

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRIAN HEINZ, individually and on behalf of)
all others similarly situated,)

Plaintiff,)

v.)

AMAZON.COM, INC. and DOES 1 through)
10, inclusive, and each of them,)

Defendants.)

Case No.

CLASS ACTION

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF:**

- (1) **WASHINGTON PRIVACY ACT,
WASH. REV. CODE §§ 9.73.030, *et*
seq.; AND**
- (2) **WASHINGTON CONSUMER
PROTECTION ACT, WASH. REV.
CODE §§ 19.86, *et seq.***

DEMAND FOR JURY TRIAL

1 of Use.” Therefore, personal jurisdiction is present, and venue is proper in the Western District of
2 Washington.

3 5. Defendant removed this action to federal court, and Plaintiff does not contest
4 federal jurisdiction under the U.S. Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §
5 1332(d).

6 **PARTIES**

7 6. Plaintiff BRIAN HEINZ is, and at all times mentioned herein was a person for
8 purposes of the WPA. Wash. Rev. Code §§ WPA 9.73.030(1), 9.73.060.

9 7. Defendant is and at all times mentioned herein was, a corporation for purposes of
10 the WPA. Wash. Rev. Code §§ WPA 9.73.030(1), 9.73.060.

11 8. The above-named Defendant, and its subsidiaries and agents, are collectively
12 referred to as “Defendant.” The true names and capacities of the Defendant sued herein as DOE
13 DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sue
14 such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally
15 responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to amend the
16 Complaint to reflect the true names and capacities of the DOE Defendants when such identities
17 become known.

18 9. Plaintiff is informed and believes that at all relevant times, each and every
19 Defendant was acting as an agent and/or employee of each of the other Defendants and was acting
20 within the course and scope of said agency and/or employment with the full knowledge and
21 consent of each of the other Defendants. Plaintiff is informed and believes that each of the acts
22 and/or omissions complained of herein was made known to, and ratified by, each of the other
23 Defendants.

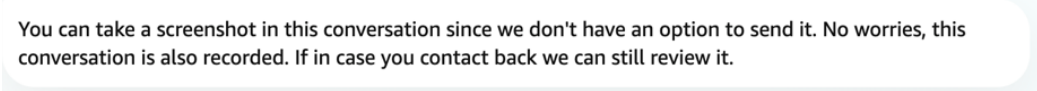
24 **FACTUAL ALLEGATIONS**

25 10. On or around July 2022 through September 2022, Plaintiff Heinz, using his cellular
26 phone, visited Defendant’s website on occasions and had conversations with Defendant via the
27 chat feature on Defendant’s website. The conversations included inquiries about shipping disputes
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1 related to products purchased on Defendant’s website. At no time during these conversations did
2 Defendant disclose to Plaintiff Heinz that it was recording the conversations.

3 11. Defendant, however, did in fact record its conversations with Plaintiff Heinz.

4 12. It is Defendant’s practice to record all chat transcripts with customers on its
5 website. If a user asks Defendant whether the chat conversations are recorded and asks for a
6 transcript, Defendant states:

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8 13. Defendant does so intentionally, as it purchased and utilized chat recording
9 software to record chats with consumers who speak to its chat bots in such a manner, for purposes
10 of monitoring their website activity, advertising, security, and customer service. It is facially
11 implausible for Defendant to have *unintentionally* recorded Plaintiff’s chats, as well as the chats
12 with other consumers, after having purchased/programmed and implemented software to do so.

13 10. Defendant records these “live chat” conversations because there is big money to
14 be made: the data is “*a treasure trove of conversational data*—chat history and context—that
15 businesses can begin to use and gain . . . *It’s the juiciest of low-hanging fruit* . . . The
16 opportunities unlocked with this type of conversational data pool are endless.”¹

17 11. Plaintiff alleges that his customer service “real-time” chats with Defendant are no
18 different than a phone call because the conversations involve the same topics, information, and
19 subjects. We have all experienced the long hold times, transfers to other customer service
20 representatives, and dropped calls when attempting to solve a customer service issue with a
21 company. In face of these obstacles, numerous consumers, Like Plaintiff, resort to the company’s
22 live chat feature to save time and avoid the hassle. However, consumers still have the same
23 reasonable expectation of privacy in these “live” conversations.
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27 ¹ Warren Levitan, *Conversations with customers are an untapped data goldmine for*
28 *businesses*, The Next Web (April 14, 2019).

