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UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MARY AND MATTHEW STREET,

Plaintiffs,

v.

AMAZON.COM SERVICES, INC., a Delaware  
Corporation; AMAZON DIGITAL SERVICES,  
INC., a Delaware Corporation,

Defendants.

NO.

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 **COMPLAINT**

2 Plaintiffs Mary and Matthew Street (“Plaintiffs” and/or the “Street Plaintiffs”), on their  
3 own behalf and on behalf of all others similarly situated (“Class Members”), bring this class  
4 action against Amazon.com Services, Inc. and Amazon Digital Services, Inc. (collectively  
5 “Amazon” or “Defendants”) and complain and allege the following upon personal knowledge  
6 as to their own experiences, and based upon on information and belief as to other matters:

7 **INTRODUCTION**

8 1. Amazon is building an unprecedented national wireless network but making its  
9 consumers foot the bill. This action seeks to right that wrong.

10 2. This is a class action lawsuit brought against Amazon by Plaintiffs individually,  
11 and on behalf of similarly situated consumers who purchased Amazon Echo smart speakers and  
12 Ring security camera systems equipped with Amazon’s Sidewalk network (referred to herein as  
13 “Sidewalk Devices”).

14 3. Amazon manufactured, marketed, and sold the Echo and Ring devices.<sup>1</sup>  
15 Embedded within Sidewalk Devices is a technology that enables those Sidewalk Devices to  
16 connect to other Echo and Ring devices nearby through their Bluetooth connections, creating a  
17 new, shared network.<sup>2</sup> Together, these connections create a stronger “mesh” network with long-  
18 range connectivity that would otherwise be expensive to create.

19 4. Amazon bypasses the expense of creating such an expensive network, however,  
20 by having Sidewalk tap into Plaintiffs’ and Class Members’ private Internet connections, using  
21 portions of their Internet bandwidth to maintain connections between the Sidewalk Devices.  
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24 \_\_\_\_\_  
25 <sup>1</sup> Geoffrey A. Fowler, *Amazon is about to share your Internet connection with neighbors. To*  
26 *turn it off, you’ll have to dig through some settings*, WASHINGTON POST, (June 8, 2021, 11:07  
27 AM), <https://www.washingtonpost.com/technology/2021/06/07/amazon-sidewalk-network/>,  
<https://apple.news/AP7vHVBq5SseZ-9EkFrmT3w>.

<sup>2</sup> *Id.*



1 employees located in this judicial district; list their address as within this judicial district; and  
2 intentionally and purposefully placed its products and services into the stream of commerce  
3 within the state of Washington and throughout the United States. The exercise of personal  
4 jurisdiction over Defendants in Washington would not offend traditional notions of fair play  
5 and substantial justice.

6 **THE PARTIES**

7 11. Plaintiffs Matthew and Mary Street are husband and wife, and citizens of the  
8 state of Florida, residing in Miami-Dade County.

9 12. On or about October 9, 2018, Mr. and Mrs. Street became owners of an “Echo  
10 Dot,” third generation, for personal, family, or household use.

11 13. The Street Plaintiffs pay Comcast for personal Internet bandwidth on a monthly  
12 basis.

13 14. The Street Plaintiffs did not consent to share their personal Internet bandwidth for  
14 the Sidewalk network.

15 15. Plaintiffs are informed and believe and thereon allege that Defendants  
16 Amazon.com Services, Inc. and Amazon Digital Services, Inc. are incorporated in the state of  
17 Delaware and maintain their business headquarters at 410 Terry Ave N, Seattle, WA 98103.

18 **FACTUAL ALLEGATIONS**

19 16. Defendant Amazon.com Services, Inc. is “a vast Internet-based enterprise that  
20 sells books, music, movies, housewares, electronics, toys, and many other goods, either directly  
21 or as a middleman between other retailers and Amazon.com’s millions of customers.”<sup>3</sup>

22 17. Amazon.com Services Inc.’s Prime delivery and streaming services exceed 200  
23 million global customers.<sup>4</sup>

24  
25 <sup>3</sup> Mark Hall, *Amazon.com*, BRITANNICA, <https://www.britannica.com/topic/Amazoncom> (last  
visited June 25, 2021).

26 <sup>4</sup> *Fortune 500: Amazon – Rank 2*, FORTUNE, [https://fortune.com/company/amazon-](https://fortune.com/company/amazon-com/fortune500/)  
27 [com/fortune500/](https://fortune.com/company/amazon-com/fortune500/) (last visited Jun 25, 2021).

