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THE HONORABLE _____

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION**

Charles Haywood,

PLAINTIFF;

v.

**Amazon.com, Inc., and its affiliate
Amazon.com Services LLC,**

DEFENDANTS.

No. 2:22-cv-01094

**Complaint for Breach of Contract,
Violation of the Washington State
Consumer Protection Act under
RCW Chapter 19.86, and Request for
Declaratory and Injunctive Relief**

JURY DEMAND

Plaintiff Charles Haywood alleges:

INTRODUCTION

1. Plaintiff Charles Haywood is a highly regarded writer of book reviews on defendant Amazon.com, Inc.'s platform, operated by defendant Amazon.com Services LLC (together both defendants are hereinafter, singularly and collectively, "Amazon"). Since

1 October 2015, he has posted over 500 book reviews averaging around 2,000 words each
2 that received over 17,000 positive endorsements from other users and garnered him ap-
3 proximately 500 followers. At one time he was ranked as thirty-first out of Amazon’s mil-
4 lions of reviewers.

5 **2.** On February 1, 2022, Amazon removed Mr. Haywood’s reviews from its platform
6 and barred him from posting new reviews, ostensibly for violating Amazon’s “Commu-
7 nity Guidelines.” As is its practice when it bans users, Amazon did not inform Mr. Hay-
8 wood which of his book reviews, or what about his reviews, supposedly violated its guide-
9 lines.

10 **3.** Amazon subsequently told Mr. Haywood he had violated its guidelines by stating
11 in one of his book reviews that “many Millennials are woketards,” and in another refer-
12 ring to COVID-19 as “the Wuhan Plague.” Amazon did not indicate which aspect of its
13 Community Guidelines these statements violated or otherwise explain its decision.

14 **4.** Amazon’s non-specific invocation of its “Community Guidelines” was not made
15 in a good faith to apply its purportedly objective standards to Mr. Haywood’s reviews, but
16 in reaction to the viewpoints it perceived Mr. Haywood to be expressing in his statements
17 that are associated with various political, social, and philosophical issues with which Ama-
18 zon disagrees.

19 **5.** Amazon’s silencing of Mr. Haywood is part of a pattern and practice of discrimi-
20 nating among those who use its platform to post book reviews on the basis of the view-
21 points expressed therein. Amazon provides no explanation of its decisions, and does not
22 even tell the reviewers what reviews or statements therein it thinks violated its Commu-
23 nity Guidelines. Even when forced to provide a supposed basis for its actions, Amazon
24 only points to its guidelines generally or invokes provisions that are inherently vague and
25 subjective and inconsistently invoked to justify its viewpoint discrimination.

26 **6.** Amazon does not disclose its pattern and practice of viewpoint discrimination in
27 its community guidelines or elsewhere, which violates Amazon’s contractual obligation to

1 deal with Mr. Haywood and its other users fairly and in good faith with respect to such
2 decisions.

3 7. Even assuming that Amazon, the world’s largest seller of books, has the right to
4 discriminate among its users on the basis of their political viewpoints on the de facto pub-
5 lic forum it has undertaken to build and maintain and further its domination of the market
6 for books, Amazon dishonestly fails to disclose its pattern and practice of viewpoint dis-
7 crimination because doing so would harm its reputation and negatively affect its commer-
8 cial interests.

9 8. Amazon’s viewpoint discrimination violates its contractual obligations to Mr.
10 Haywood and many others under Washington law, and gives rise to legal liability to Mr.
11 Haywood and others for damage to their reputations and the free exercise of their recog-
12 nized right of free expression under the Constitutions and laws of the State of Washington
13 and the United States.

14 9. “[T]o promote the continued development of the Internet and other interactive
15 computer services and other interactive media,” which “offer a forum for a true diversity
16 of political discourse, unique opportunities for cultural development, and myriad avenues
17 for intellectual activity,” Section 230 of the Communications Decency Act of 1996
18 (“CDA”) bars claims against Amazon and other companies that host forums such as Am-
19 azon’s reviews based on “any action voluntarily taken in good faith to restrict access to or
20 availability of material that the provider or user considers to be obscene, lewd, lascivious,
21 filthy, excessively violent, harassing, or otherwise objectionable, whether or not such ma-
22 terial is constitutionally protected.” 47 U.S.C. § 230 (a)(3), (b)(1) & (c)(2)(A).

23 10. Amazon has repeatedly invoked Section 230 to bar claims arising from its deci-
24 sions to restrict the use of its services by customers via the invocation of its Community
25 Guidelines in other proceedings and is likely to do so here as well.

26 11. Section 230, does not, however, bar Mr. Haywood’s claim against Amazon. The
27 material he posted does not fall into any of the categories listed in the statute.

