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SUPERIOR COURT OF THE STATE OF WASHINGTON  
KING COUNTY

AMAZON.COM, INC., a Delaware corporation; AMAZON.COM SERVICES LLC, a Delaware limited liability company; INTERNATIONAL ASSOCIATION OF BETTER BUSINESS BUREAUS, INC., a Delaware exempt corporation; and BETTER BUSINESS BUREAU GREAT WEST & PACIFIC INC., an Idaho non-profit corporation,

Plaintiffs,

v.

DOES 1-5, d/b/a ReviewServiceUSA.com,

Defendants.

No.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

**COMPLAINT**

Plaintiffs Amazon.com, Inc. and Amazon.com Services LLC (collectively, “Amazon”) and International Association of Better Business Bureaus, Inc. (“IABBB”) and Better Business Bureau Great West & Pacific Inc. (collectively with IABBB, “BBB,” and with Amazon, “Plaintiffs”) bring this action against defendants Does 1-5 (collectively, “Defendants”), who were responsible for the website ReviewServiceUSA.com (“Review Service USA” or “Website”), for injunctive relief and damages as follows:

**I. SUMMARY**

1. Every day, millions of customers who shop in Amazon’s stores use product reviews to assist with purchasing decisions. Product reviews describe the product’s quality,

1 function, or usefulness, among other things. Customer trust in Amazon’s stores depends, in part,  
2 on the authenticity of those reviews. Bad actors who pay for product reviews erode that customer  
3 trust, seek to gain an advantage over the millions of entrepreneurs who sell in Amazon’s stores,  
4 and tarnish Amazon’s brand.

5         2. Amazon devotes extensive efforts to combat product reviews that are false,  
6 inauthentic, or incentivized (“fake reviews”). Incentivized reviews that are not identified as such  
7 are inherently false and misleading because they are motivated by compensation, withhold that  
8 key information from customers, and therefore are likely to mislead customers into believing  
9 they are from unbiased and independent customers.

10         3. Since its founding in 1912, the BBB has empowered consumers to make smarter  
11 buying decisions by setting standards for ethical business behavior and helping consumers  
12 identify trustworthy businesses. The BBB’s vision is an ethical marketplace where buyers and  
13 sellers trust each other. The BBB strives to advance marketplace trust by educating consumers  
14 and businesses, calling out and addressing substandard marketplace behavior, and creating a  
15 community of trustworthy businesses and charities.

16         4. To support the BBB’s mission, the BBB maintains a searchable database of  
17 business profiles on more than 5.4 million companies and organizations at [www.bbb.org](http://www.bbb.org) (the  
18 “BBB Website”). Millions of consumers use the BBB Website to find businesses, brands, and  
19 charities they can trust, as well as lodge business complaints and report scams, among other  
20 services. Like Amazon, the BBB also allows consumers to write reviews. Through its business  
21 reviews service, the BBB encourages consumers to share with the BBB and the public their  
22 opinions—positive, negative, or neutral—about their experiences with companies.

23         5. Despite the efforts of both Amazon and the BBB, fake reviews persist because  
24 schemes allowing bad actors to pay for five-star reviews are organized and orchestrated largely  
25 on third-party websites such as Review Service USA, or in dedicated groups on social media  
26 sites, as opposed to within Amazon’s stores or on the BBB Website where the fake reviews are  
27 ultimately posted.

1           6.       Plaintiffs are bringing this action against the owners and operators of Review  
2 Service USA, which sold fake reviews to bad actors for publication on Amazon product listing  
3 pages or on BBB business profile pages, in order to recover damages from Defendants, disgorge  
4 Defendants' illicit profits, stop any of Defendants' continuing illicit services, and prevent  
5 Defendants from engaging in illicit conduct in the future.

6           7.       Through their Website, Defendants offered fake review services that targeted both  
7 Amazon and the BBB, among other companies and organizations.

8           **Services Targeting Amazon**

9           8.       Defendants offered a service called "Buy Amazon Reviews." In exchange for a  
10 fee, Defendants or their agents used customer accounts that they control to post fake product  
11 reviews on the product listing pages of bad actors operating Amazon selling accounts.  
12 Defendants assured bad actors that they would post their fake reviews on bad actors' Amazon  
13 product listing pages using "Different ID[s]," "Different IP [addresses]," and "Different  
14 Devices," and would use customer accounts that contain "Full Completed Profiles" and "Mostly  
15 Country Profile's Bio and Photo." These statements reflected Defendants' efforts to create the  
16 false appearance of authentic purchases and reviews in Amazon's systems in an attempt to evade  
17 enforcement and removal of the reviews by Amazon.



## Buy Amazon Reviews

★★★★★ (1 customer review)

\$50.00 – \$250.00 + Instant Delivery

Please Read features:

1. Our Team Assure 100% Satisfaction
2. Our Team Have 100% Steady and Secured Account
3. There Are No Bots, Software/Programs used.
4. Their Delivery Time is in 24 Hours 1 Reviews
5. Our Team Carry Out Excellent Work
6. Our Team Have Manual Order Processing and Excellent
7. Our Team Award Addition Free Gifts.
8. Full Completed Profiles
9. Manual Add Reviews and Non Drop
10. Mostly Country Profile's Bio and Photo
11. No Need Any Admin Access Or Password
12. Unlimited split available 10 , 50, 100, 500, 1000, 5000,
13. Instant Work Start
14. Money Back Guarantee
15. Works procedure 100% Right way
16. Fast & professional service
17. Reviews Replacement Guarantee
18. All reviews will be post manually
19. Genuine and life time permanent reviews

Reviews are posted from

\* Different ID, \* Different IP, \* Different Devices

Contact: Reviewserviceusateam@gmail.com

Buy Amazon Reviews

Choose an option

9. Defendants claimed to be “Worldwide Service Providers.” On information and belief, Defendants posted fake product reviews in the U.S. Amazon.com store (the “Amazon Store”), as well as in Amazon’s international stores. Defendants advertised packages of fake product reviews ranging from \$50 (USD) for 1 fake review, up to \$250 (USD) for 5 fake reviews.

10. Defendants advertised the sale of “Verified Amazon Reviews,”<sup>1</sup> and claimed that their fake product reviews would be “Manual” and “Non Drop.” On information and belief, “Manual” refers to Defendants’ use of human agents operating customer accounts to leave the fake reviews rather than bots, while “Non Drop” is meant to convey that Defendants’ fake reviews were less likely to be detected and “dropped”—or removed—by Amazon. Defendants similarly assured bad actors that “There [were] No Bots, Software/Programs used” in posting their fake reviews.

<sup>1</sup> Amazon marks a review as an “Amazon Verified Purchase” when the product has been purchased through an Amazon customer account, and the review of the product is made through that same account. See <https://www.amazon.com/gp/help/customer/display.html?nodeId=G75XTB7MBMBTXP6W> (accessed July 18, 2024).

1           11. Defendants promised bad actors that their fake product reviews come with a  
2 “Review Replacement Guarantee.” In other words, if Amazon detected and removed one of  
3 Defendants’ fake reviews from a bad actor’s product listing page, Defendants promised to  
4 “replace” the removed review with a new fake review. Defendants similarly claimed to provide  
5 “life time permanent reviews.”

6           12. In addition to their sale of fake product reviews targeting Amazon’s stores,  
7 Defendants offered another deceptive service targeting Amazon called “Buy Amazon Seller  
8 Accounts.” In exchange for a fee ranging from \$280 (USD) to \$500 (USD), Defendants sold  
9 “100% Verified [Selling] Accounts” that purportedly came “With All Documents” necessary for  
10 verification and operation in Amazon’s stores. Defendants further claimed that their fraudulent  
11 selling accounts were “Card Verified” and “Bank Verified,” and came with an “Email [address]  
12 and password,” “Verified Phone [Number],” “Date of Birth,” “Last 4 digits of USA, UK, CA  
13 SSN [Social Security Number],” and “Driving License And Passport.” On information and  
14 belief, Defendants were using fraudulent information to open new selling accounts on bad actors’  
15 behalf, and were also transferring existing selling accounts to bad actors while attempting to hide  
16 the existence of the transfer and the bad actors’ true identities from Amazon. As with their sale  
17 of fake product reviews, Defendants advertised that they were a “Worldwide Service Provider.”  
18 On information and belief, Defendants targeted their sale of fraudulent selling accounts to bad  
19 actors selling in the Amazon Store, as well as in Amazon’s international stores.

