenshots of three different posts on the REKK Refunding Service channel about Amazon returns, each depicting Amazon trademarks without authorization:

[screenshots on the following pages]

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REKK Refund Service 










AMAZON domains:


- AMAZON.COM (*SHIPPED USA & WW*) - \$15K, up to 5 items, 3-14 business days.
- AMAZON.CA - \$20K, up to 10 items, 3-14 business days.
- AMAZON.IT (*SHIPPED IT*) - 7K€, up to 10 items, 20 business days.
- AMAZON.SE - 5K€, up to 5 items, 20 business days.
- AMAZON.FR - 5K€, up to 5 items, 20 business days.
- AMAZON.COM.AU - \$20K, up to 10 items, 2-5 business days.

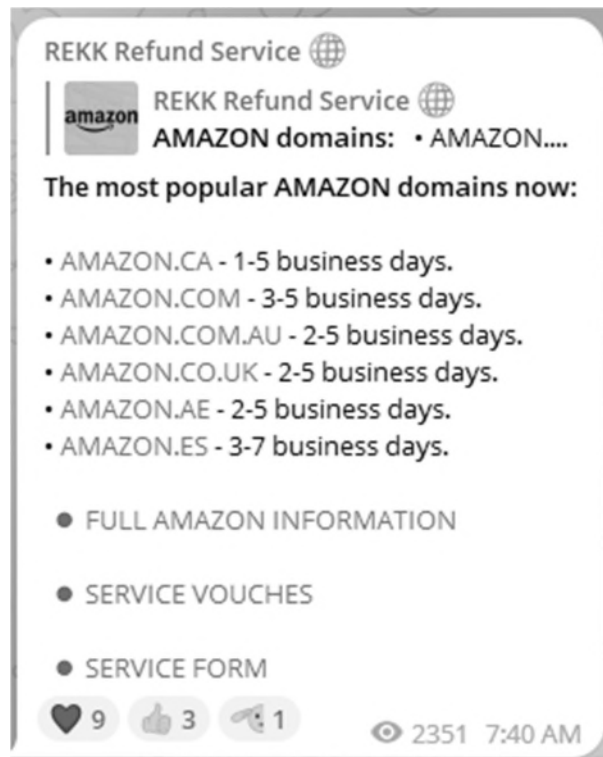
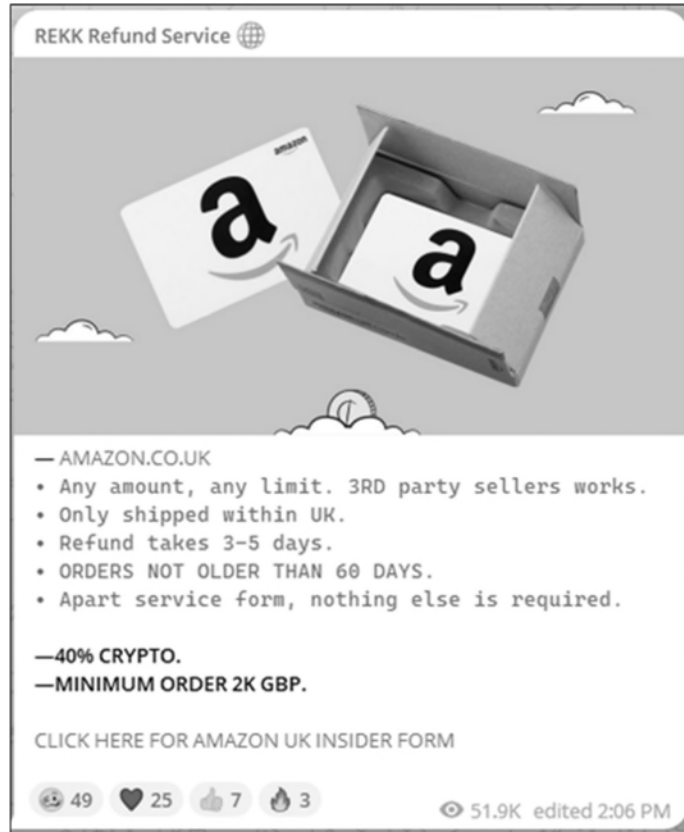
Service fee for domains above: 30% any crypto currency. (PayPal + 5%.)

- AMAZON.CO.UK (*SHIPPED UK & WW*) - 10K€, up to 10 items, 2-8 business days.
- AMAZON.ES (*SHIPPED ES & WW*) - 5K€, up to 10 items, 3-14 business days.
- AMAZON.DE (*SHIPPED DE & WW*) - 1.5K€, up to 2 items, 3-5 business days.
- AMAZON.NL - 1K€, up to 2 items, 3-14 business days.
- AMAZON.COM.BE - 3K€, up to 5 items, 20 business days.
- AMAZON.AE - 10K€, up to 2 items, 5-14 business days.

Service fee for domains above: 35% any crypto currency. (PayPal + 5%.)

 108  22  12  11  3  2  2

 57.7K edited 12:42 PM

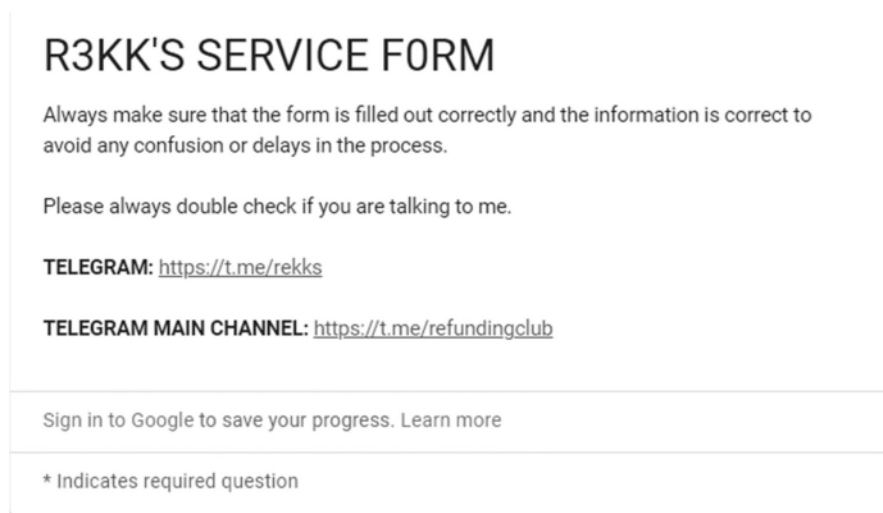


² This post has since been removed from the channel.