1 14. These business practices are in violation of Washington state privacy laws. Article
2 1, Section 7 of the Washington Constitution states that: “No person shall be disturbed in his private
3 affairs, or his home invaded, without authority of law.” “Washington's privacy act [WPA] broadly
4 protects individuals' privacy rights [...]It is one of the most restrictive electronic surveillance laws
5 ever promulgated.” *State v. Roden*, 321 P.3d 1183, 1185 (Wash. 2014) Washington courts
6 “generally presume that conversations between two parties are intended to be private.” *State v.*
7 *Modica*, 164 Wn. 2d 83, 89 (Wash. 2008). Plaintiff asserts that these same expectations of privacy
8 hold true for consumers with respect to chat transcripts, which are equivalent to telephone
9 conversations with customer service agents, as they relate to the same topics and content.

10 15. Plaintiff, and other members of the Class had a reasonable expectation of privacy
11 concerning that their chat transcripts with Defendant because 1) they were speaking to a business
12 entity via a protected communication, 2) business entities are required to dispel reasonable
13 expectations of privacy as to such communications are not being recorded by providing a
14 conspicuous recording advisory at the outset of the communication if they plan to record said
15 communication, 3) Defendant failed to so advise Plaintiff and other Class Members, and 4) these
16 communications were customer service communications, which involve communications of a
17 nature that a reasonable consumer has come to expect are not being recorded unless so told they
18 were not being recorded.

19 16. Defendant received Plaintiff's chat transcript by communicating with Plaintiff over
20 a confidential line of communication. The Supreme Court of Washington has held that
21 “Washington's privacy act applies to computers that can record and save messages”, and that its
22 protections apply to real time chat messages. *State v. Townsend*, 147 Wn. 2d 666, 680 (Wash.
23 2002)

24 17. It is Defendant's practice to record all communications that occur on its website,
25 and use the recorded conversations for financial gain. That is, Plaintiff and putative class members
26 are unwittingly providing valuable information to Defendant without anything in return. Plaintiff
27 and consumers “have provided valuable data to [Defendant] and have received *no* money in
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1 return.” *Brown v. Google LLC*, 2021 U.S. Dist. LEXIS 244695, at *52 (N.D. Cal. Dec. 22, 2021)
2 (collecting cases).

3 18. Published research titled *Mining the Minds of Customers from Online Chat Logs*²
4 has noted that companies secretly use recorded chat conversation for data mining, marketing, and
5 advertising purposes. “Analyzing text logs in live chats can help identify what customers are
6 saying about products and services as well as how well the support staff is performing, which is
7 crucial for improving customer experience.” The researchers found that there is a “wealth of data
8 in live chat systems” which provides the opportunity to “analyzing unstructured chat content, we
9 can extract the possible feedbacks buried in chat logs and determine (1) what topics are being
10 discussed in chat logs, (2) what sentiments those chats accompany, and (3) what the overall
11 satisfaction level of customers is.”

12 19. An article titled *Conversations with customers are an untapped data goldmine for*
13 *businesses*³ stated that “achieving the elusive ‘360 degree view of the customer’ has become the
14 holy grail for brands.” In fact, the author noted the data provided by customer chat conversation is
15 the goldmine because it “untapped” data of “what a customer is actually saying.” Live chat features
16 “allow customers to communicate with brands in the same personal and immediate way they
17 interact with friends and family. And they’re doing it in huge numbers.” “An ability to collect,
18 store, aggregate, analyze, and ultimately act upon the actual words customers are saying to them,
19 would surely enable brands to deliver the type of intelligent and seamless experiences their
20 customers pine for.” “This rise of business messaging is set to product a treasure trove of
21 conversational data – chat history and context – that business can begin to use and gain a more
22 complete and personal view of their customers. *It’s the juiciest of low-hanging fruit.*”

23 20. As one of the largest data miners in the world, Amazon is certainly utilizing its
24 customer’s chat conversations as an asset. “Most live chat platforms incorporate real-time data and

25 ² Kunwoo Park, Jaewoo Kim, Jaram Park, Meeyoung Cha, Jiin Nam, Seunghyun Yoon, and
26 Eunhee Rhim. 2015. *Mining the Minds of Customers from Online Chat Logs*. In Proceedings of
27 the 24th ACM International on Conference on Information and Knowledge Management
28 (CIKM '15). Association for Computing Machinery, New York, NY, USA, 1879–1882.

³ Warren Levitan, *Conversations with customers are an untapped data goldmine for businesses*,
The Next Web (April 14, 2019).