**Buy Amazon Seller Accounts**

\$280.00 – \$500.00 + Instant Delivery

Our service gives-

1. Email and password
2. Verified Phone: US, UK, CA Phone Verify
3. Verified by VCC (Card Verified)
4. Verified by: (Bank Verified)
5. Date of Birth used
6. Last 4 digits of USA, UK, CA SSN
7. Driving License And Passport
8. Name, address, City, Social Security Number & further all the details.
9. Send and receive money without limits
10. 7 Days Replacement

Contact 24/7:

- Telegram: @ReviewServiceUSA
- WhatsApp: +1 (479) 3105525
- Contact: [Reviewserviceusateam@gmail.com](mailto:Reviewserviceusateam@gmail.com)

Buy Amazon Seller Accounts

Choose an option

13. Similar to their advertisement of fake product reviews, Defendants promised that their fraudulent Amazon selling accounts came with a “7 Days Replacement.” In other words, if Amazon detected and shut down one of Defendants’ fraudulent selling accounts, Defendants promised bad actors that they would “replace” the terminated account with a new fraudulent selling account within a week.

14. Defendants’ sale of fraudulent selling accounts harmed Amazon and its customers when a seller who would not have been allowed to sell in Amazon’s stores because of a policy violation or poor customer service remained active because that seller fraudulently obtained a selling account.

15. Defendants knew and intended that their business of selling fake product reviews and fraudulent selling accounts would improperly manipulate the published ratings and rankings of products listed for sale in Amazon’s stores and would cause the provision of false information to Amazon, resulting in the deception of Amazon’s customers and the erosion of customer trust in Amazon’s stores. For example, on their Website, Defendants explained that “a high average rating and a large number of reviews can help improve a product’s ranking in Amazon, making it more visible to potential customers.” In Defendants’ advertisement for their fake product review service, the Website displayed an image of a hand placing the fifth star on a five-star review.

1 Defendants' explicit sale of fake five-star reviews (the highest rating available for products in  
2 Amazon's stores) reflected their intent to manipulate the ratings and rankings of bad actors'  
3 product listings. Similarly, Defendants knew that their sale of fraudulent selling accounts would  
4 deceive Amazon and its customers, as reflected in their promises that the accounts will be  
5 verified using fake identification and other false information.

6 16. Defendants also knew that Amazon has contractual prohibitions and policies that  
7 prohibit fake product reviews, the transfer of Amazon selling accounts without Amazon's  
8 knowledge, and the provision of false account information to Amazon. Defendants therefore  
9 understood that they were incentivizing reviewers and bad actors operating Amazon selling  
10 accounts to violate their contracts with Amazon. Defendants' knowledge is reflected in their  
11 references to Amazon's policies, and their attempts to evade Amazon's enforcement and  
12 detection of their illicit activities. For example, Defendants acknowledged that "Amazon has  
13 policies in place to maintain the integrity of its reviews. This includes preventing fake or biased  
14 reviews, as well as ensuring that reviews are honest and trustworthy. Businesses are prohibited  
15 from incentivizing or manipulating reviews, and reviews that violate Amazon's policies may be  
16 removed." At the same time, Defendants structured their services in a manner designed to evade  
17 Amazon's detection of their fake reviews, as reflected in their assurances that their fake  
18 "[r]eviews are posted from" "Different ID[s]," "Different IP [addresses]," and "Different  
19 Devices." Similarly, Defendants' promise that their sale of fraudulent selling accounts came with  
20 a "7 Days Replacement" reflected their knowledge that Amazon would shut down the selling  
21 accounts if Defendants' illicit activities were discovered.

22 17. Defendants are fully aware they were facilitating services that are unfair to  
23 Amazon's selling partners, to customers, and to Amazon itself.

#### 24 **Services Targeting the BBB**

25 18. Defendants offered a fake business review service targeting the BBB titled "Buy  
26 BBB Reviews." In exchange for a fee, Defendants or their agents falsely held themselves out as  
27 consumers and posted their fake business reviews on the BBB business profiles of bad actors

1 who have purchased the fake reviews from Defendants. Defendants' advertisement for their fake  
2 business reviews was nearly identical to their advertisement for fake product reviews: they  
3 assured bad actors that they would post fake reviews on business profile pages on the BBB  
4 Website using "Different ID[s]," "Different IP [addresses]," and "Different Devices"; they  
5 claimed that all of their fake "reviews [would] be posted manually" and that "No Bots,  
6 Software/Programs" would be used; and they promised that their fake business reviews came  
7 with a "Reviews Replacement Guarantee."



### Buy BBB Reviews

\$60.00 – \$200.00 + Instant Delivery

Please Read features:

1. Our Team Assure 100% Satisfaction
2. Our Team Have 100% Steady and Secured Account
3. There Are No Bots, Software/Programs used.
4. Their Delivery Time is in 24 Hours 1 Reviews
5. Our Team Carry Out Excellent Work
6. Our Team Have Manual Order Processing and Excellent
7. Our Team Award Addition Free Gifts.
8. Full Completed Profiles
9. Manual Add Reviews and Non Drop
10. Mostly Country Profile's Bio and Photo
11. No Need Any Admin Access Or Password
12. Unlimited split available 10 , 50, 100, 500, 1000, 5000,
13. Instant Work Start
14. Money Back Guarantee
15. Works procedure 100% Right way
16. Fast & professional service
17. Reviews Replacement Guarantee
18. All reviews will be post manually
19. Genuine and life time permanent reviews

Reviews are posted from

\* Different ID, \* Different IP, \* Different Devices

Contact: Reviewserviceusateam@gmail.com

Buy BBB Reviews

Choose an option

19. Defendants sold packages of fake business reviews at prices ranging from \$60  
25 (USD) for 3 fake reviews, to \$200 (USD) for 10 fake reviews. As with their fake product  
26 reviews, Defendants promoted themselves as "Worldwide Service Providers." On information  
27 and belief, Defendants posted fake reviews on business profile pages on the BBB Website for



1 businesses that are located in the U.S. or outside the country. As with their advertisement for  
2 fake product reviews, Defendants promised that their fake business reviews would be “Non  
3 Drop” and “life time permanent reviews,” which was meant to assure bad actors that the fake  
4 reviews would not be detected and removed by the BBB.

5 20. Defendants knew and intended that their service of selling fake business reviews  
6 would improperly manipulate the business profile pages on the BBB Website, resulting in  
7 deception of consumers who rely on the BBB Website as a source of authentic customer  
8 feedback. Indeed, Defendants acknowledged that the “benefits of BBB reviews” include  
9 “Consumer Trust” and that “[a] positive BBB rating and customer reviews can increase  
10 consumer trust in a business, leading to increased customer loyalty and sales.” Similarly, in  
11 Defendants’ advertisement for their fake business review service, the Website displayed an  
12 image of a five-star rating. Defendants’ explicit sale of fake five-star reviews (the highest rating  
13 available for a review on a BBB business profile page) reflected their intent to manipulate the  
14 star ratings displayed on bad actors’ business profile pages.

15 21. Defendants also knew that the BBB has prohibitions and policies against fake  
16 business reviews, and therefore understood that they were incentivizing bad actors to violate the  
17 BBB’s policies. Defendants’ knowledge was reflected in their references to the BBB’s policies  
18 and the fact that they structured their services in a manner designed to evade detection and  
19 enforcement by the BBB. For example, Defendants acknowledged that “[t]he philosophy of BBB  
20 reviews is to promote ethical business practices and increase consumer trust in businesses” and  
21 that “BBB reviews are meant to provide an unbiased and honest assessment of a business’s  
22 reputation and customer experience.” Defendants’ assurance to bad actors that “reviews will be  
23 post[ed] manually” and that Defendants would use “Different Devices” and “Different IP  
24 [addresses]” to post the fake business reviews reflected Defendants’ efforts to evade detection  
25 and removal of their fake reviews by the BBB.



1 knowingly committed or facilitated the commission of tortious acts in and directed to  
2 Washington and have wrongfully caused the BBB substantial injury in Washington.

3 28. Personal jurisdiction is also proper in this Court because Defendants consented to  
4 exclusive jurisdiction in the state and federal courts of King County, Washington, when they (or  
5 their agents) agreed to Amazon's Conditions of Use in order to create customer accounts, and  
6 again each time they logged into or made purchases with those accounts or posted content in the  
7 Amazon Store, among other activities. Amazon's Conditions of Use contain a Washington forum  
8 selection clause that states: "Any dispute or claim relating in any way to your use of any Amazon  
9 Service will be adjudicated in the state or Federal courts in King County, Washington, and you  
10 consent to exclusive jurisdiction and venue in these courts."<sup>2</sup>

11 29. Amazon's Conditions of Use contain a Washington choice-of-law provision as to  
12 claims involving the Amazon Store. The BBB's Terms of Use contain a Virginia choice-of-law  
13 provision as to claims involving the BBB Website (although it does not have an exclusive venue  
14 provision).<sup>3</sup> Therefore, Amazon is bringing its claims in this action under Washington law, and  
15 the BBB is bringing its claims in this action under Virginia law.