1 18. Amazon.com Services Inc. has grown from being an online book retailer to the  
2 world's largest and most influential e-commerce platform with net sales of more than \$280  
3 billion in 2019.<sup>5</sup>

4 19. Defendant Amazon Digital Services Inc.'s "business includes renting data  
5 storage and computing resources, so-called 'cloud computing,' over the Internet."<sup>6</sup>

6 20. Amazon Digital Services Inc. is now also one of the largest providers of cloud  
7 computing services, powering 42% of the Internet through Amazon Web Services.<sup>7</sup>

8 21. In January 2019, Amazon became "the most valuable company on the planet,"  
9 worth almost \$810 billion.<sup>8</sup>

10 22. Amazon also developed the voice-controlled, personal, artificial intelligence,  
11 assistant technology known as Alexa.

12 23. The Alexa application allows users the ability to connect to online music  
13 services, provide weather and news updates, and view shopping lists and calendars, among  
14 other services.

15 24. The Amazon Echo is a platform for Alexa. Its voice-controlled smart speaker  
16 connects to consumers' Wi-Fi Internet connections to provide voice control to connected  
17 mobile devices through Bluetooth technology. The Echo is also equipped with Alexa. Certain  
18 Echo devices are equipped with Sidewalk.

19 25. Amazon Ring devices are smart security products, including a video doorbell  
20 that allows Ring users to see, speak to, and record people at their doorsteps or other home  
21 areas. Certain Ring devices are equipped with Sidewalk.

22 <sup>5</sup> Form 10-K, Amazon.com, Inc., [https://d18rn0p25nwr6d.cloudfront.net/CIK-  
23 0001018724/4d39f579-19d8-4119-b087-ee618abf82d6.pdf](https://d18rn0p25nwr6d.cloudfront.net/CIK-0001018724/4d39f579-19d8-4119-b087-ee618abf82d6.pdf).

24 <sup>6</sup> Hall, *supra*, <https://www.britannica.com/topic/Amazoncom>.

25 <sup>7</sup> Matt Ward, *Amazon: The Company Consuming Consumers*, [https://mattward.io/amazon-the-  
26 company-consuming-consumers/](https://mattward.io/amazon-the-company-consuming-consumers/) (last accessed June 16, 2021).

27 <sup>8</sup> Paul R. La Monica, *Amazon Is Now the Most Valuable Company on the Planet*, CNN, (Jan, 8,  
2019, 11:27 A.M.), [https://www.cnn.com/2019/01/08/investing/amazon-most-valuable-  
company-microsoft-google-apple/index.html](https://www.cnn.com/2019/01/08/investing/amazon-most-valuable-company-microsoft-google-apple/index.html).

1 26. Amazon states, “Amazon Sidewalk is a shared network that helps devices work  
2 better” and claims that Sidewalk operates “at no charge to customers.”<sup>9</sup>

3 27. Amazon further states, “Sidewalk works by sharing a little bit of your internet  
4 bandwidth with your neighbors. By combining it with bandwidth donated by others in the  
5 neighborhood, Sidewalk creates a low-bandwidth, low-power network that can be used by  
6 neighbors to help one another in new ways.”<sup>10</sup>

7 28. However, the sharing of bandwidth between neighbors is not donated. Rather, it  
8 is automatically taken from Amazon device-owners who own Amazon Sidewalk Devices as  
9 opposed to being volunteered for access and sharing.

10 29. Amazon lists the following Echo and Ring devices as Amazon Sidewalk  
11 Devices:<sup>11</sup>

- 12 a) Ring Floodlight Cam (2019)
- 13 b) Ring Spotlight Cam Wired (2019)
- 14 c) Ring Spotlight Cam Mount (2019)
- 15 d) Echo (3rd Gen and newer)
- 16 e) Echo Dot (3rd Gen and newer) for Kids
- 17 f) Echo Dot with Clock (3rd Gen and newer)
- 18 g) Echo Plus (All generations)
- 19 h) Echo Show (2nd Gen and newer)
- 20 i) Echo Spot
- 21 j) Echo Studio
- 22 k) Echo Input
- 23 l) Echo Flex

24 \_\_\_\_\_  
25 <sup>9</sup> <https://support.ring.com/hc/en-us/articles/360032492292-Amazon-Sidewalk-Information> (last  
accessed June 16, 2021).