1 65. REKK capitalizes on Amazon's reputation and goodwill by using Amazon's
2 trademarks to help generate initial interest in REKK's refund fraud services. Amazon customers
3 may be drawn to REKK's channels under the initial impression that REKK offers legitimate
4 return services, which are detailed directly underneath Amazon's logo. As Amazon customers
5 continue navigating REKK's channels, however, the illegal nature of its services become more
6 apparent, and REKK benefits from the attention raised by the use of Amazon's trademarks.

7 66. REKK charges its users a 30 or 35% fee for Amazon refunds, and an additional
8 5% fee if the user pays via PayPal.

9 67. REKK's users begin by placing an order directly from a retailer, like Amazon.
10 Once an order is placed, REKK users are directed to complete a "service form" located at URL
11 <https://docs.google.com/forms/d/e/1FAIpQLScONJZGAWL5FaJZ-0hunEy58YQTR8E9WmKI>
12 [Umbd1vs4hI_Ecw/viewform](https://docs.google.com/forms/d/e/1FAIpQLScONJZGAWL5FaJZ-0hunEy58YQTR8E9WmKI). The following is a partial screenshot of the service form:



22 68. Users provide REKK the following information on the service form: Telegram
23 username, store, whether users want to pay by Bitcoin or via PayPal, the total order amount, the
24 customer's name, email address, billing, and shipping address on the account used to place the
25 order, the tracking number and carrier that delivered the order, the payment method, and any
26 other information the customer chooses to share, as shown below:
27

1 WHICH CARRIER DELIVERED? *
2 For example UPS, FEDEX, USPS etc. If you don't know which courier delivered, just write "I
3 don't know"
4
5 Your answer _____

6 ORDER PAYMENT METHOD? *
7 For example Credit Card, Debit Card, PayPal, KLARNA etc.
8
9 Your answer _____

10 ANY NOTES? (OPTIONAL)
11 Write if you think I should know something important. Please do not hide if the order is
12 already failed or another service tried to attempt it. Respect our time.
13
14 Your answer _____

15 **Submit** Clear form

12 69. Once REKK is engaged, REKK contacts users to arrange for 50 percent of the
13 service fee to be paid in advance. REKK then employs one of the following fraudulent measures
14 to obtain refunds for their users:

- 15 a. **Social engineering:** Users provide their Amazon login credentials to REKK, and
16 REKK then contacts Amazon customer service posing as the user. REKK
17 provides false information to manipulate the customer service associate to grant
18 their users a refund.
- 19 b. **Amazon systems manipulation:** REKK has gained unauthorized access to
20 Amazon's systems used in the genuine workflow to return and refund products.
21 Among other tactics, REKK has sent (or caused to be sent) phishing messages to
22 Amazon employees to obtain Amazon credentials. Through this unlawful access,
23 REKK has processed fraudulent refunds.
- 24 c. **Insider bribery:** REKK identifies and recruits Amazon employees responsible
25 for approving genuine returns. REKK then bribes these employees to falsely
26 approve unreturned orders as returned.
27

1 d. **Materially different returns:** REKK requests refunds for products and REKK or
2 its users return packages to Amazon that are empty or contain low value items
3 different than the original product for which the users were issued refunds. These
4 fake returns are designed to deceive Amazon’s systems into believing the
5 Defendants returned the correct item.

6 70. In employing the various fraud schemes detailed in the preceding paragraph, the
7 REKK Operator Defendants act in concert with the REKK User Defendants and the Amazon
8 Insider Defendants to circumvent Amazon’s controls to prevent refund fraud. Defendants’
9 scheme has caused Amazon to provide millions of dollars in refunds for products that are not
10 returned. Amazon has also incurred significant customer support costs to process the fraudulent
11 refunds in an amount to be determined and substantial expenses in excess of \$75,000 to
12 investigate Defendants’ fraudulent activities.

13 **E. Amazon Verification of REKK’s Fraudulent Services**

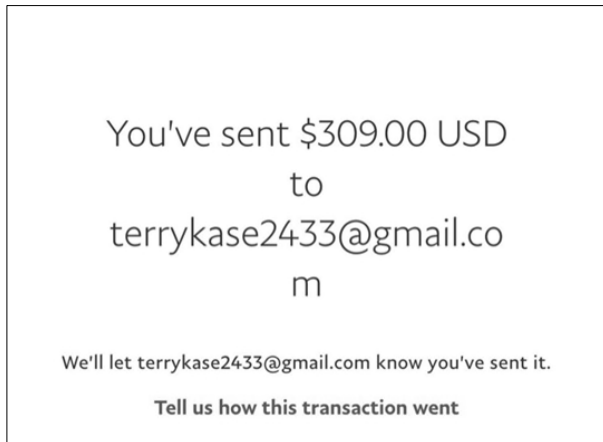
14 71. An investigator working for Amazon’s outside counsel placed an order on
15 Amazon.com for a 2021 Apple 12.9-inch iPad Pro (Wi-Fi 2 B) – Space Gray to be shipped to an
16 address in the U.S.

17 72. Amazon charged the investigator \$2,066.99, including fees and taxes, and
18 provided the investigator with an order number and UPS tracking number.

19 73. Soon after, the investigator navigated to REKK’s Telegram channel
20 (@refundingclub) and completed REKK’s service request form, which included providing
21 REKK with the order, tracking number, and a brief statement that the product had not yet been
22 received.

23 74. Through Telegram, REKK responded stating that the fees were “25% BTC 30%
24 PP So half 15% if PayPal upfront \$309.” The investigator paid \$309 to REKK via PayPal and
25 received a confirmation from PayPal that the payment went to an account registered to the email
26 address terrykase2433@gmail.com. A partial screenshot is provided below:

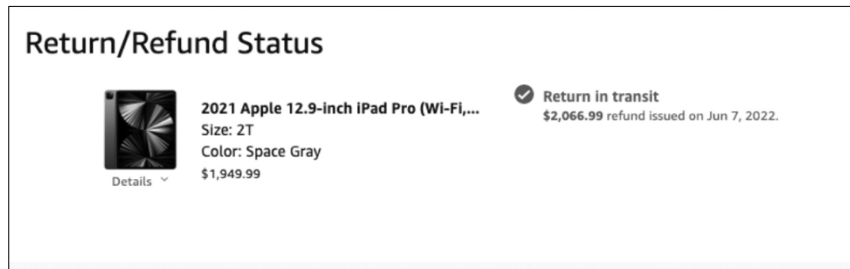
27 [partial screenshot on the following page]



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75. The investigator received further information from PayPal’s “transaction details” description for the transaction. The description showed that the payment went to an account using the name “Merla Mullenberg.”