16 30. Venue is proper in this Court pursuant to RCW §§ 4.12.010-.025 in that a  
17 substantial part of the events or omissions giving rise to Amazon's claims pled in this Complaint  
18 occurred in King County, Defendants caused damage to Amazon's personal property in King  
19 County, and Amazon's causes of action arose in King County. Venue is also proper because  
20 Defendants consented to exclusive venue in King County, Washington, when they (or their  
21 agents) agreed to Amazon's Conditions of Use, in order to create customer accounts and post  
22 content in the Amazon Store, among other activities.

23 31. Venue is also proper in this Court pursuant to RCW §§ 4.12.010-.025 in that a  
24 substantial part of the events or omissions giving rise to BBB's claims pled in this Complaint

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25 <sup>2</sup> "Conditions of Use,"  
26 <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM> (accessed July 18,  
2024).

27 <sup>3</sup> The BBB's Terms of Use do not specify an exclusive venue where claims relating to the Terms of Use must be  
brought. See <https://www.bbb.org/terms-of-use> (accessed July 18, 2024).

1 occurred in King County, Defendants caused damage to the BBB's reputation in King County,  
2 and BBB's causes of action arose in King County.

### 3 **III. THE PARTIES**

4 32. Amazon.com, Inc. is a Delaware corporation with its principal place of business  
5 in Seattle, Washington. Amazon.com Services LLC is a Delaware company with its principal  
6 place of business in Seattle, Washington. Amazon.com Services LLC owns and operates the  
7 Amazon Store, and Amazon's affiliates own and operate equivalent international stores and  
8 websites.

9 33. The International Association of Better Business Bureaus, Inc. is a Delaware  
10 exempt corporation that serves as the hub for the network of over 93 independently incorporated  
11 local Better Business Bureaus in the United States and Canada. Each local BBB is comprised of  
12 its own board of directors and chief executive officer and must meet standards that are set and  
13 monitored by the IABBB. Better Business Bureau Great West & Pacific Inc. is an Idaho non-  
14 profit organization that serves the states of Washington, Oregon, Alaska, Central Colorado,  
15 Hawaii, Idaho, Montana, and Western Wyoming.

16 34. Defendants sued as Does 1-5 owned, operated, or maintained Review Service  
17 USA, or were otherwise responsible for Review Service USA's operations. Plaintiffs are  
18 unaware of the true names and capacities of Defendants sued as Does 1-5, and therefore  
19 Plaintiffs sue these Defendants by such fictitious names. Plaintiffs will amend this Complaint to  
20 allege their true names and capacities when ascertained. Plaintiffs are informed and believe and  
21 therefore allege that each of the fictitiously named Defendants are responsible in some manner  
22 for the occurrences alleged in this Complaint and that Plaintiffs' injuries were proximately  
23 caused by said Defendants.

### 24 **IV. AMAZON'S PRODUCT REVIEW SYSTEM**

25 35. Amazon pioneered online product reviews over 25 years ago, and Amazon's  
26 stores are now home to billions of unique reviews. Reviews provide a forum for customers to  
27 share authentic opinions about products—positive or negative. As long as Amazon's customers

1 abide by Amazon’s Community Guidelines,<sup>4</sup> which prohibit illegal, obscene, infringing, and  
2 other abusive reviews, they may review and rate any product available in Amazon’s stores.  
3 Amazon does not remove reviews if they are critical of the product; Amazon believes all helpful  
4 information relevant to a product can inform its customers’ buying decisions. Honest and  
5 unbiased reviews allow customers to trust that they can shop with confidence in Amazon’s  
6 stores, and reviews also help fulfill Amazon’s mission to be Earth’s most customer-centric  
7 company. In short, Amazon takes the integrity and authenticity of its product reviews very  
8 seriously.

9         36. Amazon encourages its customers to review products available in its stores.  
10 Amazon displays these reviews on the detail pages for the products. Customers rely on these  
11 reviews to make informed purchasing decisions. Customers trust that these reviews will be  
12 honest, authentic, and unbiased.

13         37. Each product review is comprised of a “star rating” that ranges from one star to  
14 five stars and can also include textual comments and product images or video. Amazon compiles  
15 these product reviews, summarizes the compiled star ratings, and displays those results alongside  
16 the listed product for shoppers to see while they are shopping. An example of product reviews  
17 for the Amazon Echo follows:

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25  
26 <sup>4</sup> “Community Guidelines,”  
27 <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLHXEX85MENUE4XF> (accessed July 18,  
2024).

# All-new Echo (4th Gen) | With premium sound, smart home hub, and Alexa | Charcoal

Brand: Amazon

★★★★★ 37,955 ratings | 816 answered questions

Amazon's Choice for "alexa"

 Climate Pledge Friendly

List Price: \$99.99

Price: **\$79.99** ✓prime

or 5 monthly payments of \$16.00

You Save: **\$20.00 (20%)**

May be available at a lower price from [other sellers](#), potentially without free Prime shipping.

**In Stock.**



Sean M

★★★★★ **The sound quality is impressive**

Reviewed in the United States on February 25, 2021

Color: Charcoal | Configuration: Echo | **Verified Purchase**

While I wouldn't replace our home theater system with this, the sound quality is REALLY good. For us that was a side benefit. Our smart home controller had been down for some days (the company's viability is in question now) and through some research I learned that this level of Echo had some of the capability to fill that void. Win/win for us as we have at least one of the Alexa products in every room of the house.

Helpful

Report abuse



Reginald A. Tucker

★★★★★ **Great! Personal assistant**

Reviewed in the United States on February 24, 2021

Color: Charcoal | Configuration: Echo | **Verified Purchase**

I love it

Helpful

Report abuse



Korey mahanay

★★★★★ **Goooooooooooood sound**

Reviewed in the United States on February 24, 2021

Color: Twilight Blue | Configuration: Echo | **Verified Purchase**

Absoloutly amazing sound quality

Helpful

Report abuse

38. Product reviews can impact product sales in multiple ways. Most immediately, positive product reviews can encourage customers to purchase a product and negative reviews can discourage customers from purchasing a particular product. In addition, reviews can influence a product's sales ranking: Amazon records and publishes "rankings" of products sold in its stores, which are based on sales. Amazon uses product sales data to create its Best Seller

1 Rank, and also provides best seller lists for categories and subcategories of products. This  
2 information is updated hourly to reflect recent and historical sales of nearly every product sold.  
3 This information helps customers understand which products are popular and how their sales are  
4 trending, which may help influence shopping decisions. As such, positive reviews can indirectly  
5 increase a product's sales rank.

6 39. Additionally, where a customer decides to sort results of a search by average  
7 customer rating, the reviews and star ratings of a product directly impact the order in which that  
8 customer sees products, with the product containing the highest average star rating appearing at  
9 the top of the list.

10 **V. AMAZON'S BUYER AND SELLER POLICIES AGAINST FAKE PRODUCT**  
11 **REVIEWS, AND AMAZON'S PREVENTION EFFORTS**

12 40. Amazon strictly prohibits any attempt to manipulate product reviews and  
13 expressly prohibits compensated reviews.

14 41. In order to review a product or post other content in Amazon's stores, an  
15 individual must have an Amazon customer account. When signing up for an Amazon customer  
16 account, the user is notified on the "Create Account" screen that "[b]y creating an account you  
17 agree to Amazon's Conditions of Use," and is provided with a hyperlink to Amazon's  
18 Conditions of Use.<sup>5</sup> As a result, each person who reviews products has agreed to and is bound by  
19 Amazon's Conditions of Use.

20 42. By agreeing to the Conditions of Use, each reviewer enters into a contractual  
21 relationship with Amazon.

22 43. The Conditions of Use require that content posted in the Amazon Store is accurate  
23 and will not cause injury to any person or entity. The Conditions of Use further provide that, in  
24 posting content in the Amazon Store, users "may not use a false e-mail address, impersonate any  
25 person or entity, or otherwise mislead as to the origin of . . . content."<sup>6</sup>

26 \_\_\_\_\_  
<sup>5</sup> Conditions of Use.