26 <sup>10</sup> *Id.*

27 <sup>11</sup> *Id.*

1 30. Amazon currently uses up to 500 megabytes of Internet bandwidth through each  
2 Sidewalk Device, and this Internet traffic counts toward Plaintiffs' and Class Members'  
3 maximum data usage from Internet service providers, creating the potential for overage charges  
4 to consumers for Amazon's use of their Internet bandwidth. The maximum amount of  
5 bandwidth to be used through Sidewalk Devices, however, is potentially subject to increase  
6 over time.

7 31. Owners and users of the Sidewalk Devices can only stop the unfair use of their  
8 Internet bandwidth if they are aware of the taking of the bandwidth via Sidewalk, find  
9 instructions for disabling Sidewalk, and take several steps to disable Sidewalk on their  
10 devices.<sup>12</sup> Owners and users of Sidewalk Devices who do not opt out and have Sidewalk  
11 enabled are not compensated by Amazon for the use of their bandwidth.

12 32. Additionally, Amazon does not clearly disclose that even if a customer initially  
13 opts out of the Sidewalk network, if they obtain a new Sidewalk-enabled device, Sidewalk will  
14 automatically be re-enabled, and they will need to opt-out again.

15 33. The cost to Amazon to implement an independent Sidewalk network that did not  
16 utilize customer-owned devices would be enormous and may not even be possible.

### 17 CLASS ACTION ALLEGATIONS

18 34. This action is brought, and may properly proceed, as a class action pursuant to  
19 Rules 23(a) and 23(b)(2) and (b)(3) of the Federal Rules of Civil Procedure.

20 35. Plaintiffs bring this action on behalf of a Nationwide Class, defined as follows:

21 **All persons in the United States who bought or acquired and use an**  
22 **Amazon Sidewalk Device.**

23 36. Excluded from the Class are Amazon, its affiliates, employees, officers, and  
24 directors; persons or entities that purchased Echo or Ring devices for resale; and the Judge(s)  
25 assigned to this case. Plaintiffs reserve the right to modify, change, or expand the class

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27 <sup>12</sup> Fowler, *supra*, note 1.

1 definition if discovery and/or further investigation reveal that they should be expanded or  
2 otherwise modified.

3 37. **Numerosity:** The Class is so numerous that joinder of all members is  
4 impracticable. While the exact number and identities of individual members of the Class is  
5 unknown at this time, such information being in the sole possession of Amazon and obtainable  
6 by Plaintiffs only through the discovery process, Plaintiffs believe, and on that basis allege, that  
7 at least tens of millions of Sidewalk Devices have been sold nationwide, with more than 100  
8 million Echo devices sold.<sup>13</sup>

9 38. **Predominance:** Common questions of law and fact exist as to all members of  
10 the Class. These common questions predominate over the questions affecting individual Class  
11 Members, and they include, but are not limited to, the following:

- 12 a) Whether Amazon engaged in the conduct alleged herein;
- 13 b) Whether Amazon automatically activated Sidewalk on Sidewalk Devices  
14 without explicit consumer consent;
- 15 c) Whether Amazon sought permission from consumers to activate Sidewalk  
16 on their Sidewalk Devices;
- 17 d) Whether Amazon provided adequate notice to consumers to activate  
18 Sidewalk on their Sidewalk Devices.
- 19 e) Whether the Sidewalk Devices access and uses consumers' personal Internet  
20 bandwidth;
- 21 f) Whether Amazon is compensating consumers for the use of their personal  
22 Internet bandwidth;
- 23

24 <sup>13</sup> Avery Harmans, *Amazon Has Finally Revealed How Many Alexa Devices Have Been Sold*,  
25 BUSINESS INSIDER, (Jan. 14, 2019, 3:42 PM), <https://www.businessinsider.com/amazon-reveals-alexa-sales-2019-1>;  
26 see also Abrar Al-Heeti, *Amazon has sold more than 100 million Alexa Devices: Holiday sales of the Echo Dot also exceeded Amazon's expectations*, (Jan 4,  
27 2019, 3:51 PM), <https://www.cnet.com/home/smart-home/amazon-has-sold-more-than-100-million-alexa-devices/>.