1 analytics tools that can enable you to pinpoint what’s working and what can be improved.”⁴
2 Utilizing the recorded live chat conversations helps companies like Amazon “get one over your
3 competition.” “Live chat software will allow you to store previous conversations. Utilize this
4 feature by giving operatives time to scan through historical conversations with repeat customers.
5 This can help them to: Identify what problems they’ve had previously. Let’s say a previous
6 problem wasn’t resolved. In this case, the operative can be prepared to pick up the conversation
7 right where it left off. Learn what products they’ve previously purchased (and consequently, are
8 likely to purchase this time around). Establish the ‘type’ of customer they’re about to talk to and
9 the style of language they use and will respond best to. The contents of the conversations between
10 Defendant and Plaintiff that were recorded by Defendant were confidential in nature.”

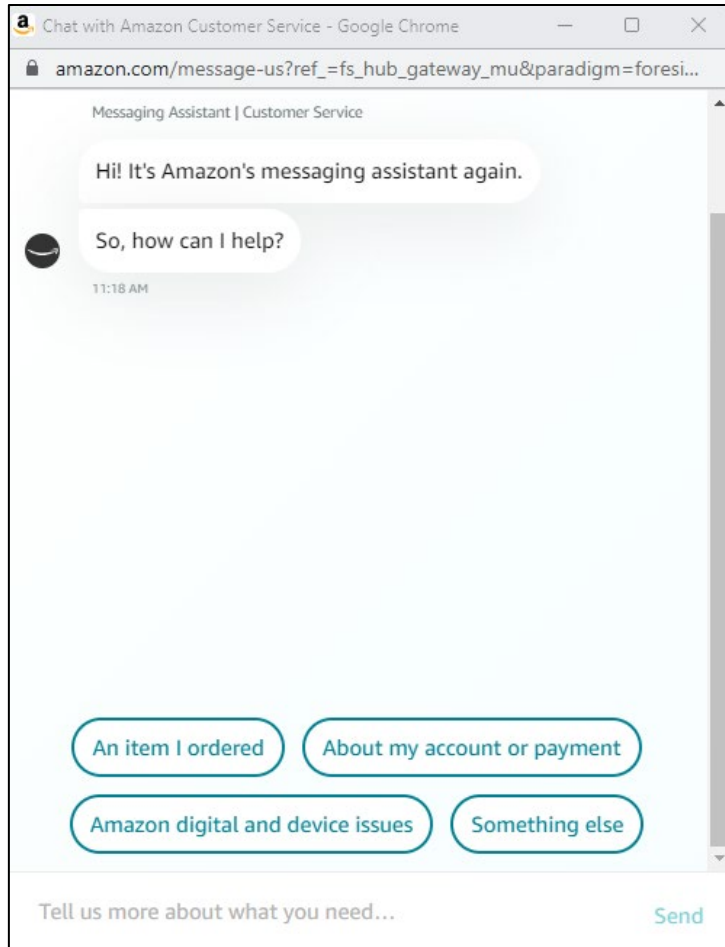
11 21. At no point did Plaintiff have a reasonable expectation that any of the conversations
12 with Defendant were being recorded because at no time did Defendant inform Plaintiff that it was
13 recording their conversations. Had Plaintiff known that the conversations were being recorded by
14 Defendant, Plaintiff would have conducted himself differently.

15 22. Further, the chats occur, and then disappear to the user. A live chat user does not
16 know the conversations are being recorded and kept for further use and does not receive or
17 maintain a copy of the conversation unlike emails and text messages. If one goes back to
18 Defendant’s website the conversation is no longer there.

19 23. A simple advisement that the chats are recorded would have solved this problem
20 but, instead, Defendant has chosen to take advantage of this technology, invade Plaintiff’s and
21 other class members’ privacy, and reap the benefits of the free conversational data. Defendant
22 failed to provide Plaintiff with a recording advisory at the outset of the recorded chat
23 communication as expected by consumers when carrying on private communication with
24 businesses. As shown below, Amazon provides no disclaimer or any kind of notice that it is
25 recording the chat conversations with its customers:

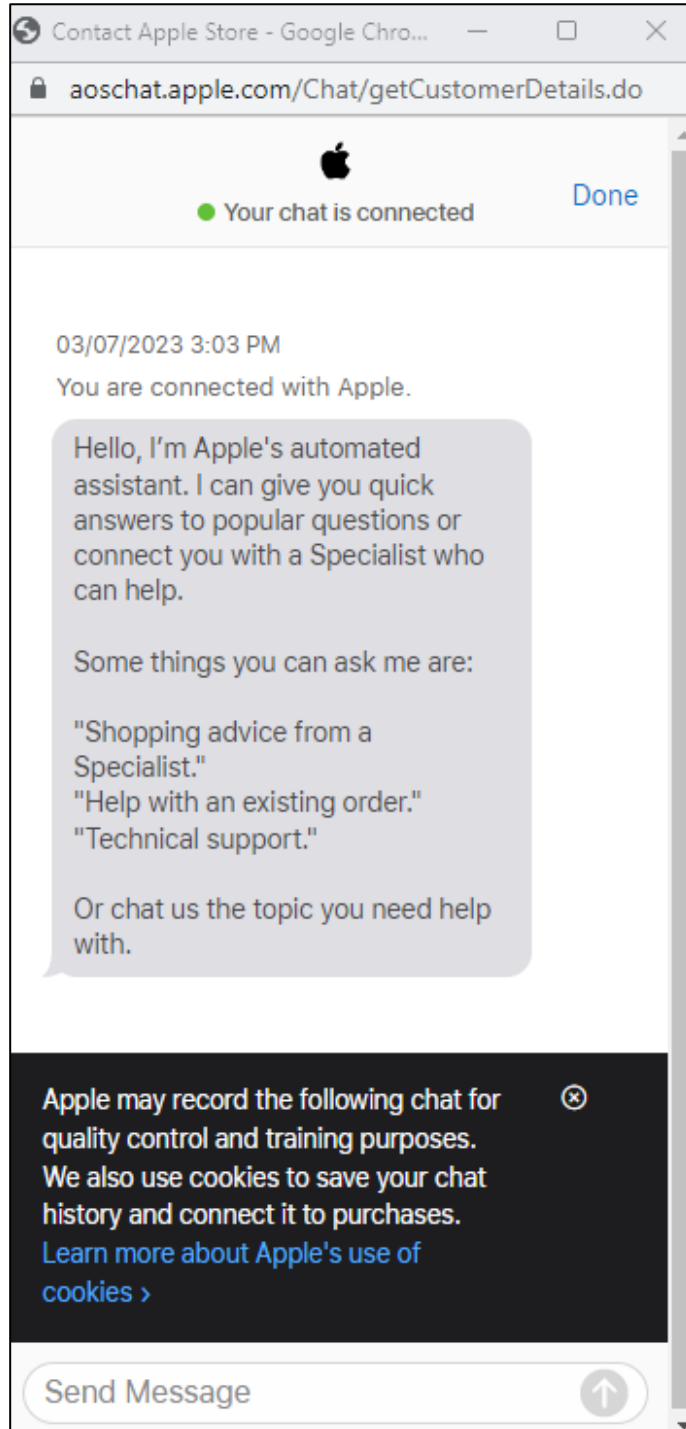
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27 _____
28 ⁴ Sujjan Patel, *How To Leverage Live Chat for Marketing & User Acquisition [Growth Hack]*,
LinkedIn (October 6, 2015).

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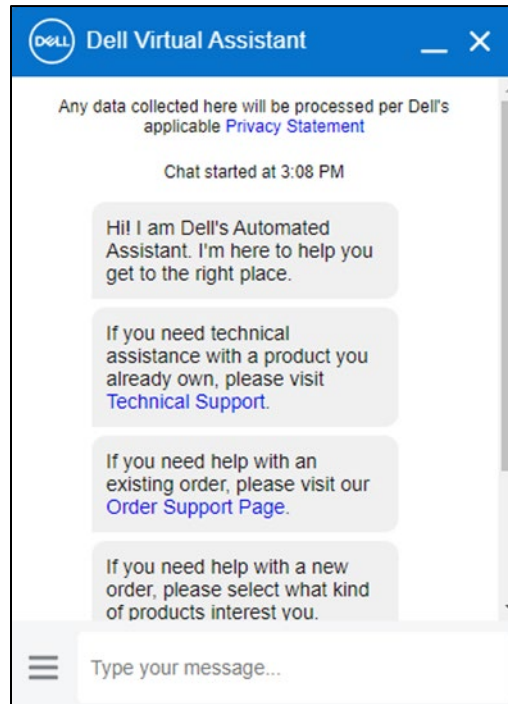