27 <sup>6</sup> *Id.*

1 44. Furthermore, any person who uses Amazon’s “community features”—which  
2 include providing “[r]eviews (including star ratings)”—agrees to and is bound by Amazon’s  
3 Community Guidelines.<sup>7</sup>

4 45. Amazon’s Community Guidelines prohibit:

- 5 • Creating, editing, or posting content about the seller’s own products or  
6 services.
- 7 • Creating, modifying, or posting content in exchange for compensation of any kind  
8 or on behalf of anyone else.
- 9 • Offering compensation or requesting compensation in exchange for creating,  
10 modifying, or posting content.<sup>8</sup>

11 46. Separately, each seller who lists a product for sale in the Amazon Store has  
12 agreed to and is bound by the Amazon Services Business Solutions Agreement (“BSA”).<sup>9</sup>

13 47. By agreeing to the BSA, each seller enters into a contractual relationship with  
14 Amazon. The BSA incorporates Amazon’s Community Guidelines.

15 48. The BSA also incorporates Amazon’s Customer product reviews policies,<sup>10</sup> which  
16 expressly warn sellers that they may not offer a financial reward, discount, free products, or other  
17 compensation in exchange for a review, and may not offer to provide a refund or reimbursement  
18 after the buyer writes a review.

19 49. Amazon’s seller-facing website Seller Central provides additional guidelines to  
20 sellers:<sup>11</sup>

21 If you decide to ask a buyer to leave a review, you may not ask for a positive  
22 review or ask for reviews only from buyers who had a positive experience, nor  
23 may you ask customers to change or remove their review, or attempt to influence

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24 <sup>7</sup> Community Guidelines.

25 <sup>8</sup> *Id.*

26 <sup>9</sup> “Business Solutions Agreement,” [https://sellercentral.amazon.com/gp/help/external/G1791?language=en\\_US](https://sellercentral.amazon.com/gp/help/external/G1791?language=en_US)  
(accessed July 18, 2024).

27 <sup>10</sup> “Customer product reviews policies,”  
[https://sellercentral.amazon.com/gp/help/external/GYRKB5RU3FS5TURN?language=en\\_US](https://sellercentral.amazon.com/gp/help/external/GYRKB5RU3FS5TURN?language=en_US) (accessed July 18,  
2024).

<sup>11</sup> “Answers to Questions About Product Reviews,”  
[https://sellercentral.amazon.com/gp/help/external/G201972160?language=en\\_US](https://sellercentral.amazon.com/gp/help/external/G201972160?language=en_US) (accessed July 18, 2024).



1 the review. For example, you may not offer any compensation for a review,  
2 including money or gift cards, free or discounted products, refunds or  
reimbursements, or any other future benefits.

3 *Can I offer a voucher or a free gift?*

4 We do not permit reviews or votes on the helpfulness of reviews that are posted in  
5 exchange for compensation of any kind, including any of the following:

- 6 • Payment (including money or gift cards)
- 7 • Refund or reimbursement, including through non-Amazon payment methods
- 8 • Free product
- 9 • Entry to a prize drawing or competition
- 10 • Discounts on future purchases
- 11 • Other gifts

12 50. Amazon’s Seller Code of Conduct, which is also incorporated into the BSA,  
13 makes clear that sellers “may not attempt to influence or inflate customers’ ratings, feedback,  
14 and reviews.”<sup>12</sup> Among the conduct the Seller Code of Conduct prohibits is “[p]ay[ing] for or  
15 offer[ing] an incentive (such as coupons or free products) in exchange for providing or removing  
16 feedback or reviews” and “[r]eview[ing] your own products or a competitors’ products.”<sup>13</sup>

17 51. Thus, the contracts that govern sellers’ and customers’ access to the Amazon  
18 Store prohibit creating, posting, offering, or soliciting fake product reviews.

19 52. Unfortunately, at times, bad actors try to gain unfair advantages for their products  
20 in Amazon’s stores by paying for false, misleading, and inauthentic product reviews. Fake  
21 reviews can significantly undermine the trust that customers, sellers, and manufacturers place in  
22 Amazon, which in turn tarnishes Amazon’s brand.

23 53. Amazon takes the integrity of its product reviews extremely seriously. Amazon’s  
24 goal is to detect and remove fake reviews before a customer ever sees them, and thus Amazon  
25 invests significant financial and personnel resources to protect its stores from abuse. As part of  
26 its efforts to ensure the authenticity of reviews, Amazon has developed sophisticated solutions to  
27 detect and remove such reviews from its stores. Amazon analyzes reviews that are submitted and

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12 “Seller Code of Conduct,” [https://sellercentral.amazon.com/gp/help/external/G1801?language=en\\_US](https://sellercentral.amazon.com/gp/help/external/G1801?language=en_US) (accessed July 18, 2024).

13 *Id.*

1 continues to scour its stores for published fake reviews, stops and/or removes fake reviews when  
2 it finds them, and takes enforcement actions against bad actors who post and/or purchase fake  
3 reviews. Among other enforcement actions, Amazon prevents certain customer accounts that  
4 have engaged in fake reviews from contributing reviews in the future.

5 54. Customers can report a product review as a violation of Amazon’s policies by  
6 clicking the “Report” button, which is next to the “Helpful” button at the bottom of each product  
7 review. When a customer clicks “Report,” a new “Submit a report” window pops up and states:  
8 “A few common reasons customers report reviews: . . . Given in exchange for cash, discounts[.]  
9 When we get your report, we’ll check if the review meets our community guidelines. If it  
10 doesn’t, we’ll remove it.” When a customer reports abuse, Amazon will investigate the review  
11 and, depending on its investigation, may delete the review from the product listing page and take  
12 other action. Using a desktop platform, customers can also report fake reviews to Amazon by  
13 selecting the “Report incorrect product information” button on each product listing page in  
14 Amazon’s stores. When a customer clicks the “Report incorrect product information” button, a  
15 drop down menu provides the customer the option to report that a product is illegal, unsafe, or  
16 suspicious, with sub-dropdowns that include “Reviews/Questions and Answers contain illegal  
17 content,” and “Product review is fake or illegal,” among other options. Reviews submitted  
18 through this button will be investigated and actioned appropriately.

19 55. Amazon is constantly innovating to improve its ability to identify and remove  
20 fake product reviews, but when that abuse takes place away from Amazon’s stores, bad actors  
21 are emboldened to act in direct contravention of Amazon’s policies and the law.

22 **VI. AMAZON’S CONTRACTS AND POLICIES LIMITING TRANSFER OF**  
23 **SELLING ACCOUNTS AND REQUIRING ACCURATE SELLER INFORMATION**

24 56. To become a third-party seller in the Amazon Store, sellers are required to agree  
25 to the BSA and incorporated policies, which governs the sellers’ access to and use of Amazon’s  
26 services and states Amazon’s rules for selling in the Amazon Store.

1           57. Under the terms of the BSA, sellers agree that the information and documentation  
2 they provide to Amazon in connection with their selling accounts—such as identification,  
3 contact, and banking information—will, at all times, be valid, truthful, accurate, and complete.

4 Specifically, the BSA requires that:

- 5           • As part of the application process, you must provide us with your  
6           (or your business’) legal name, address, phone number and e-mail  
7           address, as well as any other information we may request.
- 8           • You will use only a name you are authorized to use in connection  
9           with a[ny Amazon] Service and will update all of the information  
10          you provide to us in connection with the Services as necessary to  
11          ensure that it at all times remains accurate, complete, and valid.
- 12          • You agree to update all Seller Account information promptly upon  
13          any change.
- 14          • Each party represents and warrants that: (a) if it is a business, it is  
15          duly organized, validly existing and in good standing under the  
16          Laws of the country in which the business is registered and that  
17          you are registering for the Service(s) within such country; (b) it has  
18          all requisite right, power, and authority to enter this Agreement,  
19          perform its obligations, and grant the rights, licenses, and  
20          authorizations in this Agreement; (c) any information provided or  
21          made available by one party to another party or its Affiliates is at  
22          all times accurate and complete[.]<sup>14</sup>

23           58. By entering into the BSA, sellers agree that they will not “assign or transfer the  
24 [Business Solutions] Agreement without prior written notice to Amazon.”<sup>15</sup>

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25  
26 <sup>14</sup> Business Solutions Agreement.