- 1 g) Whether Amazon received permission from Internet service providers to  
2 access and use personal Internet bandwidth;
- 3 h) Whether Amazon's Sidewalk exposes consumers' personal data to a  
4 heightened security risk;
- 5 i) Whether Amazon's conduct alleged herein violates consumer protection  
6 statutes and other laws as asserted herein;
- 7 j) Whether Amazon engaged in unfair or deceptive business practices as  
8 asserted herein;
- 9 k) Whether Plaintiffs and Class Members suffered an ascertainable loss as a  
10 result of Amazon's use of their personal Internet bandwidth;
- 11 l) Whether Plaintiffs and Class Members are entitled to damages as a result of  
12 Amazon's conduct alleged herein, and if so, the amount or proper measure  
13 of those damages; and
- 14 m) Whether Plaintiffs and Class Members are entitled to equitable relief,  
15 including but not limited to injunctive relief, including public injunctive  
16 relief as provided for pursuant to Washington law.

17 39. **Typicality:** Plaintiffs' claims are typical of the claims of the Class, as Plaintiffs  
18 purchased or acquired a Sidewalk Device for which Amazon automatically engaged its  
19 Sidewalk technology, as did each member of the Class. Plaintiffs and Class Members were  
20 injured in the same manner by Amazon's uniform course of conduct alleged herein. Plaintiffs  
21 and Class Members have the same claims against Amazon relating to the conduct alleged  
22 herein, and the same events giving rise to Plaintiffs' claims for relief give rise to the claims of  
23 all Class Members. Plaintiffs and Class Members sustained monetary and economic injuries,  
24 including, but not limited to, ascertainable losses arising out of Amazon's wrongful conduct in  
25 taking Plaintiffs' and Class Members' personal Internet bandwidth for its own use without  
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1 compensation and without prior consent. Plaintiffs are advancing the same claims and legal  
2 theories on behalf of themselves and all absent Class Members.

3 40. **Adequacy**: Plaintiffs are adequate representatives of the Class because their  
4 interests do not conflict with the interests of the Class they seek to represent. Plaintiffs have  
5 retained counsel competent and highly experienced in complex class action litigation—  
6 including consumer protection class action cases—and they intend to prosecute this action  
7 vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the  
8 Class.

9 41. **Superiority**: A class action is superior to all other available means of fair and  
10 efficient adjudication of Plaintiffs and Class members' claims. The injury that each individual  
11 Class member has suffered is relatively small compared to the burden and expense of  
12 individual prosecution of the complex and extensive litigation that Amazon's conduct  
13 necessitates. It would be virtually impossible for members of the Class to redress, individually  
14 and effectively, the wrongs Amazon has done to them. Even if Class members could afford  
15 such individual litigation, the court system could not. Individualized litigation presents a  
16 potential for inconsistent or contradictory judgments. Individualized litigation increases the  
17 delay and expense to all parties, and to the court system, given the complex legal and factual  
18 issues of the case. By contrast, a class action presents far fewer management difficulties and  
19 provides the benefits of single adjudication, an economy of scale, and comprehensive  
20 supervision by a single court. Upon information and belief, Class Members can be readily  
21 ascertained and notified.

22 42. Amazon has acted, and refuses to act, on grounds generally applicable to the  
23 Class, thereby making final equitable and injunctive relief appropriate with respect to the Class  
24 as a whole.

1 **WASHINGTON LAW APPLIES TO THE ENTIRE CLASS**

2 43. Washington’s substantive laws apply to every member of the Class, regardless  
3 of where in the United States the putative Class Member resides.

4 44. Amazon’s Conditions of Use state, “By using any Amazon Service, you agree  
5 that applicable federal law, and the laws of the state of Washington, without regard to  
6 principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort  
7 that might arise between you and Amazon.”<sup>14</sup> These Conditions further state that “[a]ny dispute  
8 or claim relating in any way to your use of any Amazon Service will be adjudicated in the state  
9 or Federal courts in King County, Washington, and you consent to exclusive jurisdiction and  
10 venue in these courts.”<sup>15</sup>

11 45. By choosing Washington law for the resolution of disputes, Defendants concede  
12 that it is appropriate for the Court to apply Washington law to this action.

13 **CLAIMS FOR RELIEF**

14 **COUNT I**

15 **Violation of the Washington Consumer Protection Act, RCW §§ 19.86.101, et seq.**

16 **(On Behalf of Plaintiffs and the Class)**

17 46. Plaintiffs hereby reallege and incorporate by reference all previous paragraphs  
18 of this complaint as though fully set forth herein.