1 Haywood's request for a declaration that 47 U.S.C. § 230(c)(2)(A) does not apply where,
2 as Amazon did here, the service provider engages in undisclosed political viewpoint dis-
3 crimination against user.

4 **20.** The Court's federal question subject-matter jurisdiction over Mr. Haywood's re-
5 quest for a declaratory judgment also gives the Court supplemental jurisdiction over Mr.
6 Haywood's other claims under 28 U.S.C. § 1367, as all of his claims are so related as to
7 form part of the same case or controversy.

8 **21.** This Court also has subject-matter jurisdiction over this case under 28 U.S.C.
9 § 1332 as the matter in controversy exceeds the sum or value of \$75,000, exclusive of in-
10 terest and costs, and is between citizens of different states.

11 **22.** This Court has personal jurisdiction over Amazon because it is a domiciliary of
12 this state and because the terms of the parties' contract contain a mutual consent to the
13 exclusive jurisdiction of the state and federal courts in King County, Washington.

14 **23.** Venue is proper in this Court as Amazon is deemed to reside in this district, and
15 the terms of the parties' contract contain a provision designating the state and federal
16 courts in King County, Washington, as the exclusive forum for resolving disputes.

17 **STATEMENT OF FACTS**

18 **24.** Mr. Haywood holds a bachelor's degree from Indiana University, a law degree
19 from The University of Chicago Law School, and an MBA degree from the University of
20 Chicago Booth School of Business. A former lawyer and successful business owner, he
21 devotes a significant amount of his time to reading and writing on issues of politics and
22 philosophy. He publishes an online magazine, The Worthy House (<https://www.the>
23 [worthyhouse.com](https://www.theworthyhouse.com)), and, as noted above, he has posted a large number of his preferred
24 form of exposition, book reviews, on Amazon. He lives with his family in a suburb of Indi-
25 anapolis, Indiana.

26 **25.** Mr. Haywood's writings contain a number of ideas and opinions with which many
27 people would no doubt disagree, and, as is the case with many critical thinkers who speak

1 their mind, has a style that is direct, even trenchant at times, but is well within the tradi-
2 tions of intellectual expression in our (sometimes begrudgingly) shared Judeo-Christian,
3 Western European, American cultural history.

4 **26.** The opinions and viewpoints Mr. Haywood has generally presented in his book
5 reviews and other writings and media tend to be of the sort that would ordinarily be per-
6 ceived by readers and listeners as variously libertarian, conservative, classically liberal, an-
7 archistic, or radical. While not subject to simplistic characterization, they are generally
8 inconsistent with, or even adversarial to, those generally classified as “progressive” in
9 modern American politics. They evidence little regard or patience, for example, for what
10 he regards as “politically correct,” “woke,” or “identity-based” ideologies—*i.e.*, for all
11 ideologies borne out of so-called “critical theory.”

12 **27.** Amazon is currently the fifth largest public company in the world as measured by
13 its market capitalization in excess of \$1 trillion dollars. Its retail sales are larger than the
14 next 14 largest US retailers combined. Amazon’s first business was selling books, and it is
15 generally recognized to have a virtual monopoly on the sales of physical and electronic
16 book sales. One of the important factors that has propelled Amazon’s success as a
17 bookseller has been its development and maintenance of an e-commerce platform that en-
18 gages authors, readers, and customers by allowing them to post and read book reviews.

19 **28.** The book review has been recognized as an important form of scholarship, literary
20 criticism, and philosophical and political debate for centuries. Long the province of aca-
21 demic journals, elite periodicals, and Sunday newspapers, the Internet era opened the
22 genre, for better or worse, to millions of would-be critics. Amazon took full advantage of
23 this opportunity to reap the benefits of engaging customers through reviews. Indeed, it
24 augmented its dominance in the market for book reviews by acquiring its largest competi-
25 tors – the largest book-review websites: Goodreads, Shelfari, and LibraryThing, to be-
26 come the essential forum for book reviews by anyone other than elite professors and pro-
27 fessional authors who might have their published in a dwindling number of periodicals.

1 **29.** Amazon’s book reviews are an established and significant part of the “vast demo-
2 cratic forums of the Internet” that are, today, essential places “for the exchange of
3 views” protected by the First Amendment to the U.S. Constitution. *Packingham v. North*
4 *Carolina*, 137 S. Ct. 1730, 1735 (2017).

5 **30.** While Amazon’s ultimate purpose is to make money for its owners—including its
6 founder and largest shareholder, Jeff Bezos—it also engages in political and social speech
7 and activism. It formally publishes its “positions” on a number of political and social is-
8 sues and disclosed over \$13 million in political contributions in 2020 (favoring Democrats
9 over Republicans by more than 5-to-1) and over \$20 million in federal lobbying expendi-
10 tures in 2021.