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

1           59.     The Seller Code of Conduct “requires that sellers act fairly and honestly [in  
2 Amazon’s stores] to ensure a safe buying and selling experience,” including by “provid[ing]  
3 accurate information to Amazon and [its] customers at all times,” and must update that  
4 information if it changes.<sup>16</sup> It also provides that sellers “may only maintain one Seller Central  
5 account” unless they have “a legitimate business need to open a second account and all [the  
6 seller’s] accounts are in good standing.”<sup>17</sup> As a result, sellers are prohibited from operating a  
7 second selling account if the operator of the account has an account that is not in good standing,  
8 or if they cannot show a legitimate justification for a second selling account. Examples of  
9 legitimate justifications for holding multiple selling accounts include when an entity “own[s]  
10 multiple brands and maintain[s] separate businesses for each” or “manufacture[s] products for  
11 two distinct and separate companies.”<sup>18</sup>

12           60.     Amazon innovates to stay ahead of bad actors, and requires new and existing  
13 selling partners to verify their identity and documentation. Amazon investigators review the  
14 seller-provided identity documents to determine whether those documents are both valid and  
15 legitimate, such as confirming that the seller has provided a fully legible copy of the document,  
16 verifying that the document matches the information the seller provided to Amazon with respect  
17 to their identity, and analyzing whether the document shows any signs of alteration, tampering,  
18 or fabrication. These measures have made it more difficult for bad actors to hide. Amazon’s  
19 seller verification, coupled with continued advancements in Amazon’s machine learning-based  
20 detection, are deterring bad actors from even attempting to create new Amazon selling accounts.  
21 In 2023, Amazon stopped more than 700,000 bad actor attempts to create new selling accounts,  
22 stopping them before they were able to list a single product for sale in Amazon’s store. This is  
23 down from 6 million attempts by bad actors to create new Amazon selling accounts in 2020.  
24 Once a seller begins selling in Amazon’s stores, Amazon continues to monitor the selling

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25  
26 <sup>16</sup> Seller Code of Conduct.

27 <sup>17</sup> *Id.*

<sup>18</sup> *Id.*

1 account's activities for risks. If Amazon identifies a bad actor, it closes that bad actor's selling  
2 account, withholds funds disbursement, and investigates whether other accounts are involved in  
3 unlawful activities.

#### 4 **VII. THE BBB'S REVIEW SYSTEM, POLICIES AGAINST FAKE BUSINESS** 5 **REVIEWS, AND PREVENTION EFFORTS**

6 61. For over 100 years, the BBB has helped consumers find businesses, brands, and  
7 charities they can trust. Millions of people turn to the BBB each year to view business profiles  
8 and charity reports that the BBB makes available to the public for free.

9 62. The BBB is comprised of the International Association of Better Business  
10 Bureaus, which serves as a hub for the network of over 93 independently incorporated local  
11 Better Business Bureaus in the United States and Canada. Each local Better Business Bureau  
12 must meet the standards that are set and monitored by the IABBB.

13 63. The BBB offers an accreditation program to businesses that support the mission  
14 and vision of the BBB. To receive accreditation, a business must affirm that it meets the BBB's  
15 standards, which include lawful business practices, ethical advertising and selling, and  
16 responsiveness and transparency in resolving customer complaints. Accredited businesses pay  
17 dues to the BBB that allow them to offer their information and services to consumers at no  
18 charge. More than 400,000 businesses have been accredited by the BBB.

19 64. The BBB maintains a directory of business profiles for more than 5.4 million  
20 companies and organizations on the BBB Website. A business profile generally includes contact  
21 information for the business, business reviews and complaints, the BBB rating for the business,<sup>19</sup>  
22 the business's accreditation status, and other details such as the date of incorporation. The

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23  
24 <sup>19</sup> The BBB assigns businesses ratings from A+ (highest) to F (lowest). In some cases, the BBB will not rate the  
25 business ("NR") for reasons that include insufficient information about a business or an ongoing review or update of  
26 the business's file. Ratings are based on the following factors: (1) the business's complaint history with the BBB; (2)  
27 the type of business; (3) the time in operation; (4) the transparency of the business's practices; (5) failure to honor  
commitments to the BBB; (6) licensing and government actions known to the BBB; and (7) advertising issues  
known to the BBB. "Overview of Ratings," <https://www.bbb.org/overview-of-bbb-ratings> (accessed July 18, 2024).  
The BBB's business ratings are independent of business reviews and star ratings published on the BBB Website that  
are discussed below.

1 directory includes profiles for businesses that have been accredited by the BBB as well as for  
2 unaccredited businesses.

3         65.     The BBB maintains business profiles, but business owners can also create a  
4 business account and claim their profile page on the BBB website. Claiming a profile page gives  
5 business owners access to edit their page, add a company logo, link social media accounts, and  
6 write a business description. Additionally, businesses can respond publicly to reviews and  
7 complaints on their BBB profile page. However, businesses cannot edit or change reviews or  
8 complaints posted by consumers on their profile pages. Business reviews are an important part of  
9 a BBB business profile page. The BBB encourages consumers to write reviews on a business  
10 profile page to report their authentic experience with that business—positive, negative, or  
11 neutral. Information found in business reviews can provide consumers with material information  
12 about the quality of a business’s goods or services and can either encourage or discourage  
13 consumers from patronizing a business. Meanwhile, businesses can use feedback from reviews to  
14 ensure they are meeting their customers’ needs and expectations. The trust and reliance that  
15 consumers and businesses place on the BBB Website depends in part on the authenticity of  
16 business reviews. Bad actors who pay for such reviews erode that trust, seek to gain an  
17 advantage over the millions of legitimate businesses who have BBB business profile pages, and  
18 tarnish the BBB’s brand. To combat fake business reviews, the BBB requires customers who  
19 seek to leave a review on a BBB business profile page to provide their name and share this  
20 information with the business to confirm the interaction.

21         66.     Each business review on the BBB Website is comprised of a “star rating” that  
22 ranges from one star to five stars and can include a textual description. The BBB compiles these  
23 reviews, provides an average of the compiled star ratings, and displays those results on the  
24 business profile. An example of a business profile with a review rating follows:

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Get Accredited Business Login Welcome to BBB Great West + Pacific

Better Business Bureau® Resources for Businesses My BBB

Find businesses, charities, category Near Fort Lawton, WA US Search

Home > Washington > Lynnwood > Roofing Contractors > [Redacted] > Customer Reviews Share Print

Customer Reviews  
Roofing Contractors  
Multi Location Business Find locations View Business profile >

What do you think? Add your review. ☆☆☆☆

Tell us what you think!

Customer Review Rating  
☆☆☆☆☆ 5/5  
Average of 4 Customer Reviews

4 Customer Reviews Sort By Lowest Rating

John L. ☆☆☆☆ 12/30/2023  
[Redacted] did a wonderful job on our roof. They were very professional, honest, and on schedule. [Redacted] was willing to find the time that worked best for you and, when the day came, their crew was right at work and were done when they said they would be. The time between planning and execution was very minimal. I am, both, very amazed and very satisfied at the finished product. Most of all, they treat all their customers equally with respect regardless of how big or small the projects are. They will also get back to you to answer any of your inquiries whether it's pertaining to quotes, the type of roofing, or follow-up questions. I really wish that all businesses would model their customer service to be like that of [Redacted]. Very well done!

Contact Information  
Lynnwood, WA 98087-1400  
Visit Website  
[Redacted]  
Business hours  
8:00 AM - 4:30 PM

Want a quote from this business?

16 67. The BBB strictly prohibits any attempt to manipulate reviews and expressly  
17 prohibits compensated reviews. When a reviewer leaves a review on a BBB business profile,  
18 they must check a box confirming that they “read and agree to the Customer Review Submission  
19 Terms.”<sup>20</sup> The terms require the reviewer to certify that “this Customer Review ... [i]s my  
20 genuine opinion of this business and that I have no personal or business affiliation with this  
21 business, and have not been offered or received any incentive or compensation originating from  
22 the business to write this review.”<sup>21</sup> The reviewer must also attest that “this Customer Review ...  
23 [i]s a truthful account of my experience with the business, and that I alone am legally responsible  
24 for the truth of what I write.”<sup>22</sup>

25 <sup>20</sup> “BBB Customer Review Submission Terms,” <https://www.bbb.org/customer-review-submission-terms> (accessed  
26 July 18, 2024).