76. After payment, REKK stated that the refund would be issued in 48 to 72 hours. The investigator then noted that Amazon.com had issued a refund in the amount of \$2,066.99 and provided a statement “Return in transit.” A partial screenshot of the investigator’s Amazon account is provided below:



77. Amazon reviewed the shipment tracking data associated with the investigator’s Amazon order ID and the UPS tracking number. The UPS tracking data showed indications of manipulation. The UPS data indicated that the package was being returned to sender because a customer in Roswell, Georgia, had refused delivery of the package—even though the package was never in Georgia and the investigator never refused delivery. After Amazon had issued a refund for the purportedly undeliverable package, the investigator received the package at the

1 intended address, and UPS shipping data was updated to reflect the delivery. The shipment
2 tracking data is provided below:

Date	Time	Location	Event Details
Tuesday, June 7	10:33 AM	Meridian ID US	Package delivered.
Tuesday, June 7	8:32 AM	Meridian ID US	Package is out for delivery.
Sunday, June 5	9:42 AM	Roswell GA US	Customer refused delivery.
Sunday, June 5	9:42 AM	Roswell GA US	Package is returning to seller because recipient did not accept it.
Sunday, June 5	9:42 AM	Roswell GA US	Delivery refused by the customer and the package is being held by the carrier. Please contact the carrier if you would still like to receive this package, otherwise it will be returned to Amazon.
Saturday, June 4	7:22 AM	Boise ID US	Package arrived at a carrier facility.
Saturday, June 4	5:23 AM	Cedar Rapids IA US	Package left the carrier facility.
Saturday, June 4	4:37 AM	Cedar Rapids IA US	Package arrived at a carrier facility.
Saturday, June 4	4:23 AM	Louisville KY US	Package left the carrier facility.
Friday, June 3	11:05 AM	Louisville KY US	Package arrived at a carrier facility.
Friday, June 3	1:00 AM	Greensboro NC US	Package left the carrier facility.
Thursday, June 2	6:24 PM	Greensboro NC US	Package arrived at a carrier facility.
Thursday, June 2	4:00 PM	Raleigh NC US	Package left the carrier facility.
Thursday, June 2	12:07 PM	Raleigh NC US	Package arrived at a carrier facility.
Thursday, June 2	11:45 AM	Garner NC US	Package left the carrier facility.
Thursday, June 2	9:05 AM	Garner NC US	Package arrived at a carrier facility.
Thursday, June 2		---	Carrier picked up the package.

16 78. REKK provided the investigator with the following “BTCpay” URL to complete
17 his remaining payment via Bitcoin: <https://hermespay.org/payment-requests/9b10f6c6-b738-4a23-bab4-6f34652fdb6b>. The page showed a payment request for \$516.00 and username
18 @cptam00. When the investigator clicked the “pay invoice” button that appeared on the
19 website, he was directed to BTCpay. The BTCpay page provided the name “refund.one” for
20 REKK and displayed wallet address bc1qgvn42wsdxue3e7kdzklqy25zvyq5a5qx4yqq6. The
21 investigator completed payment of 0.01706717 BTC to the listed wallet address. Five days later,
22 the wallet subsequently sent the payment of 0.01706717 BTC to another wallet address:
23 1HoAnAjC7WuXtAVCajBh4jQVVJwaiDRGt.
24

25 79. Following payment, REKK asked the investigator to provide a “vouch” for the
26 Amazon refund on a Nulled discussion page, URL <https://www.nulled.to/topic/921203-rekks->
27

1 refunds-100k-orders-completed-20000-customers-10000-vouches-group-telegram-group-
2 100000-limits-worldwide-refunds/page-1.

3 **F. The REKK User Defendants' Role in the Fraudulent Scheme**

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

9 81. The REKK User Defendants each engaged in the following conduct in
10 furtherance of their role in the fraudulent scheme:

- 11 a. They each subscribe to or monitor REKK's online presence, including the REKK
12 Telegram channel, and therefore, each saw REKK's clear statements that it was
13 engaged in a fraudulent refund scheme.
- 14 b. They each placed one or more orders from Amazon for products with the intent to
15 commit refund fraud using REKK's refund fraud services.
- 16 c. Conspiring with REKK, they requested and received refunds from Amazon for
17 those products using one of REKK's fraudulent methods described above.
18 Specific examples of each Defendant's fraudulent activity in connection with
19 REKK is detailed in Exhibit A to this Complaint and incorporated within the
20 allegations of this Complaint.
- 21 d. They each also obtained other fraudulent concessions from Amazon without the
22 assistance of REKK. Each fraudulent concession was obtained through material
23 misstatements or omissions to Amazon that resulted in each Defendant obtaining
24 free products from Amazon.
- 25 e. They each agreed to the Amazon COU which provides that anyone shopping at
26 Amazon (1) may not misuse the Amazon Services; (2) may use those services
27

1 “only as permitted by law;” and (3) agrees to accept responsibility for all
2 activities that occur under their account or password.

3 f. They each provided one or more vouches for REKK’s fraudulent refund service
4 that REKK used to solicit new members to join the conspiracy to expand its
5 fraudulent activity.

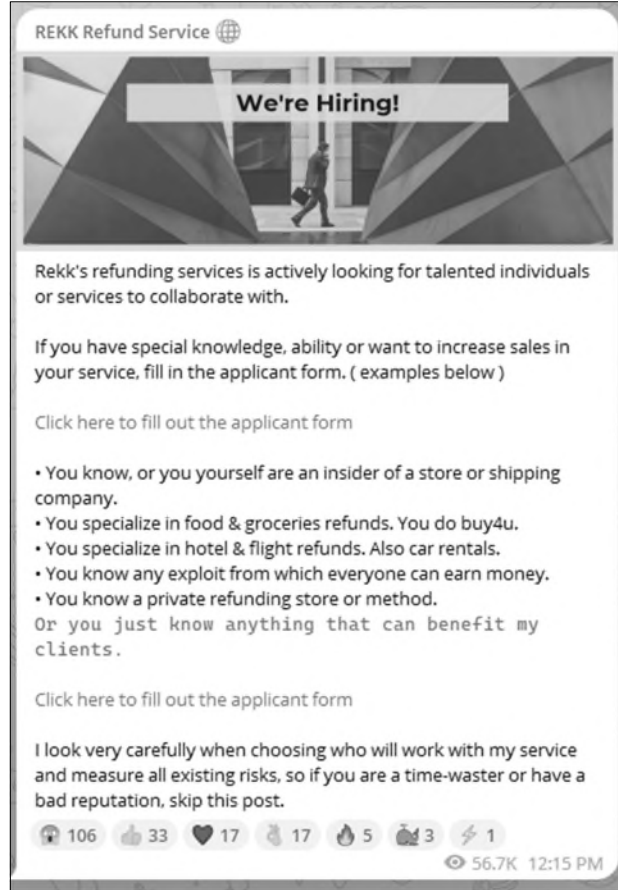
6 82. As an example, Defendant Andrew Ling placed an Amazon order for five Apple
7 iPads, causing the products to be shipped via Amazon Logistics. After receiving the products,
8 Ling engaged REKK to receive a fraudulent refund of the products. REKK then used a phishing
9 attack against an Amazon fulfillment center associate to manipulate Amazon’s systems to show
10 that all five of Ling’s iPads were returned (when none were). As a result, Ling and REKK stole
11 five iPads and REKK received hundreds of dollars for facilitating the fraud.