11 **31.** Amazon acknowledges “there is much room for healthy debate and differing opin-
12 ions” on political issues, and nowhere nor at any time has it openly taken the position that
13 it favors, restricts, or otherwise engages in political viewpoint discrimination in its over-
14 sight of its book reviews. Indeed, in a March 11, 2021 responsive letter to four U.S. Sena-
15 tors concerned Amazon was improperly censoring certain books, Amazon stated that it
16 provides its customers “with access to a variety of viewpoints, including books that some
17 customer may find objectionable,” and that it “works hard” to give its customers “access
18 to the widest and most diverse cross-section of written and spoken word in retail today.”

19 **32.** Because of its size and reach, Amazon’s book reviews offered Mr. Haywood and
20 many others a uniquely effective forum in which to share their thoughts and opinions on
21 any number of issues. While Mr. Haywood routinely makes his book reviews available on
22 other platforms, no other forum offered anything comparable to the reach of Amazon,
23 where his writings received over 17,000 positive endorsements (meaning the reader ac-
24 tively chose to indicate that he or she found the review “helpful” or “useful”) and where
25 he had over 500 followers (meaning other Amazon users who affirmatively chose to be
26 notified when Mr. Haywood posted a new review).

27 **33.** While Amazon is of course under no obligation to offer its users the ability to post

1 reviews, it has chosen and encouraged them to do so to further its business objectives.
2 Amazon's business strategy in this regard has proven very beneficial to Amazon, and has
3 helped induce millions of people create Amazon accounts and use its services. Amazon
4 users have a well-founded and reasonable expectation, and have come to rely upon their
5 ability to, post book reviews in accordance with Amazon's stated terms. Amazon is well
6 aware of and encourages this reliance on the availability of its services to the general pub-
7 lic.

8 **34.** At all relevant times, there existed a written contractual relationship between Mr.
9 Haywood as a user of Amazon's services and a submitter of book reviews and Amazon as
10 the operator of the business that allowed, encouraged, and benefited from Mr. Hay-
11 wood's use of its services and his book reviews. The terms of this contract varied over
12 time according to changes made by Amazon, but were always embodied in what Amazon
13 published as its "Conditions of Use" and its "Community Guidelines."

14 **35.** Mr. Haywood began posting book reviews on Amazon in 2015. In July and Octo-
15 ber, 2019, Amazon told Mr. Haywood that he had violated its Community Guidelines, but
16 did not specify which reviews or what statements it deemed violative. On October 19,
17 2019, Amazon deleted his reviews and removed his ability to post reviews, again without
18 providing any further information as to why.

19 **36.** When Amazon first de-platformed Mr. Haywood in 2019, its Conditions of Use
20 required any dispute to be resolved via binding arbitration. Mr. Haywood initiated such a
21 proceeding on November 13, 2019. (Amazon changed its policy of requiring disputes to
22 be resolved via arbitration in 2021, and now requires claims to be brought against in state
23 or federal court in King County, Washington.)

24 **37.** During the arbitration proceeding, Amazon claimed that two of Mr. Haywood's
25 reviews had been "rejected" because of what Amazon called "spite." The first review
26 was ostensibly rejected because Mr. Haywood called Donald Trump "a buffoon." The
27 second was ostensibly rejected because he had said two authors were "unable to realize,

1 not that the joke is on them, but that they themselves are the joke.” Amazon took down
2 Mr. Haywood’s reviews and revoked his review privileges shortly after the second of
3 these two rejections, without having informed Mr. Haywood of either of these specific
4 concerns.

5 **38.** Amazon took action against Mr. Haywood despite the fact that it took no action
6 against other reviews making similar comments about Donald Trump, including calling
7 him a buffoon, or disparaging the self-awareness of other authors. In the arbitration, Am-
8 azon did not reveal which provision of its then-current Conditions of Use that Mr. Hay-
9 wood supposedly violated. Amazon claimed that Mr. Haywood’s statements violated its
10 “Community Guidelines” that purported to prohibit “name-calling or attack[ing] people
11 based on whether you agree with them” and that any questioning of the beliefs or exper-
12 tise of another be “done in a respectful and non-threatening manner.”

13 **39.** On July 31, 2020, the arbitrator issued an order in favor of Amazon, but Amazon
14 never reduced that award to judgment as required to make it enforceable. Discussions en-
15 sued between Mr. Haywood and Amazon and in November 2021, they entered into a Set-
16 tlement Agreement pursuant to which Amazon agreed to restore Mr. Haywood’s review
17 privileges, Mr. Haywood agreed to abide by Amazon’s policies, and Mr. Haywood re-
18 leased all claims, whether asserted or not or known or not, but not releasing future claims.

19 **40.** Mr. Haywood resumed posting book reviews after his access was restored.