24. To make matters worse, Amazon’s competitors do inform their customers that the live chat conversations are recorded. Several other popular websites clearly disclose that the conversations via the live chat feature are being recorded in compliance with Washington law. For example, when a user opens the chat feature on apple.com, it states “Apple may record the following chat for quality control and training purposes. We also use cookies to save your chat history and connect it to purchases”:

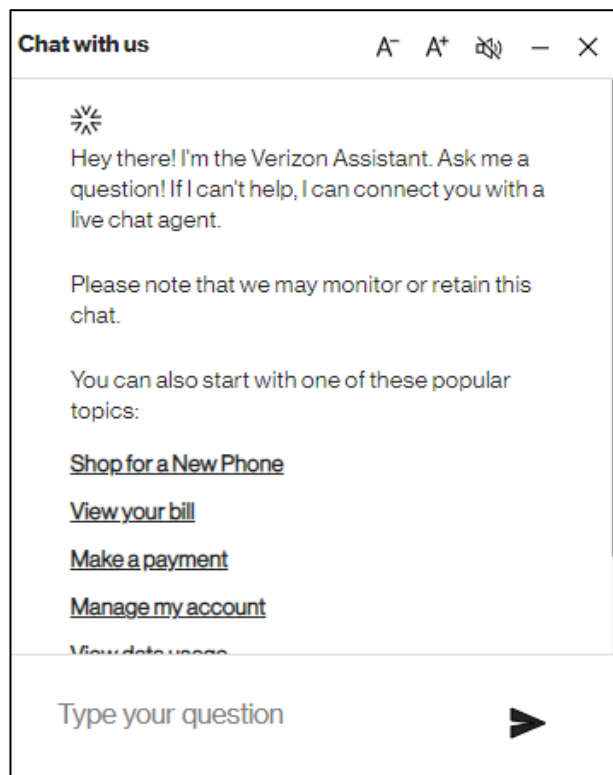
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25. When a user opens the chat feature on dell.com, it states that “Any data collected here will be processed per Dell's applicable **Privacy Statement**”:



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26. When a Verizon customer opens the live chat feature it states “Please note that we may monitor or retain this chat”:



1 27. It is Defendant's pattern and practice to record conversations via its website chat
2 feature made to United States residents. Defendant does not inform, or warn, United States
3 residents, including Plaintiff, that the conversations may be or will be recorded. Plaintiff was
4 unaware that the conversations he made to Defendant were recorded. There was no pre-
5 conversation notice that the conversations were being recorded. Defendant's representatives never
6 informed Plaintiff that the conversations via the chat feature on Defendant's website were being
7 recorded, until they were directly asked.

8 28. Plaintiff did not learn that Defendant recorded the conversations until after the
9 recording had already been made.

10 29. Plaintiff suffered injury as a result of Defendant's unlawful recording practices.
11 Plaintiff gave Defendant his private information and chat logs unknowingly, which Defendant
12 used to train its staff and software without compensation to Plaintiff. Further, Plaintiff provided
13 his conversational data which is worth money⁵ and received nothing in return.

14 **ACCRUAL OF RIGHTS TO PRIVACY CLAIMS, CONTINUING VIOLATION, EQUITABLE**
15 **TOLLING, AND FRAUDULENT CONCEALMENT**

16 30. Plaintiff did not discover, and could not discover through the exercise of reasonable
17 diligence, the fact that Defendant was recording the conversations between Plaintiff and members
18 of the Class and Defendant without their knowledge or consent.

19 31. Defendant concealed from Plaintiff and members of the Class that it was recording
20 the conversations between itself on the one hand and Plaintiff or other members of the Class on
21 the other hand.

22 32. Defendant concealed the fact that it was recording the afore-mentioned
23 conversations to create the false impression in the minds of Plaintiff and members of the Class that
24 they were not being recorded. At the outset of the conversations there was no warning that they
25 were, or even may, be recorded. Such warnings are ubiquitous today.

26 _____
27 ⁵ PCMag, Chandra Steele, *How Much Is Your Personal Data Worth?* (Nov. 25, 2020),
28 available at <https://www.pcmag.com/news/know-your-datas-worth> (detailing the prices of
personal data which is unknowingly provided to companies)

CLASS ACTION ALLEGATIONS

1 33. Plaintiff brings this action individually and on behalf of and all others similarly
2 situated, as members of the proposed class (hereinafter “the Class”) defined as follows:
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4 All persons in the United States whose inbound and outbound
5 conversations via the chat feature on Defendant’s website were
6 recorded without their consent by Defendant or its agent/s within the
7 applicable statute of limitations⁶ through the date notice is provided to
8 the Class.