12 83. As another example, Defendant Jenny Tran placed an Amazon order for two
13 Apple MacBook Air laptops over the internet, causing the products to be shipped via Amazon
14 Logistics. After receiving the products, Jenny Tran engaged REKK to receive a fraudulent
15 refund of the products. REKK and Tran falsely claimed that the products were never received,
16 and they even provided a falsified police report to show that the product was not received. As a
17 result, Tran and REKK stole two MacBook laptops and REKK received hundreds of dollars for
18 facilitating the fraud.

19 **G. The Amazon Insider Defendants’ Role in the Fraudulent Scheme**

20 84. REKK identifies and recruits Amazon employees to join its scheme. REKK
21 recruits these insiders on Reddit, LinkedIn, or directly on its Telegram channel. The following is
22 a post from the Telegram channel recruiting Amazon insiders:

23 [partial screenshot on the following page]
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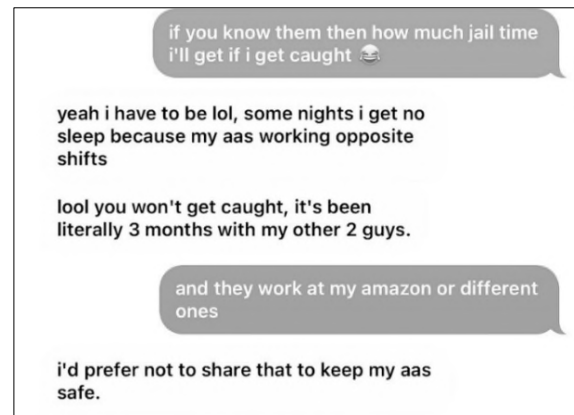
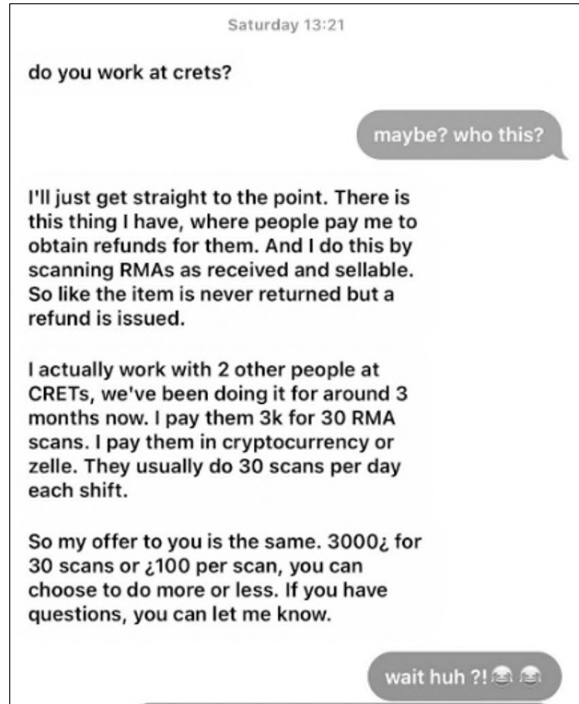


85. As set forth in the Parties section above, the Amazon Insider Defendants consist of the following seven individuals: Oscar Pineda, Janiyah Alford, Noah Page, William Walsh, Luke Colvin, Skylar Robinson, and Alejandro Taveras. The Amazon Insider Defendants were formerly Amazon employees responsible for approving product returns. Each worked in Amazon’s operations organization, which is responsible for handling product returns. Together, the seven Amazon Insider Defendants provided over \$500,000 worth of fraudulent returns to REKK and its users.

86. The Amazon Insider Defendants—in exchange for payments—conspired and acted in concert with the REKK Operator Defendants to approve fraudulent product returns. Detailed allegations as to the conduct of each Amazon Insider Defendant are contained in Exhibit B and incorporated within the allegations of this Complaint.

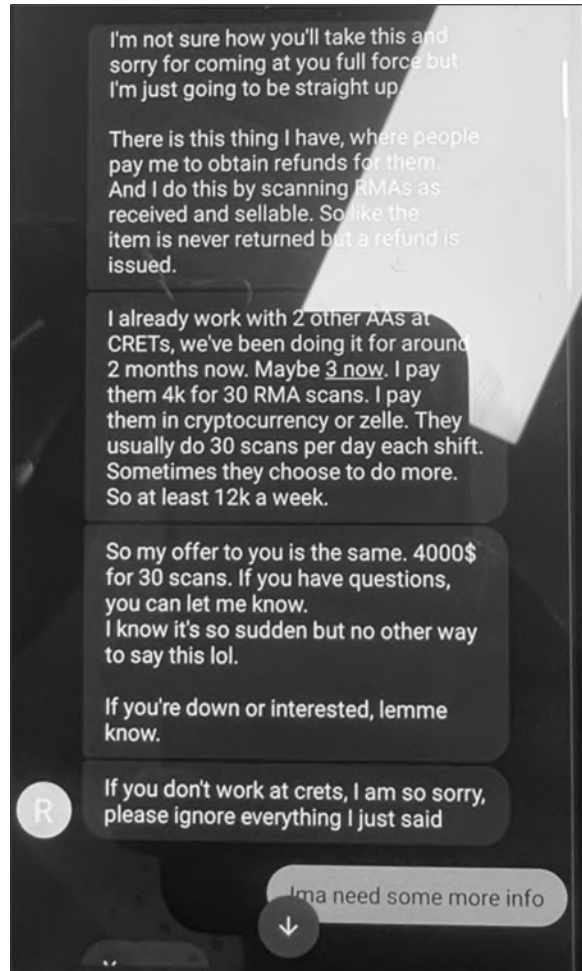
³ This post has since been removed from the channel.

1 87. As an example, Janiyah Alford began her employment with Amazon as a
2 fulfillment center associate in Chattanooga, Tennessee in January 2023. REKK recruited Alford
3 to facilitate returns fraud and Alford agreed to approve customer returns for products that were
4 not in fact returned. The following are partial screenshots of two of Alford's SMS conversations
5 with REKK:



24 Between February and May 2023, Alford fraudulently approved product returns for 76 orders at
25 REKK's request, causing Amazon to refund over \$100,000 to REKK users. REKK paid Alford
26 a total of \$3,500 for her participation in the fraudulent scheme. One such order that Alford
27 fraudulently approved as returned was that of REKK User Defendant, Zoha Ahmed.