27 <sup>21</sup> *Id.*

<sup>22</sup> *Id.*

1           68.     The Customer Review Submission Terms also provide that the reviewer must  
2 read and agree to the BBB’s Terms of Use, which govern all submissions of content and  
3 information to the BBB, including business reviews. The BBB’s Terms of Use state that “[b]y  
4 submitting User Content to any part of the Sites, you represent and warrant that . . . [y]ou have  
5 not been offered, have not accepted, and are not entitled to receive any compensation in any form  
6 and from any party in connection with submitted User Content.”<sup>23</sup> The Terms of Use further state  
7 that “[y]ou further agree and warrant that you will not . . . [s]ubmit any User Content that is  
8 false, fraudulent, or misleading . . . [i]mpersonate any person or entity or falsely state or  
9 otherwise misrepresent your affiliation with a person or entity . . . [or] [m]anipulate identifiers in  
10 order to disguise the origin of any User Content submitted.”<sup>24</sup> As a result, each person who posts  
11 a review on the BBB Website has agreed to and is bound by the BBB’s Customer Review  
12 Submission Terms and the BBB’s Terms of Use.

13           69.     To minimize review misuse and improve consumer experience, the BBB takes  
14 multiple steps and precautions before publishing a review to a company’s BBB business profile.  
15 The steps include: validating the email address or phone number of a reviewer; allowing the  
16 business to confirm an interaction with a particular customer and respond to the customer’s  
17 comments; allowing the business to also submit comments on the review; scrubbing the review  
18 to remove any inappropriate language or personal information before the review is published; not  
19 allowing any anonymous reviews; and not allowing any reviews in which the customer was  
20 compensated for the review, either directly or indirectly. In addition, when necessary, BBB’s  
21 investigation team will vet customer reviews if they are investigating a company that appears to  
22 have a large number of suspicious-looking reviews. For instance, BBB may contact the reviewer  
23 to request them to substantiate their review or to gather information about whether the reviewer  
24 was incentivized.

25  
26 \_\_\_\_\_  
<sup>23</sup> Terms of Use.

27 <sup>24</sup> *Id.*



1 **VIII. DEFENDANTS' DECEITFUL ACTS**

2 70. Beginning at a time unknown to Plaintiffs, Defendants obtained the domain name  
3 ReviewServiceUSA.com, a website through which they operated their illicit business of selling  
4 fake reviews and fraudulent selling accounts.

5 **Deceptive Services Targeting Amazon**

6 71. Defendants expressly targeted their services to bad actors operating Amazon  
7 selling accounts. Through Defendants' services, bad actors could purchase packages of fake  
8 product reviews that were intended to falsely manipulate their product rankings in Amazon's  
9 stores. As noted above, Defendants offered packages of fake product reviews at prices ranging  
10 from \$50 (USD) to \$250 (USD). On information and belief, unless a bad actor requested a fake  
11 review with a different star rating, the fake reviews offered by Defendants were all fake 5-star  
12 reviews.

13 72. An Amazon investigator posing as a seller contacted Defendants through the  
14 email address reviewserviceusateam@gmail.com, which was listed on the "Contact" page of  
15 Review Service USA. The investigator said, "I just want to confirm that your reviews are all 5-  
16 stars?" Defendants' agent replied: "Yes, that is correct. We provide 5star [sic] Amazon reviews."

17 73. An Amazon investigator also contacted Defendants through the WhatsApp  
18 number listed on the "Contact" page of Review Service USA. After confirming that the number  
19 was for Review Service USA, the investigator said, "I am interested in buying Amazon reviews,  
20 are your reviews all 5-stars?" Defendants' agent responded "Yes" and asked "How much review  
21 [sic] you need?"

22 74. Defendants sought to optimize search engine results for their fake product reviews  
23 service by listing various keywords next to the word "Tags" on their Website. The keywords  
24 included "Buy 5 star Amazon Reviews," "Buy positive Amazon Reviews," and "how to buy  
25 amazon reviews." Defendants also listed keywords on the Website that referenced negative  
26 reviews, such as "Buy 1 star Amazon Reviews" and "Buy Negative Amazon Reviews." On  
27

1 information and belief, Defendants also offered to post, in exchange for a fee, fake negative  
2 reviews on the Amazon product listing pages of bad actors' selected competitors.

3         75. In addition to fake product reviews, Defendants also sold fraudulent Amazon  
4 selling accounts. As noted in Section I, Defendants offered "100% Verified [Selling] Accounts"  
5 at prices ranging from \$280 (USD) to \$500 (USD). Defendants' fraudulent selling accounts  
6 purportedly came "With All Documents" necessary for verification and operation, including an  
7 "Email [address] and password," "Verified Phone [Number]," "Date of Birth," "Last 4 digits of  
8 USA, UK, CA SSN [Social Security Number]," and "Driving License And Passport."  
9 Defendants further claimed that their selling accounts were "Card Verified" and "Bank  
10 Verified." On information and belief, Defendants used fraudulent information to open new  
11 selling accounts on bad actors' behalf, and also transferred existing selling accounts that have  
12 been opened by others to bad actors while attempting to hide the bad actors' true identities from  
13 Amazon.

14         76. One of Amazon's tools to protect customers from bad actors operating Amazon  
15 selling accounts who abuse Amazon's stores is the ability to stop doing business with those bad  
16 actors. When a bad actor who is blocked from selling in Amazon's stores uses surreptitious  
17 means to register a new selling account, Amazon is deprived of the ability to assess and verify its  
18 business partners and protect its customers. The sale of fraudulent selling accounts also harms  
19 Amazon's customers by allowing a seller who was banned from selling in Amazon's stores due  
20 to a policy violation or poor customer service to covertly remain active. Defendants' sale of  
21 fraudulent Amazon selling accounts enabled bad actors to perpetrate abuse in Amazon's stores.  
22 This harms Amazon's reputation and goodwill with customers and selling partners.

23         77. Defendants knew and intended that their sale of fake product reviews and  
24 fraudulent selling accounts would improperly mislead customers and manipulate the published  
25 ratings and ranking of products listed for sale in Amazon's stores, and will cause the provision of  
26 false information to Amazon. For example, with respect to their sale of fake product reviews,  
27 Defendants listed the following "benefits to Amazon reviews for both customers and

1 businesses”: “Increased credibility: Positive reviews can increase the credibility and reputation  
2 of a product, making it more appealing to potential customers,” “Increased sales: Good reviews  
3 can increase sales for businesses selling products on Amazon’s platform,” “Better search  
4 visibility: Products with high number of positive reviews are more likely to appear higher in  
5 Amazon’s search results, making them more visible to potential customers,” and “Improved  
6 product ranking: A high average rating and a large number of reviews can help improve a  
7 product’s ranking in Amazon, making it more visible to potential customers.” With respect to  
8 their sale of fraudulent selling accounts, Defendants knew these accounts would deceive Amazon  
9 and its customers, as reflected in their promises that the accounts would be verified using fake  
10 identification and other false information, such as “Last 4 digits of USA, UK, CA SSN [Social  
11 Security Number],” and “Driving License And Passport.”

12 78. Defendants also knew that Amazon has contractual prohibitions and policies that  
13 prohibit fake product reviews, the transfer of Amazon selling accounts without Amazon’s  
14 knowledge, and the provision of false account information to Amazon. Defendants therefore  
15 knew that they were violating Amazon’s policies and contracts, and knew and intended that the  
16 bad actors using their fake product reviews or selling account services would violate Amazon’s  
17 policies and thus their contracts with Amazon. Defendants’ knowledge and intent is evident from  
18 their efforts to prevent Amazon from detecting their fake product reviews and other illicit  
19 services. As noted above, Defendants boasted that they used customer accounts with “Full  
20 Completed Profiles” and “Mostly Country Profile’s Bio and Photo” to publish their fake product  
21 reviews, in an attempt to make their fake reviews appear legitimate and thereby evade removal  
22 by Amazon. Defendants further advertised that their fake reviews were posted from “Different  
23 ID[s],” “Different IP [addresses],” and “Different Devices” which further reflected their efforts  
24 to evade detection and removal by Amazon. Also, as noted in Section I, Defendants’ promise  
25 that their fraudulent selling accounts came with a “7 Days Replacement” reflected their  
26 knowledge that Amazon would shut down the selling accounts if Defendants’ illicit activities  
27 were discovered.

1                   **Deceptive Services Targeting the BBB**

2                   79.       Defendants expressly targeted their fake business reviews services to bad actors  
3 attempting to manipulate their business profile pages on the BBB Website. Defendants sold fake  
4 business reviews to bad actors for publication on the bad actors' BBB business profile pages. As  
5 noted above, Defendants offered packages of fake business reviews ranging in price from \$60  
6 (USD) to \$200 (USD). On information and belief, unless a bad actor requested a fake business  
7 review with a different star rating, the fake reviews published by Defendants were all fake 5-star  
8 reviews.