9 34. Defendant and its employees or agents are excluded from the Class. Plaintiff does
10 not know the number of members in the Class, but believes members of the Class number in the
11 thousands, if not more. Thus, this matter should be certified as a Class action to assist in the
12 expeditious litigation of this matter.

13 35. Plaintiff and members of the Class were harmed by the acts of Defendant in at least
14 the following ways: Defendant, either directly or through its agents, illegally recording inbound
15 and outbound conversations via the chat feature on Defendant’s website without their consent
16 within the one year prior to the filing of the original Complaint in this action. Plaintiff and
17 members of the Class were damaged thereby.

18 36. This suit seeks only damages and injunctive relief for recovery of economic injury
19 on behalf of the Class, and it expressly is not intended to request any recovery for personal injury
20 and claims related thereto. Plaintiff reserves the right to expand definition of the Class to seek
21 recovery on behalf of additional persons as warranted as facts are learned in further investigation
22 and discovery.

23 37. The joinder of members of the Class is impractical and the disposition of their
24 claims in the Class action will provide substantial benefits both to the parties and to the court. The
25 Class can be identified through Defendant’s records or Defendant’s agents’ records.

26 38. There is a well-defined community of interest in the questions of law and fact
27 involved affecting the parties to be represented. The questions of law and fact to the Class
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⁶ The applicable statute of limitations is based off the date of filing the original complaint which is January 11, 2023. *See Brian Heinz v. Amazon.com Inc. et al.*, No. CV2023-0085 (Super. Ct. of Cal., Yolo Conty.).

1 predominate over questions which may affect individual member of the Class, including the
2 following:

- 3 a. Whether Defendant has a policy of recording incoming and/or outgoing
4 conversations via the chat feature on Defendant's website;
- 5 b. Whether Defendant discloses and/or obtains consent from members of the Class
6 that their incoming and/or outgoing conversations via the chat feature on
7 Defendant's website were being recorded;
- 8 c. Whether Defendant's policy of recording incoming and/or outgoing
9 conversations via the chat feature on Defendant's website constituted a violation
10 of Washington Privacy Act, Wash. Rev. Code §§ 9.73.030, et seq.,
- 11 d. Whether Defendant's policy of recording incoming and/or outgoing
12 conversations via the chat feature on Defendant's website constituted a violation
13 of Washington Consumer Protection Act, Wash. Rev. Code §§ 19.86 et seq.;
- 14 e. Whether Plaintiff, and the Class were damaged thereby, and the extent of
15 damages for such violations; and
- 16 f. Whether Defendant should be enjoined from engaging in such conduct in the
17 future.

18 39. As an individual whose conversations via the chat feature on Defendant's website
19 with Defendant made from his cellphone were recorded without notice or consent, Plaintiff is
20 asserting claims that are typical of the Class because every other member of the Class, like
21 Plaintiff, was exposed to virtually identical conduct and is entitled to the greater of statutory
22 damages.

23 40. Plaintiff will fairly and adequately represent and protect the interests of the Class
24 in that Plaintiff has no interests antagonistic to any member of the Class.

25 41. Plaintiff and the members of the Class have all suffered irreparable harm as a result
26 of the Defendant's unlawful and wrongful conduct. Absent a class action, the Class will continue
27 to face the potential for irreparable harm. In addition, these violations of law will be allowed to
28 proceed without remedy and Defendant will likely continue such illegal conduct. Because of the

1 size of the individual members of the Class’s claims, few, if any, members of the Class could
2 afford to seek legal redress for the wrongs complained of herein.

3 42. Plaintiff has retained counsel experienced in handling class action claims to further
4 ensure such protection.

5 43. A class action is a superior method for the fair and efficient adjudication of this
6 controversy. Class-wide damages are essential to induce Defendant to comply with Washington
7 law. The interest of members of the Class in individually controlling the prosecution of separate
8 claims against Defendant is small because the maximum statutory damages in an individual action
9 for violation of privacy are minimal. Management of these claims is likely to present significantly
10 fewer difficulties than those presented in many class claims.

11 44. Defendant has acted on grounds generally applicable to the Class, thereby making
12 appropriate final injunctive relief and corresponding declaratory relief with respect to the Class as
13 a whole.

14 **First CAUSE OF ACTION**

15 **VIOLATION OF THE WASHINGTON PRIVACY ACT:**

16 **WASH. REV. CODE § § 9.73.030, ET SEQ.**

17 *ON BEHALF OF THE CLASS*

18 45. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as
19 though fully stated herein.