1 88. As another example, Noah Page began his employment with Amazon as a
2 fulfillment center associate in Chattanooga, Tennessee in January 2023. REKK recruited Page to
3 facilitate returns fraud and Page agreed to approve customer returns for products that were not in
4 fact returned. Below is a screenshot of the initial exchange between REKK and Page:





20 In April 2023, Page fraudulently approved product returns for 56 orders, causing Amazon to
21 refund over \$75,000 to REKK users. On information and belief, REKK paid Page more than
22 \$5,000 for his participation in the fraudulent scheme.

23 **H. Amazon's Intellectual Property**

24 89. Amazon exclusively owns numerous U.S. trademark registrations and pending
25 applications. These trademarks are a critical component of consumers' ability to readily identify
26 Amazon products and services—including genuine product return and refund services.
27

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

<u>Mark</u>	<u>Registration No. (International Classes)</u>
AMAZON	2,657,226 (Int. Cl. 42) 2,738,837 (Int. Cl. 38) 2,738,838 (Int. Cl. 39) 2,832,943 (Int. Cl. 35) 2,857,590 (Int. Cl. 9) 3,868,195 (Int. Cl. 45) 4,171,964 (Int. Cl. 9) 4,533,716 (Int. Cl. 2) 4,656,529 (Int. Cl. 18) 4,907,371 (Int. Cls. 35, 41, 42) 5,102,687 (Int. Cl. 18) 5,281,455 (Int. Cl. 36)
AMAZON.COM	2,078,496 (Int. Cl. 42) 2,167,345 (Int. Cl. 35) 2,559,936 (Int. Cls. 35, 36, 42) 2,633,281 (Int. Cl. 38) 2,837,138 (Int. Cl. 35) 2,903,561 (Int. Cls. 18, 28) 3,411,872 (Int. Cl. 36) 4,608,470 (Int. Cl. 45)
	4,171,965 (Int. Cl. 9) 5,038,752 (Int. Cl. 25)
	4067393 (Int. Cl. 38) 3904646 (Int. Cl. 35) 3911425 (Int. Cl. 45) 5100558 (Int. Cl. 39) 4,969,037 (Int. Cl. 40) 5129530 (Int. Cl. 9) 6178565 (Int. Cls. 16, 36, 41, 42)

25 91. The Amazon Trademarks have been used exclusively and continuously by
26 Amazon and have never been abandoned. The above U.S. registrations for the Amazon
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1 Trademarks are valid, subsisting, in full force and effect, and many are incontestable pursuant to
2 15 U.S.C. § 1065. The registrations for the Amazon Trademarks constitute prima facie evidence
3 of their validity and of Amazon’s exclusive right to use the Amazon Trademarks pursuant to
4 15 U.S.C. § 1057(b).

5 **V. CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**

7 **Civil Conspiracy**

8 **(Against All Defendants)**

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

11 93. The REKK Operator Defendants, REKK User Defendants, and Amazon Insider
12 Defendants entered into an agreement to deprive and did deprive Amazon through the
13 exploitation of Amazon’s return services, with the intent to injure Amazon and its business.

14 94. The REKK User Defendants agreed to engage in the fraudulent refund scheme
15 orchestrated by the REKK Operator Defendants and the Amazon Insider Defendants when they
16 completed the “service form” hosted on REKK’s Telegram channel.

17 95. On information and belief, the REKK User Defendants were aware of each
18 other’s involvement through shared participation in the same Telegram channels and through
19 awareness from the vouches posted in the Telegram channels.

20 96. The REKK User Defendants helped to further the fraudulent refund scheme by
21 sharing information regarding successful fraudulent refunds through vouches posted to the
22 Telegram channels, which were available to other users. The REKK User Defendants also
23 furthered the fraudulent refund scheme by agreeing to share a portion of the fraudulent refunds
24 with the REKK Operator Defendants, thereby funding the fraudulent refund scheme.

25 97. The Amazon Insider Defendants agreed to engage in the fraudulent refund
26 scheme by: (1) engaging with the REKK Operator Defendants and agreeing to accept payment in
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1 exchange for approving fraudulent returns; (2) approving fraudulent returns for the REKK User
2 Defendants; and (3) on information and belief, accepting payment from the REKK Operator
3 Defendants.

4 98. On information and belief, upon completing the “service form” and engaging with
5 the REKK Operator Defendants and the Amazon Insider Defendants regarding the logistics
6 behind the refunding scheme, the REKK User Defendants knew that the refund scheme was
7 fraudulent and not a legitimate method of obtaining Amazon replacement products and refunds.

8 99. On information and belief, upon engaging with the REKK Operator Defendants
9 regarding the logistics behind the refunding scheme and accepting payment from the REKK
10 Operator Defendants in exchange for approving fraudulent returns, the Amazon Insider
11 Defendants knew that it was a fraudulent scheme.

12 100. As a result of the REKK Operator Defendants, REKK User Defendants, and
13 Amazon Insider Defendants’ deception, Amazon approved fraudulent refunds, sent replacement
14 products, and spent numerous resources through its customer support channels that it would not
15 have otherwise. If Amazon had known of the fraudulent activity carried out by the fraudulent
16 scheme, Amazon would not have issued refunds, sent replacement products, or spent numerous
17 resources through its customer support channels. The REKK Operator Defendants, REKK User
18 Defendants, and Amazon Insider Defendants have therefore been unjustly enriched and Amazon
19 has suffered damage.

20 **SECOND CAUSE OF ACTION**

21 **Fraudulent Misrepresentation**

22 **(Against All Defendants)**

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

25 102. Between at least June 1, 2022 and May 10, 2023 when working with the REKK
26 User Defendants, REKK Operator Defendants made numerous false representations to Amazon,
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1 including but not limited to: (1) on information and belief, contacting Amazon fulfillment center
2 employees posing as REKK User Defendants, Amazon HR personnel, or “Amazon
3 Investigation”; (2) providing false statements to Amazon fulfillment center employees regarding
4 product refunds or replacements, submitting false documentation claiming a product was never
5 received, or falsely stating the user had not received the product ordered; (3) on information and
6 belief, instructing REKK User Defendants to contact Amazon fulfillment center employees to
7 provide false statements regarding product ordered; (4) on information and belief, manipulating
8 shipping data to reflect false information regarding product delivery details; (5) on information
9 and belief, sending phishing messages to Amazon employees to obtain Amazon credentials; and
10 (6) instructing Amazon Insider Defendants to approve fraudulent returns. The date, time, and
11 manner of each of the REKK User Defendant’s fraudulent returns and false representations are
12 identified in Section IV.F and Exhibit A. The date, time, and manner of Amazon Insider
13 Defendants’ fraudulent return approvals are identified in Exhibit B.