19 47. Defendants are “persons” within the meaning of the Washington Consumer  
20 Protection Act (“WCPA”), RCW 19.86.010(1), and they conduct “trade” and “commerce”  
21 within the meaning of RCW 19.86.010(2). Plaintiffs and other members of the Class are  
22 “persons” within the meaning of RCW 19.86.010(1).

23  
24  
25 <sup>14</sup> *Conditions of Use*, AMAZON.COM SERVICES,  
26 <https://www.amazon.com/gp/help/customer/display.html/?nodeId=508088> (last visited June 16,  
2021).

27 <sup>15</sup> *Id.*

1           48.     The WCPA protects both consumers and competitors by promoting fair  
2 competition in commercial markets for goods and services.

3           49.     To achieve that goal, the WCPA prohibits any person from using “unfair  
4 methods of competition or unfair or deceptive acts or practices in the conduct of any trade or  
5 commerce . . . .” RCW § 19.86.020.

6           50.     Plaintiffs and Class Members are current owners and users of Sidewalk Devices.

7           51.     Defendants falsely claim that consumers are donating their Internet bandwidth  
8 for the Sidewalk network. In fact, Defendants enabled the Sidewalk Devices to share  
9 consumers’ Internet bandwidth without prior consent, without adequate notice, and without  
10 compensation.

11          52.     Defendants’ conduct is deceptive. Amazon affirmatively misrepresents that its  
12 consumers are voluntarily sharing and donating their Internet bandwidth, constituting deceptive  
13 acts and practices. Amazon also states that it offers Sidewalk at “no charge to customers” but  
14 fails to disclose that while it may not charge its customers, Internet service providers charge  
15 fees when their customers exceed their bandwidth. Amazon fails to disclose that its use of  
16 customer bandwidth may result in such overcharge fees.

17          53.     Defendants’ conduct is unfair. Defendants’ failure to obtain consent to share  
18 Internet bandwidth, failure to provide adequate notice of sharing Internet bandwidth, and/or  
19 failure to compensate consumers for that bandwidth constitute unfair acts that offend public  
20 policy.

21          54.     Defendants’ deceptive and unfair acts and practices occurred in its trade or  
22 business and have proximately caused injury to Plaintiffs and Class Members. Defendants’  
23 general course of conduct is injurious to the public interest. Defendants’ acts are ongoing,  
24 meaning that the harmful effects of Defendants’ acts and/or omissions are repeated,  
25 widespread, and expected to last for years into the future.

1 55. By their acts and/or omissions as alleged herein, Defendants are forcing  
2 Plaintiffs to institute this action.

3 56. As a direct, proximate, and legal result of Defendants' deceptive and unfair acts  
4 and practices, Plaintiffs and Class Members have been, and continue to be, damaged in an  
5 amount in excess of the jurisdictional limits of this Court, including but not limited to the value  
6 of their personal Internet bandwidth, time spent learning about the Sidewalk network, time  
7 spent disabling the Sidewalk function on Sidewalk Devices, costs of Internet data use overages  
8 charged by Internet service providers, and other fees, expenses, and costs to be proven at trial.

9 57. Plaintiffs have also sustained other economic losses as a direct, proximate, and  
10 legal result of Defendants' conduct, in an amount to be proven at trial.

11 58. Accordingly, Plaintiffs, on behalf of themselves and Class Members, seek to  
12 enjoin further violation of the WCPA and to recover actual and treble damages (where  
13 applicable), together with the costs of bringing this suit, including reasonable attorney fees.

14 **COUNT II**

15 **Claim For Theft of Telecommunication Services Pursuant to RCW § 9A.56.268**

16 **(On Behalf of Plaintiffs and the Class)**

17 59. Plaintiffs hereby reallege and incorporate by reference all previous paragraphs  
18 of this complaint as though fully set forth herein.

19 60. Plaintiffs and Class Members use Sidewalk Devices for household and other  
20 personal uses.

21 61. When Plaintiffs and Class Members use their Sidewalk Devices, Defendants  
22 take and use a portion of Plaintiffs' and Class Members' personal Internet bandwidth to create  
23 Amazon's Sidewalk network.