20 46. Washington’s state legislature enacted the WPA to prevent and punish widespread
21 privacy violations carried out by entities such as Defendant. “Washington’s privacy act [WPA]
22 broadly protects individuals’ privacy rights [...]It is one of the most restrictive electronic
23 surveillance laws ever promulgated.” *State v. Roden*, 321 P.3d 1183, 1185 (Wash. 2014). Article
24 1, Section 7 of the Washington Constitution states that: “No person shall be disturbed in his private
25 affairs, or his home invaded, without authority of law.” Washington courts “generally presume
26 that conversations between two parties are intended to be private.” *State v. Modica*, 164 Wn. 2d
27 83, 89 (Wash. 2008).

1 47. Wash. Rev. Code § 9.73.030 states that: “Private communication transmitted by
2 telephone, telegraph, radio, or other device between two or more individuals between points within
3 or without the state by any device electronic or otherwise designed to record and/or transmit said
4 communication regardless how such device is powered or actuated, without first obtaining the
5 consent of all the participants in the communication.” The same consent requirement applies to
6 “private conversations by any device electronic or otherwise designed to record or transmit such
7 conversation regardless how the device is powered or actuated.”

8 48. Plaintiff is informed and believes, and thereupon alleges, that Defendant recorded
9 private communications and/or conversation through the use of “devices” including software,
10 computers, services, and websites within or without the state of Washington. Wash. Rev. Code §
11 9.73.030(1)(a); *State v. Townsend*, 147 Wn. 2d 666, 680 (Wash. 2002).

12 49. At no time during which these conversations were taking place between Defendant
13 or any employee, agent, manager, officer, or director of Defendant, and any other person, did
14 Defendant inform Plaintiff or any other member of the Class that the recording of their
15 conversations were taking place and at no time did Plaintiff or any other member of the Class
16 consent to this activity.

17 50. Defendant, knowing that this conduct was unlawful and a violation of Plaintiff’s
18 and the members of the Class’s right to privacy and a violation of Wash. Rev. Code § 9.73.030,
19 *et seq.*, did intrude on Plaintiff and the members of the Class’s privacy by knowingly and/or
20 negligently and/or intentionally engaging in the aforementioned recording activities relative to the
21 conversations between Plaintiff and members of the Class, on the one hand, and Defendant on the
22 other hand, as alleged herein above.

23 51. Based on the foregoing, Plaintiff and the members of the Class are entitled to, and
24 below herein do pray for, their statutory remedies and damages, including but not limited to, those
25 set forth in Wash. Rev. Code § 9.73.060.

26 52. Wash. Rev. Code § 9.73.060 states that “[a]ny person who, directly or by means
27 of a detective agency or any other agent, violates the provisions of this chapter shall be subject to
28 legal action for damages, to be brought by any other person claiming that a violation of this statute

1 has injured his or her business, his or her person, or his or her reputation. A person so injured shall
 2 be entitled to actual damages, including mental pain and suffering endured by him or her on
 3 account of violation of the provisions of this chapter, or liquidated damages computed at the rate
 4 of one hundred dollars a day for each day of violation, not to exceed one thousand dollars, and a
 5 reasonable attorney's fee and other costs of litigation."

6 53. As the saying goes, "if you're not paying, then you're the product." Plaintiff and
 7 class members have unwittingly provided valuable conversational and other personal data in return
 8 for nothing. This type of data is estimated to have a price tag:⁷

Age	Cost for Data Per Person	Percentage of Population	Total Demographic Cost
18-24	\$0.36	11.92%	\$14,253,466.27
25-34	\$0.11	21.80%	\$7,791,894.90
35-44	\$0.12	20.30%	\$8,368,383.54
45-54	\$0.27	13.76%	\$12,346,312.34
55+	\$0.05	32.22%	\$5,272,710.83

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14 **SECOND CAUSE OF ACTION**

15 **VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT:**

16 **WASH. REV. CODE §§ 19.86, *et seq.***

17 *ON BEHALF OF THE CLASS*

18 54. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as
 19 stated herein.