14 103. Between at least June 1, 2022 and May 10, 2023, the REKK User Defendants
15 made numerous false representations to Amazon, including but not limited to: (1) on
16 information and belief, providing false statements to Amazon Customer Service and Amazon
17 fulfillment center employees regarding product refunds or replacements, such as claiming to not
18 have received the product(s) ordered, received empty boxes, or submitting falsified police reports
19 claiming the product(s) were never received; and (2) on information and belief, manipulating
20 shipping data by refusing delivery of products for false reasons. The date, time, and manner of
21 each of the REKK User Defendants’ fraudulent returns and false representations are identified in
22 Exhibit A.

23 104. Between at least June 1, 2022 and May 10, 2023, Amazon Insider Defendants
24 made numerous false representations to Amazon, including but not limited to approving
25 fraudulent returns. The date, time, and manner of Amazon Insider Defendants’ fraudulent return
26 approvals are identified in Section IV.F and Exhibit B.

1 105. REKK Operator Defendants and Amazon Insider Defendants' representations to
2 Amazon, as outlined in Section IV.F were material.

3 106. Upon information and belief, REKK Operator Defendants and Amazon Insider
4 Defendants' representations to Amazon, as outlined in Section IV.F and Exhibits A–B, were
5 knowingly false, or made recklessly without knowledge of the truth of the statement.

6 107. Upon information and belief, REKK Operator Defendants and Amazon Insider
7 Defendants' representations were made in an effort to mislead Amazon to believe that Amazon
8 customers were requesting valid returns and product replacement requests. And upon
9 information and belief, it was REKK Operator Defendants and Amazon Insider Defendants'
10 intent that the misrepresentation should be acted upon by Amazon.

11 108. Amazon reasonably and justifiably relied on REKK Operator Defendants and
12 Amazon Insider Defendants' representations by processing REKK User Defendants' fraudulent
13 refund requests, return requests, and product replacement requests. Amazon did not know of the
14 falsity of REKK Operator Defendants and Amazon Insider Defendants' representations. Had
15 REKK Operator Defendants and Amazon Insider Defendants informed Amazon that each refund
16 request, return request, and product replacement request was fraudulent, Amazon would not have
17 approved such requests.

18 109. As a material and direct result of REKK Operator Defendants and Amazon
19 Insider Defendants' representations, Amazon approved fraudulent refund requests, return
20 requests, and product replacement requests, causing Amazon to suffer damages.

21 **THIRD CAUSE OF ACTION**

22 **Negligent Misrepresentation**

23 **(Against All Defendants)**

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

1 111. Between at least June 1, 2022 and May 10, 2023 when working with the REKK
2 User Defendants, REKK Operator Defendants made numerous false representations to Amazon,
3 including but not limited to: (1) on information and belief, contacting Amazon fulfillment center
4 employees posing as REKK User Defendants, Amazon HR personnel, or “Amazon
5 Investigation”; (2) providing false statements to Amazon fulfillment center employees regarding
6 product refunds or replacements, submitting false documentation claiming a product was never
7 received, or falsely stating the user had not received the product ordered; (3) on information and
8 belief, instructing REKK User Defendants to contact Amazon fulfillment center employees to
9 provide false statements regarding product ordered; (4) on information and belief, manipulating
10 shipping data to reflect false information regarding product delivery details; (5) on information
11 and belief, sending phishing messages to Amazon employees to obtain Amazon credentials; and
12 (6) instructing Amazon Insider Defendants to approve fraudulent returns. The date, time, and
13 manner of each of the REKK User Defendant’s fraudulent returns and false representations are
14 identified in Section IV.F and Exhibit A. The date, time, and manner of Amazon Insider
15 Defendants’ fraudulent return approvals are identified in Exhibit B.

16 112. Between at least June 1, 2022 and May 10, 2023, the REKK User Defendants
17 made numerous false representations to Amazon, including but not limited to: (1) on
18 information and belief, providing false statements to Amazon Customer Service and Amazon
19 fulfillment center employees regarding product refunds or replacements, such as claiming to not
20 have received the product(s) ordered, received empty boxes, or submitting falsified police reports
21 claiming the product(s) were never received; and (2) on information and belief, manipulating
22 shipping data by refusing delivery of products for false reasons. The date, time, and manner of
23 each of the REKK User Defendants’ fraudulent returns and false statements are identified in
24 Exhibit A.

25 113. Between at least June 1, 2022 and May 10, 2023, Amazon Insider Defendants
26 made numerous false representations to Amazon, including but not limited to approving
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1 fraudulent returns. The date, time, and manner of Amazon Insider Defendants' fraudulent return
2 approvals are identified in Section IV.F and Exhibit B.

3 114. REKK Operator Defendants and Amazon Insider Defendants' representations to
4 Amazon, as outlined in Section IV.F and Exhibits A–B, were material.

5 115. Upon information and belief, REKK Operator Defendants and Amazon Insider
6 Defendants' representations to Amazon, as outlined in Section IV.F and Exhibits A–B, were
7 knowingly false, or made recklessly without knowledge of the truth of the statement.

8 116. Upon information and belief, REKK Operator Defendants and Amazon Insider
9 Defendants' representations were made in an effort to mislead Amazon to believe that Amazon
10 customers were requesting valid returns and product replacement requests. And upon
11 information and belief, it was REKK Operator Defendants and Amazon Insider Defendants'
12 intent that the misrepresentation should be acted upon by Amazon.

13 117. Amazon reasonably and justifiably relied on REKK Operator Defendants and
14 Amazon Insider Defendants' representations by processing REKK User Defendants' fraudulent
15 refund requests, return requests, and product replacement requests. Amazon did not know of the
16 falsity of REKK Operator Defendants and Amazon Insider Defendants' representations. Had
17 REKK Operator Defendants and Amazon Insider Defendants informed Amazon that each refund
18 request, return request, and product replacement request was fraudulent, Amazon would not have
19 approved such requests.

20 118. As a material and direct result of REKK Operator Defendants and Amazon
21 Insider Defendants' representations, Amazon approved fraudulent refund requests, return
22 requests, and product replacement requests, causing Amazon to suffer damages.

FOURTH CAUSE OF ACTION

Conversion

(Against All Defendants)

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

6 120. At all times applicable to this dispute, Amazon had a right to possess the refunds
7 fraudulently obtained by Defendants reflected in the REKK User Defendants’ transaction
8 histories and vouches, identified in Section IV.F. This amount includes the percentage of the
9 refunds the REKK Operator Defendants and the Amazon Insider Defendants obtained from the
10 REKK User Defendants in exchange for their fraudulent services.