24 62. Plaintiffs' and Class Members' Internet bandwidth constitutes  
25 "telecommunications services" within the meaning of RCW §§ 80.04.010, 9.26A.100, and  
26  
27

1 9A.56.268. Specifically, “telecommunications” means “the transmission of information by  
2 wire, radio, optical cable, electromagnetic, or other similar means.”<sup>16</sup>

3 63. Defendants did not obtain prior consent or permission from Plaintiffs and Class  
4 Members for Amazon’s taking and use of the personal Internet bandwidth.

5 64. Based on information and belief, Defendants knowingly failed to enter into a  
6 prior agreement to pay for the telecommunication services taken and used for the Sidewalk  
7 network with the intent to avoid payment for those services in violation of RCW § 9A.56.262.

8 65. As a direct, proximate, and legal result of Defendants’ theft of  
9 telecommunication services, Plaintiffs and Class Members have been, and continue to be,  
10 damaged in an amount in excess of the jurisdictional limits of this Court, including but not  
11 limited to the value of their personal Internet bandwidth, time spent learning about the  
12 Sidewalk network, time spent disabling the Sidewalk function on Sidewalk Devices, costs of  
13 Internet data use overages charged by Internet service providers, and other fees, expenses, and  
14 costs to be proven at trial.

15 66. Plaintiffs, individually and on behalf of the Class Members, seek the following:  
16 (1) an injunction requiring that Defendants cease taking and using Plaintiffs’ and Class  
17 Members’ personal Internet bandwidth without prior consent, reasonable notice, and/or  
18 compensation; (2) actual damages; (3) costs of suit, including reasonable investigative and  
19 attorney fees and costs; and (4) civil penalties up to \$25,000 for each violation of RCW  
20 § 9A.56.262 as permitted by RCW § 9A.56.268.

21 ///

22 ///

23 ///

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27 <sup>16</sup> RCW § 80.04.010; *see also* RCW §§ 9.26A.100, 9A.56.268

**COUNT III**

**Unjust Enrichment**

**(On Behalf of Plaintiffs and the Class)**

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2  
3  
4 67. Plaintiffs hereby reallege and incorporate by reference all previous paragraphs  
5 of this complaint as though fully set forth herein.

6 68. Defendants receive a benefit from the use of customer Sidewalk Devices and  
7 internet bandwidth that is not contemplated in the sale contract between Amazon, on the one  
8 hand, and Plaintiffs and Class Members, on the other, for such devices.

9 69. Specifically, for example, Defendants are able to market and provide additional  
10 features of its Sidewalk Devices products that can only be provided through Sidewalk or a  
11 similar network.

12 70. By utilizing customer bandwidth instead of implementing an independent  
13 network, Defendants have also avoided substantial costs associated with building and  
14 maintaining an alternative, independent network that would be required to provide the same  
15 functionality. Likewise, they have stolen and repurposed valuable bandwidth from consumers.

16 71. Defendants have acknowledged the value of the consumer bandwidth rerouted  
17 and redistributed through its Sidewalk Devices, and the value of the use of the devices for this  
18 purpose cannot be disputed.

19 72. Under these circumstances, it would be inequitable to allow Defendants to retain  
20 the benefit of the use of consumer devices and bandwidth without payment for their value to  
21 Plaintiffs and Class members.

22  
23 **PRAYER FOR RELIEF**

24 Plaintiffs, on behalf of themselves and the Class Members, respectfully request the  
25 following and pray for judgment as follows:  
26  
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1. Certification of this case as a class action on behalf of Plaintiffs and the Class as defined above, appointment of Plaintiffs as representatives of the Class, and appointment of the undersigned attorneys as Lead Class Counsel;
2. For appropriate declaratory relief;
3. For appropriate injunctive relief;
4. For general compensatory damages, according to proof;
5. For special and consequential damages;
6. For civil penalties, according to law;
7. For prejudgment and post-judgment interest, as allowed by law;
8. For attorney fees, witness fees, and costs of litigation Plaintiffs incur, according to proof;
9. For punitive and exemplary damages, where applicable, according to proof to be determined at trial;
10. For costs of suit herein; and
11. For such other and further relief as the Court may deem proper and just.

### DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all issues so triable.

DATED this 8th day of July, 2021.

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**Attorneys for Plaintiffs**

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Amazon Needed Consumers' Consent Before Connecting Sidewalk Network, Class Action Claims](#)

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