20 55. The WCPA prohibits "[u]nfair methods of competition and unfair or deceptive acts
 21 or practices in the conduct of any trade or commerce." Wash. Rev. Code § 19.86.020. Washington
 22 state legislature declared that "the purpose of this act is to complement the body of federal law
 23 governing restraints of trade, unfair competition and unfair, deceptive, and fraudulent acts or
 24 practices in order to protect the public and foster fair and honest competition." Wash. Rev. Code
 25 § 19.86.920

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28 ⁷ PCMag, Chandra Steele, *How Much Is Your Personal Data Worth?* (Nov. 25, 2020), available
 at <https://www.pcmag.com/news/know-your-datas-worth>

1 56. The Supreme Court of Washington held that “to prevail in a private [WCPA] action
2 and therefore be entitled to attorney fees, a plaintiff must establish five distinct elements: (1) unfair
3 or deceptive act or practice; (2) occurring in trade or commerce; (3) public interest impact; (4)
4 injury to plaintiff in his or her business or property; (5) causation.” *Hangman Ridge v. Safeco Title*,
5 105 Wn. 2d 778, 780 (Wash. 1986)

6 57. Defendant engaged in unfair or deceptive acts, omissions, and practices in the
7 conduct of trade or commerce, in violation of Section 19.86.020, by violating Plaintiff’s and the
8 Class Members’ rights to privacy and by secretly recording Plaintiff’s and the Class Members’
9 private chat communications without their consent.

10 58. As noted above, Washington state law has created a public policy against secretly
11 recording consumers’ communications without their express consent. Defendant has violated and
12 is currently violating this public policy. Thus, Defendant’s violations of the WCPA have a public
13 interest impact given its prevalent and widespread scope.

14 59. Defendant’s business practices caused Plaintiff and Class Members injury because
15 of Defendant’s unlawful recording practices. First, Plaintiff and the Class unknowingly gave
16 Defendant their private information and chat logs, which Defendant used to train its staff and
17 software without compensation to each consumer. Second, Plaintiff and the Class purchased
18 products and services from Defendant, which they would not have done if they had known that
19 Defendant intended to record and “mine” every communication between itself and each consumer
20 for valuable data.

21 60. Plaintiffs and the Class Members are entitled to damages, statutory treble damages,
22 and reasonable attorneys’ fees under Washington Revised Code Section 19.86.090

PRAYER FOR RELIEF

VIOLATION OF THE WASHINGTON PRIVACY ACT:

WASH. REV. CODE § § 9.73.030, *ET SEQ.*

Wherefore, Plaintiff respectfully request the Court grant Plaintiff and members of the Class the following relief against Defendant:

61. That this action be certified as a class action on behalf of the Class and Plaintiff be appointed as the representative of the Class;

62. For actual damages or liquidated damages computed at the rate of one hundred dollars a day for each day of violation, not to exceed one thousand dollars per violation;

63. For exemplary or treble damages;

64. For attorney's fees and costs, pursuant to Wash. Rev. Code § 9.73.060;

65. For prejudgment interest at the legal rate; and

66. For such further relief as this Court deems necessary, just, and proper.

VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT:

WASH. REV. CODE §§ 19.86, *ET SEQ.*

Wherefore, Plaintiff respectfully requests the Court grant Plaintiff and members of the Class the following relief against Defendant:

67. That this action be certified as a class action on behalf of the Class and Plaintiff be appointed as the representative of the Class;

68. For actual damages and exemplary damages up to an amount not to exceed three times the actual damages sustained per violation;

69. Injunctive relief in the form of an order requiring Defendant to disgorge all ill-gotten gains and awarding Plaintiff and the Class full restitution of all monies wrongfully acquired by Defendant by means of such unfair and unlawful conduct;

70. That the Court preliminarily and permanently enjoin Defendant from recording each and every oncoming and outgoing conversations via the chat feature on Defendant's website, including Plaintiff and the Class, without their prior consent, and to maintain the confidentiality of the information of Plaintiff and the Class;

- 1 71. For exemplary or treble damages;
2 72. For attorney's fees and costs, pursuant to Wash. Rev. Code § 19.86.090;
3 73. For prejudgment interest at the legal rate; and
4 74. For such further relief as this Court deems necessary, just, and proper.

5 **Trial By Jury**

- 6 75. Plaintiff hereby requests a trial by jury on all issues so triable.

7 Dated: May 22, 2024

CROSNER LEGAL, P.C.

8 BY: /s/ Zachary M. Crosner
9 ZACHARY M. CROSNER, ESQ.

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15 zach@crosnerlegal.com

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24 *Attorneys for Plaintiff and the Proposed Class*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Amazon.com Recorded Customer Service Chat Conversations Without Consent, Class Action Claims](#)