11 121. At all times applicable to this dispute, Amazon had a right to possess the
12 replacement products fraudulently obtained by the REKK User Defendants, identified in Section
13 IV.F.

14 122. All Defendants willfully obtained fraudulent refunds as reflected in the REKK
15 User Defendants’ transaction histories and vouches, identified in Section IV.F. This amount
16 includes the refunds the REKK Operator Defendants and Amazon Insider Defendants obtained
17 from the REKK User Defendants in exchange for their fraudulent services. Amazon did not
18 consent to issuing refunds under these fraudulent circumstances. As a result, all Defendants
19 continue to wrongfully exercise control over the refund amounts issued by Amazon.

20 123. The REKK User Defendants willfully obtained fraudulent replacement products
21 as reflected in the REKK User Defendants’ transaction histories and vouches, identified in
22 Section IV.F. Amazon did not consent to providing replacement products under these
23 fraudulent circumstances. As a result, the REKK User Defendants continue to wrongfully
24 exercise control over the replacement products delivered by Amazon.
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1 124. Without Amazon’s authority, all Defendants have substantially interfered with
2 Amazon’s possession of product refunds and replacement products by knowingly or intentionally
3 preventing Amazon from possession of the refund amounts and replacement products.

4 125. As a result of Defendant’s actions, Amazon has been harmed by the full value of
5 the product refunds and replacement products. Amazon is entitled to the full value of the
6 product refunds. Amazon is also entitled to the highest market value of the replacement products
7 between the time of conversion and the date of Amazon’s Complaint for Damages and Injunctive
8 Relief.

9 **FIFTH CAUSE OF ACTION**

10 **Unjust Enrichment**

11 **(Against All Defendants)**

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

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

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

3 129. On information and belief, Amazon Insider Defendants unjustly received benefits
4 in the form of payments from REKK Operator Defendants in exchange for their deceptive
5 services. On information and belief, Amazon Insider Defendants obtained these benefits at
6 Amazon's expense and through their wrongful conduct, which included their interference with
7 Amazon's business relationships and other unfair business practices. On information and belief,
8 Amazon Insider Defendants continue to unjustly retain these benefits at Amazon's expense. It
9 would be unjust for Amazon Insider Defendants to continue to retain any value they obtained as
10 a result of their wrongful conduct.

11 130. REKK Operator Defendants, REKK User Defendants, and Amazon Insider
12 Defendants have been unjustly enriched by their scheme.

13 131. REKK Operator Defendants, REKK User Defendants, and Amazon Insider
14 Defendants' actions damaged Amazon, including but not limited to the time and money spent
15 investigating and mitigating unlawful conduct.

16 132. As a result, Amazon is entitled to an accounting and restitution from REKK
17 Operator Defendants, REKK User Defendants, and Amazon Insider Defendants consisting of the
18 benefit conferred by the revenues derived from Defendants' wrongful conduct at Amazon's
19 expense and all profits derived from that wrongful conduct.

20 133. Amazon is entitled to the establishment of a constructive trust consisting of the
21 benefit conferred upon REKK Operator Defendants, REKK User Defendants, and Amazon
22 Insider Defendants by the revenues derived from their wrongful conduct at Amazon's expense
23 and all profits derived from that wrongful conduct.

24 134. Amazon is further entitled to full restitution of all amounts by which REKK
25 Operator Defendants, REKK User Defendants, and Amazon Insider Defendants have been
26 unjustly enriched at Amazon's expense.

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SIXTH CAUSE OF ACTION

In the alternative, Breach of Contract

(Against the REKK Operator Defendants and the REKK User Defendants)

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

136. The REKK User Defendants entered into Amazon’s COU by way of creating their Amazon account or placing orders as described in Section IV.F and Exhibit A. The REKK User Defendants established a binding and enforceable contract with Amazon and have therefore accepted and at all relevant times were bound by Amazon’s COU.

137. The REKK Operator Defendants, by accessing the REKK User Defendants’ Amazon accounts as part of their fraudulent scheme, also established a binding and enforceable contract with Amazon and have therefore accepted and at all relevant times were bound by Amazon’s COU.

138. Amazon fully performed all of its obligations under the COU with the REKK Operator Defendants and the REKK User Defendants or was excused from doing so.

139. The REKK Operator Defendants materially breached the COU by, among other actions: (1) accessing the REKK User Defendants’ accounts; and (2) circumventing Amazon’s policies and procedures concerning order refunds and replacements.

140. The REKK User Defendants materially breached the COU by, among other actions: (1) misusing Amazon Services; and (2) circumventing Amazon’s policies and procedures concerning order refunds and replacements.

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

1 142. The REKK Operator Defendants and the REKK User Defendants' breaches have
2 caused significant harm to Amazon, and Amazon is entitled to damages in an amount to be
3 determined.

4 **SEVENTH CAUSE OF ACTION**

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

6 **(Against the REKK Operator Defendants)**

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

9 144. The REKK Operator Defendants' activities infringe the Amazon Trademarks.

10 145. Amazon advertises, markets, and distributes its products and services using the
11 Amazon Trademarks, and uses them to distinguish their products and services from the products
12 and services of others in the same or related fields.

13 146. Because of Amazon's long, continuous, and exclusive use of the Amazon
14 Trademarks, the Amazon Trademarks have come to mean—and are understood by customers,
15 users, and the public to signify—products and services from Amazon.

16 147. The REKK Operator Defendants use the Amazon Trademarks in commerce in a
17 manner that is intended or likely to cause, at least initially, confusion, mistake, or deception as to
18 source, origin, or authenticity of the REKK's Telegram channel, REKK's Telegram posts, and
19 REKK's purported services.

20 148. Further, the REKK Operator Defendants' activities are likely to lead Amazon's
21 customers to incorrectly believe, at least initially, that REKK's Telegram channel, REKK's
22 Telegram posts, and REKK's purported services originate with or are authorized by Amazon,
23 thereby harming Amazon.

24 149. At a minimum, the REKK Operator Defendants acted with willful blindness to, or
25 in reckless disregard of, their lack of authority to use the Amazon Trademarks and the confusion
26 that the use of the Amazon Trademarks had on consumers as to the source, sponsorship,
27

1 affiliation, or approval by Amazon of the services purportedly provided by REKK Operator
2 Defendants.

3 150. The REKK Operator Defendants are subject to liability, jointly and severally, for
4 the wrongful conduct alleged herein, both directly and under various principles of secondary
5 liability, including without limitation, respondeat superior, vicarious liability, and/or contributory
6 infringement.

7 151. The REKK Operator Defendants wrongful conduct includes the use of the
8 Amazon Trademarks, as well as false and misleading statements about or related to Amazon in
9 connection with REKK's commercial advertising or promotion. Examples of the date, time, and
10 manner of REKK Operator Defendants' false and misleading statements about or related to
11 Amazon are identified in Section IV.E, such as the use of Amazon's logos posted on Telegram
12 above an advertisement stating that the REKK Operator Defendants provide "AMAZON.COM
13 fast refunds."