9                   80.       Defendants sought to optimize search engine results for their fake business review  
10 service by listing various keywords next to the word "Tags" on the Website. The keywords  
11 included "Buy 5 Star BBB Reviews," "Buy BBB Reviews," and "Buy Positive BBB Reviews."  
12 Defendants also listed keywords that referenced negative reviews including "Buy 1 Star BBB  
13 Reviews" and "Buy Negative BBB Reviews." On information and belief, Defendants also  
14 offered to publish, in exchange for a fee, fake negative reviews on the business profile page of a  
15 selected competitor.

16                  81.       Defendants advertised that their fake business reviews could be published for  
17 "Targeted Location[s]." On information and belief, among the businesses with BBB profile  
18 pages that Defendants have targeted with their fraudulent services are businesses located in the  
19 regions served by Plaintiff Better Business Bureau Great West & Pacific Inc., including  
20 businesses in King County, Washington.

21                  82.       Defendants knew and intended that their sale of fake business reviews would  
22 improperly mislead consumers and manipulate the published review star ratings of businesses  
23 with profiles on the BBB Website. As noted above, Defendants acknowledged on the Website  
24 that "BBB reviews are meant to provide an unbiased and honest assessment of a business's  
25 reputation and customer experience" and that "[t]he BBB's rating system and customer reviews  
26 are designed to help consumers evaluate the trustworthiness and reliability of a business and to  
27

1 encourage businesses to continually improve their practices.” Defendants’ sale of fake 5-star  
2 business reviews was clearly intended to manipulate the BBB’s review star ratings.

3 83. Defendants knew that the BBB’s policies prohibit fake business reviews.  
4 Defendants therefore knew that they were violating the BBB’s policies, and knew and intended  
5 that the bad actors using their fake business reviews services would violate the BBB’s policies.  
6 As discussed in Section I, Defendants’ knowledge was reflected in their references to the BBB’s  
7 policies and the fact that they structured their services in a manner designed to evade detection  
8 and enforcement by the BBB. For example, Defendants acknowledged that “[t]he philosophy of  
9 BBB reviews is to promote ethical business practices and increase consumer trust in businesses”  
10 and that “BBB reviews are meant to provide an unbiased and honest assessment of a business’s  
11 reputation and customer experience.” Defendants’ assurance to bad actors that “all [fake]  
12 reviews will be post[ed] manually” and with “Different Devices” and “Different IP [addresses]”  
13 reflected Defendants’ efforts to evade detection and removal of their fake business reviews by  
14 the BBB.

15 84. In summary, Defendants’ statements and conduct showed their intent to deceive  
16 both Amazon and the BBB, as well as the customers and consumers who rely on their respective  
17 product listing pages and business profile pages to make informed purchasing decisions.  
18 Defendants’ statements also showed their knowledge that they were interfering with, and  
19 violating, Amazon’s and the BBB’s policies and contracts.

20 85. Defendants appear to have taken down the Website as of the time this Complaint  
21 is filed. On information and belief, Defendants remain the owners of the Website and may be  
22 continuing to offer fraudulent services related to fake product reviews or other fake content  
23 targeting Amazon’s stores and the BBB.

24 86. In addition to advertising deceptive services targeting Amazon’s stores and the  
25 BBB Website, Defendants also advertised the sale of fake reviews and other deceptive services  
26 targeting more than a dozen other companies and organizations.

1       **IX.    REPUTATIONAL HARM TO PLAINTIFFS AND HARM TO THE PUBLIC**

2           87.    Fake reviews significantly undermine the trust that customers, sellers, consumers,  
3 and businesses place in Plaintiffs, which hurts Plaintiffs’ brands.

4           **Reputational Harm to Amazon**

5           88.    Fake product reviews and fraudulent selling accounts significantly undermine the  
6 trust that customers, sellers, and manufacturers place in Amazon, which in turn tarnishes  
7 Amazon’s brand.

8           89.    Product reviews are an important part of a customer’s shopping experience, and  
9 customers rely on the accuracy and authenticity of reviews to inform their shopping decisions.  
10 Fake reviews harm customers by providing misleading information about the quality,  
11 authenticity, and nature of products. When reviews are false, inaccurate, or misleading,  
12 customers’ expectations for quality and performance are not fulfilled.

13           90.    When product reviews are not trustworthy, customers lose confidence in the  
14 quality and performance of products and associated ratings in Amazon’s stores and are less likely  
15 to purchase products. This loss of confidence damages the goodwill Amazon has built with its  
16 customers and harms Amazon’s reputation.

17           91.    Fake product reviews also threaten to undermine the trust of entrepreneurs who  
18 sell products in Amazon’s stores. When bad actors use fake product reviews to gain an  
19 advantage, they harm sellers who play by the rules and earn positive reviews by offering high-  
20 quality products and excellent customer service. In turn, these sellers lose faith in the integrity of  
21 Amazon’s stores.

22           92.    Customers who become aware of these unfair and prohibited practices, as well as  
23 those to whom bad actors offer incentives to leave fake reviews could lose trust in Amazon as a  
24 resource for unbiased product reviews.

25           93.    Fraudulent selling accounts also threaten to undermine the trust of customers and  
26 entrepreneurs who sell products in Amazon’s stores. When bad actors operate fraudulent selling  
27 accounts, they harm sellers who play by the rules and go through Amazon’s rigorous verification

1 process to sell products in Amazon's stores. Customers are also harmed when a seller that would  
2 not be allowed to sell in Amazon's stores because of a policy violation or poor customer service  
3 remains active because that seller fraudulently obtained a selling account. Furthermore, when an  
4 Amazon seller is not trustworthy, customers lose confidence in the quality and performance of  
5 products and associated ratings from selling partners in Amazon's stores and are less likely to  
6 purchase products. This loss of confidence damages the goodwill Amazon has built with its  
7 customers and harms Amazon's reputation.

8 94. In sum, as a result of bad actors' perpetration of reviews and selling account  
9 abuse, Amazon and its customers have suffered substantial harm.

#### 10 **Reputational Harm to the BBB**

11 95. Fake business reviews significantly undermine the trust that consumers and  
12 businesses place in the BBB, which in turn tarnishes the BBB's brand.

13 96. Business reviews are an important part of a consumer's experience with the BBB,  
14 and consumers rely on the accuracy and authenticity of such reviews to inform which businesses  
15 they patronize. Authentic reviews on a business profile page can help secure a business's  
16 reputation as a trustworthy organization, and consumers are more likely to work with a business  
17 that values their input and cares about their experience.

18 97. Fake business reviews harm consumers by providing misleading information  
19 about businesses and the quality of their products and services. Furthermore, when business  
20 reviews posted on the BBB Website are not trustworthy, consumers lose confidence in the BBB  
21 as a reputable source for unbiased reviews about businesses and their products and services.

22 98. Businesses similarly may lose confidence in the trustworthiness of the BBB as an  
23 organization that incentivizes marketplace trust and may be less likely to actively maintain their  
24 business profile, apply for BBB accreditation, or continue to maintain their accreditation with the  
25 BBB and pay dues to the BBB. This loss of confidence damages the goodwill the BBB has built  
26 with both consumers and businesses, and harms the BBB's reputation.





1 customer accounts and post reviews in the Amazon Store, Defendants have accepted and at all  
2 relevant times were bound by Amazon's Conditions of Use and Community Guidelines.

3 108. By opening, operating, or otherwise maintaining control over Amazon selling  
4 accounts, and by logging into those accounts or directing their agents to log into those accounts  
5 to facilitate the transfer to bad actors, Defendants have accepted and at all relevant times were  
6 bound by Amazon's Conditions of Use and Community Guidelines.

7 109. Amazon fully performed all of its obligations under the Conditions of Use and  
8 Community Guidelines.

9 110. Defendants have materially breached Amazon's Conditions of Use and  
10 Community Guidelines by, among other actions, (1) creating or directing their agents to create  
11 customer accounts for the purpose of evading Amazon's detection tools and violating Amazon's  
12 policies, (2) requesting and accepting compensation for creating and posting fake product  
13 reviews in the Amazon Store, and (3) posting or directing their agents to post fake product  
14 reviews in the Amazon Store that are misleading and injurious to others.

15 111. Defendants' breaches of Amazon's Conditions of Use and Community Guidelines  
16 have resulted in damage to Amazon.

17 **THIRD CLAIM FOR RELIEF**  
18 *(by Amazon against all Defendants)*  
19 **Intentional Interference with Contractual Relations**

20 112. Amazon incorporates by reference the allegations of each and every one of the  
21 preceding paragraphs as though fully set forth again.