14 152. The REKK Operator Defendants have used the Amazon Trademarks to cause
15 confusion, mistakes, or to deceive customers. On information and belief, the REKK Operator
16 Defendants' conduct initially misleads and confuses Amazon customers as to the authenticity of
17 the services advertised, marketed, or offered in connection with Amazon Trademarks, diverting
18 them from Amazon's genuine return process. For example, Amazon customers may initially
19 believe the REKK Operator Defendants offer legitimate Amazon refund services after reading
20 the statement that the REKK Operator Defendants provide "AMAZON.COM fast refunds."

21 153. The REKK Operator Defendants' acts constitute willful false statements in
22 connection with goods and/or services distributed in interstate commerce, in violation of 15
23 U.S.C. § 1125(a).

24 154. As a result of the REKK Operator Defendants' wrongful conduct, Amazon is
25 entitled to recover its actual damages, the REKK Operator Defendants' profits attributable to the
26 infringement, and treble damages and attorneys' fees pursuant to 15 U.S.C. § 1117(a)–(b). The
27 amount of money due from the REKK Operator Defendants to Amazon is unknown to Amazon

1 and cannot be ascertained without a detailed accounting. Alternatively, Amazon is entitled to
2 statutory damages under 15 U.S.C. § 1117(c).

3 155. Amazon is further entitled to injunctive relief, as set forth in the Prayer for Relief
4 below. Amazon has no adequate remedy at law for the REKK Operator Defendants' wrongful
5 conduct because, among other things: (a) the Amazon Trademarks are unique and valuable
6 property; (b) the REKK Operator Defendants' infringement constitutes harm to Amazon's
7 reputation and goodwill such that Amazon could not be made whole by any monetary award; (c)
8 if the REKK Operator Defendants' wrongful conduct is allowed to continue, the public is likely
9 to become further confused, mistaken, or deceived as to the source, origin, or authenticity of the
10 services being offered by REKK's Telegram channel and posts; and (d) the REKK Operator
11 Defendants' wrongful conduct, and the resulting harm to Amazon, is continuing.

12 **EIGHTH CAUSE OF ACTION**

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

14 **(15 U.S.C. § 1125(a))**

15 **(Against the REKK Operator Defendants)**

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

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

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

24 159. Amazon has also designed distinctive and aesthetically pleasing displays, logos,
25 icons, and graphic images (collectively, "Amazon designs") for its websites.

1 160. The REKK Operator Defendants’ wrongful conduct includes the use of the
2 Amazon Trademarks, Amazon’s name, or imitation designs (specifically displays, logos, icons,
3 and/or graphic designs virtually indistinguishable from the Amazon designs), and false
4 statements regarding Amazon and its products or services in connection with the REKK
5 Operator Defendants’ commercial advertising or promotion. Examples of the date, time, and
6 manner of REKK Operator Defendants’ false and misleading statements about or related to
7 Amazon are identified in Section IV.C, such as the use of Amazon’s logos posted on Telegram
8 above an advertisement that the REKK Operator Defendants provide “AMAZON.COM fast
9 refunds.”

10 161. The REKK Operator Defendants have used the Amazon Trademarks, Amazon’s
11 name, and/or imitation designs in a manner that is intended or likely to cause confusion, to cause
12 a mistake, or to deceive customers. On information and belief, the REKK Operator Defendants
13 wrongful conduct initially misleads and confuses Amazon customers as to the origin, approval
14 of, and authenticity of the goods and services advertised, marketed, offered, or distributed in
15 connection with Amazon’s Trademarks, name, and imitation visual designs, and wrongfully
16 trades upon Amazon’s goodwill and business reputation.

17 162. The REKK Operator Defendants’ acts constitute willful false statements in
18 connection with goods and/or services distributed in interstate commerce, in violation of 15
19 U.S.C. § 1125(a).

20 163. The REKK Operator Defendants are subject to liability for the wrongful conduct
21 alleged herein, both directly and under various principles of secondary liability, including
22 without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

23 164. Amazon is further entitled to injunctive relief, as set forth in the Prayer for Relief
24 below. The REKK Operator Defendants’ acts have caused irreparable injury to Amazon. The
25 injury to Amazon is and continues to be ongoing and irreparable. An award of monetary
26 damages cannot fully compensate Amazon for its injuries, and Amazon lacks an adequate
27 remedy at law.

1 165. As a result of the REKK Operator Defendants' wrongful conduct, Amazon is
2 entitled to recover its actual damages, the REKK Operator Defendants' profits, and treble
3 damages and attorneys' fees pursuant to 15 U.S.C. § 1117(a)–(b). The amount of money due to
4 Amazon is unknown and cannot be ascertained without a detailed accounting by the REKK
5 Operator Defendants.

6 **VI. PRAYER FOR RELIEF**

7 WHEREFORE, Amazon respectfully prays for the following relief:

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

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

12 (i) Making any statement of an affiliation or connection to Amazon in
13 connection with any offer, survey, commercial email, marketing
14 campaign, or website;

15 (ii) Opening, acquiring, or using any Amazon account to order any product or
16 service, and from claiming any refund or concession from Amazon;

17 (iii) Using or interacting with any Telegram, Nulled, Reddit, Discord, or other
18 private channel media platforms, accounts, servers, or channels affiliated
19 with the fraudulent refund scheme;

20 (iv) Creating any new Telegram, Nulled, Reddit, Discord, or other private
21 channel media platforms, accounts, servers, or channels affiliated with the
22 fraudulent refund scheme; and

23 (v) Engaging in any and all of the activity alleged herein, any acts causing any
24 of the injury complained of, and any acts assisting, aiding or abetting any
25 other persons or business entities in engaging in or performing any of the
26 activity complained of herein or from causing any of the injury complaint
27 of herein.

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

4 (i) Using the Amazon Trademarks in connection with any offer, survey,
5 commercial email, marketing campaign, or website;

6 (i) Using any other indication of Amazon's brand in connection with any
7 offer, survey, commercial email, marketing campaign, or website; and

8 (ii) Assisting, aiding, or abetting any other person or business entity in
9 engaging or performing any of the activities referred to in subparagraphs
10 (i) through (iii) above.

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

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

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

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

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

27

1 I. That Defendants be required to pay the costs of this action and Amazon's
2 reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. §
3 1117 or otherwise allowed by law;

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

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

8 DATED this 7th day of December, 2023.

9
10 Davis Wright Tremaine LLP
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12 AMAZON.COM SERVICES LLC, AND
13 AMAZON TECHNOLOGIES, INC.

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