22 113. Amazon maintains contracts with each seller of goods in the Amazon Store, as  
23 each such seller agreed to the Amazon Services Business Solutions Agreement.

24 114. Amazon maintains contracts with each reviewer of products in the Amazon Store,  
25 as each such user agreed to Amazon's Conditions of Use and Community Guidelines.

26 115. Defendants have knowledge of these contracts and the contractual prohibitions  
27 against fake and paid reviews and the contractual prohibitions against transferring selling  
accounts and registering selling accounts using false information.

1 116. Defendants intended to disrupt and, with malice and through unfair means, did  
2 interfere with the performance of these contracts.

3 117. As a result of Defendants' actions, Amazon has been harmed.

4 **FOURTH CLAIM FOR RELIEF**  
5 *(by Amazon against all Defendants)*  
6 **Unjust Enrichment/Restitution**

7 118. Amazon incorporates by reference the allegations of each and every one of the  
8 preceding paragraphs as though fully set forth again.

9 119. Defendants unjustly received benefits in the form of payments from bad actors  
10 operating Amazon selling accounts in exchange for their deceptive services. Defendants obtained  
11 these benefits at Amazon's expense and through their wrongful conduct, which included their  
12 interference with Amazon's business relationships and other unfair business practices.

13 Defendants continue to unjustly retain these benefits at Amazon's expense. It would be unjust for  
14 Defendants to retain any value they obtained as a result of their wrongful conduct.

15 120. Amazon is entitled to the establishment of a constructive trust consisting of the  
16 benefit conferred upon Defendants by the revenues derived from their wrongful conduct at  
17 Amazon's expense and all profits derived from that wrongful conduct. Amazon is further entitled  
18 to full restitution of all amounts by which Defendants have been unjustly enriched at Amazon's  
19 expense.

20 **FIFTH CLAIM FOR RELIEF**  
21 *(by the BBB against all Defendants)*  
22 **Virginia Consumer Protection Act (Va. Code § 59.1)**

23 121. The BBB incorporates by reference the allegations of each and every one of the  
24 preceding paragraphs as though fully set forth again.

25 122. Defendants have engaged in fraudulent acts or practices in connection with a  
26 consumer transaction in violation of the Virginia Consumer Protection Act, Va. Code. § 59.1.

27 123. Defendants' actions were injurious to the public interest. The acts were committed  
in the course of Defendants' business and caused the public dissemination of false business

1 reviews designed to trick consumers. Defendants' acts were willful. Defendants' acts had the  
2 capacity to and did harm consumers.

3 124. Defendants' unfair and deceptive business practices have unjustly harmed the  
4 BBB and are causing the BBB to suffer damages.

5 125. The BBB is entitled to treble damages, attorneys' fees, and costs, pursuant to Va.  
6 Code § 59.1-204.

7 126. As a result of Defendants' unfair and deceptive acts and practices, the BBB has  
8 also suffered irreparable injury and, unless Defendants are enjoined from such unfair and  
9 deceptive acts and practices, will continue to suffer irreparable injury, whereby the BBB has no  
10 adequate remedy at law.

11 **SIXTH CLAIM FOR RELIEF**  
12 **(by the BBB against all Defendants)**  
13 **Breach of Contract**

14 127. The BBB incorporates by reference the allegations of each and every one of the  
15 preceding paragraphs as though fully set forth again.

16 128. By posting reviews on BBB business profiles, or by directing their agents to post  
17 reviews on BBB business profiles, Defendants have accepted and at all relevant times were  
18 bound by the BBB's Terms of Use and Customer Review Submission Terms.

19 129. The BBB fully performed all of its obligations under the Terms of Use and  
20 Customer Review Submission Terms.

21 130. Defendants have materially breached the BBB's Terms of Use and Customer  
22 Review Submission Terms by, among other actions, (1) requesting and accepting compensation  
23 for creating and posting fake business reviews on BBB business profiles, and (2) posting or  
24 directing their agents to post fake business reviews on BBB business profiles that are misleading  
25 and injurious to others.

26 131. Defendants' breaches of the BBB's Terms of Use and Customer Review  
27 Submission Terms have resulted in damage to the BBB.

1 **SEVENTH CLAIM FOR RELIEF**  
2 *(by the BBB against all Defendants)*  
3 **Unjust Enrichment/Restitution**

4 132. The BBB incorporates by reference the allegations of each and every one of the  
5 preceding paragraphs as though fully set forth again.

6 133. Defendants unjustly received benefits in the form of payments for their deceptive  
7 services, which include posting fake reviews on business profile pages on the BBB Website.  
8 Defendants obtained these benefits at the BBB's expense and through their wrongful conduct,  
9 which includes unfair business practices. Defendants continue to unjustly retain these benefits at  
10 the BBB's expense. It would be unjust for Defendants to retain any value they obtained as a  
11 result of their wrongful conduct.

12 134. The BBB is entitled to the establishment of a constructive trust consisting of the  
13 benefit conferred upon Defendants by the revenues derived from their wrongful conduct at the  
14 BBB's expense and all profits derived from that wrongful conduct. The BBB is further entitled to  
15 full restitution of all amounts by which Defendants have been unjustly enriched at the BBB's  
16 expense.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs respectfully request judgment as follows:

19 1. That the Court issue injunctive relief against Defendants and that Defendants,  
20 their officers, agents, representatives, servants, employees, attorneys, successors and assigns, and  
21 all others in active concert or participation with Defendants, be enjoined and ordered to:

22 (a) Cease and desist from any activity involving selling or facilitating the sale  
23 of, and posting or directing Defendants' agents to post, fake or incentivized product  
24 reviews in Amazon's stores;

25 (b) Cease and desist from any activity involving selling or brokering the sale  
26 or transfer of Amazon selling and customer accounts;  
27

1 (c) Cease and desist from any activity involving selling or facilitating the sale  
2 of, and posting or directing Defendants' agents to post, fake or incentivized business  
3 reviews on the BBB Website;

4 (d) Provide information sufficient to identify each product review in  
5 Amazon's stores created in exchange for payment or any other incentive and the accounts  
6 and persons who created or paid for such reviews;

7 (e) Provide information sufficient to identify each business review on the  
8 BBB Website created in exchange for payment or any other incentive and the accounts  
9 and persons who created or paid for such reviews;

10 (f) Cease and desist from assisting, aiding, or abetting any other person or  
11 business entity in engaging in or performing any of the activities referred to in  
12 subparagraphs (a) through (c) above; and

13 (g) Disable, transfer to Plaintiffs, and cease hosting the  
14 ReviewServiceUSA.com domain and any other domains and websites through which  
15 Defendants engage in the aforementioned enjoined activities;

16 2. That the Court enter an Order authorizing Plaintiffs to give notice of the  
17 injunction to the domain registrars and domain hosts for ReviewServiceUSA.com and any other  
18 domains and websites through which Defendants engage in the aforementioned enjoined  
19 activities, and to require those registrars and hosts (1) to transfer to Plaintiffs' control and  
20 ownership of the ReviewServiceUSA.com domain and any other domains and websites through  
21 which Defendants engage in the aforementioned enjoined activities, and (2) to cease providing  
22 services to Defendants involving hosting, facilitating access to, or providing any supporting  
23 services to ReviewServiceUSA.com and any other domains and websites through which  
24 Defendants engage in the aforementioned enjoined activities;

25 3. That the Court enter an Order requiring Defendants to disgorge their profits and  
26 declaring that Defendants hold in trust, as constructive trustees for the benefit of Plaintiffs, their  
27 illegal profits gained from the sale of fake reviews and requiring Defendants to provide Plaintiffs

1 with a full and complete accounting of all amounts obtained as a result of Defendants' illegal  
2 activities;

3 4. That the Court enter an Order instructing Defendants, jointly and severally, to pay  
4 Amazon's general, special, actual, and statutory damages, including treble damages pursuant to  
5 RCW Ch. 19.86;

6 5. That the Court enter an Order instructing Defendants, jointly and severally, to pay  
7 the BBB's general, special, actual, and statutory damages, including treble damages pursuant to  
8 Va. Code § 59.1;

9 6. That the Court enter an Order requiring Defendants to pay Plaintiffs both the cost  
10 of this action and attorneys' fees incurred in prosecuting this action; and

11 7. That the Court grant Plaintiffs such additional and further relief as is just and  
12 proper.

13  
14 DATED this 18<sup>th</sup> day of July, 2024.

15 DAVIS WRIGHT TREMAINE LLP  
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