20 **41.** On January 24, 2022, Amazon sent Mr. Haywood a new “warning” that “[o]ne or
21 more of your posts were found to be outside our guidelines” and that further violations
22 might result in him being banned from posting reviews, again. The notice did not provide
23 any information as to which review or what in that review Amazon deemed to have vio-
24 lated its guidelines. Mr. Haywood noticed, however, that one of his reviews had been de-
25 leted by Amazon.

26 **42.** At the time Amazon issued this warning to Mr. Haywood, its Conditions of Use
27 prohibited reviews that contained content that was “illegal, obscene, threatening,

1 defamatory, invasive of privacy, infringing of intellectual property rights (including pub-
2 licity rights), or otherwise injurious to third parties or objectionable.” A copy of Ama-
3 zon’s Conditions of Use is attached as Exhibit A.

4 **43.** Its Community Guidelines said, under the heading “Profanity and harassment”:
5 “We don’t allow: Profanity, obscenities, or name-calling[;] Harassment or threats[;] At-
6 tacks on people you disagree with; [or] Libel, defamation, or inflammatory content”
7 Under the heading “Hate Speech,” they said: “It’s not allowed to express hatred for peo-
8 ple based on characteristics like: Race[,] Ethnicity[,] Nationality[,] Gender[,] Gender
9 identity[,] Sexual orientation[,] Religion[,] Age[, or] Disability.” A copy of Amazon’s
10 Community Guidelines is attached as Exhibit B.

11 **44.** On February 1, 2022, Amazon sent Mr. Haywood an email stating his ability to
12 post reviews had been removed “[b]ecause of your repeated violation of our Community
13 Guidelines.” This email made no mention of any second violation nor provided any fur-
14 ther detail as to the nature of either any new violation or the prior violation. In addition to
15 prohibiting Mr. Haywood from posting reviews, Amazon also removed all of his existing
16 reviews from its platform.

17 **45.** Given the prior dispute between Mr. Haywood and Amazon, Mr. Haywood con-
18 tacted Amazon (via counsel, as there is no way of obtaining more information about a ban
19 short of hiring a lawyer) to find out the supposed reasons behind Amazon’s second deci-
20 sion to de-platform him.

21 **46.** In a response (several weeks later) counsel for Amazon stated that Mr. Haywood
22 had been silenced because of a review he posted on January 16, 2022, containing that
23 statement that “many Millennials are woketards” and a review he posted on January 25,
24 2022, in which he had used the phrase “Wuhan plague” to refer to the COVID-19 pan-
25 demic. Amazon’s counsel did not identify any provision of its Conditions of Use or Com-
26 munity Guidelines these statements supposedly violated, nor did it offer any other expla-
27 nation or justification for the ban other than to say the ban was “proper, as these reviews

1 violate Amazon’s Community Guidelines.” Neither of these reviews were the review
2 that Mr. Haywood had earlier noted Amazon had deleted, suggesting Amazon’s re-
3 sponses were either incomplete or inaccurate. This inconsistency is a further indication
4 that Amazon’s stated reasons for Mr. Haywood’s second de-platforming were pretexts
5 and that Amazon was not fairly applying either its own Community Guidelines or the
6 promises it made to Mr. Haywood in the Settlement Agreement.

7 **47.** Amazon’s decision to ban Mr. Haywood in 2022 was not the result of any good-
8 faith application of its Community Guidelines. It was, instead, the result of some combi-
9 nation of Amazon’s unstated and undisclosed bias against the viewpoints directly ex-
10 pressed by Mr. Haywood in these and other reviews, as well as the political and social
11 viewpoints stereotypically associated the with idioms and statements Mr. Haywood used
12 in his reviews, *e.g.*, his colorful term “woketards” and references to the COVID-19 pan-
13 demic in ways that point to its geographic origin in Wuhan, China. Amazon’s decision
14 was in keeping with its 2019 de-platforming of Mr. Haywood and in disregard of both its
15 underlying obligation and express agreement to apply its Community Guidelines fairly
16 and in good faith.

17 **48.** Whether deliberately or as a result of a failure to apply its Community Guidelines
18 in good faith, Amazon’s purported reasons for banning Mr. Haywood were a pretext for
19 silencing him because of the viewpoints Amazon perceived he expressed in his reviews.

20 **49.** Amazon’s application of its Community Guidelines was inconsistent with its ap-
21 plication of those same guidelines to other reviews that made like statements that Amazon
22 considered to be associated with viewpoints different from those it perceived Mr. Hay-
23 wood was expressing.

24 **50.** Amazon’s actions have deprived Mr. Haywood of the vast majority of his audi-
25 ence for his reviews, damaged his reputation and standing in the community, and violated
26 his rights under his contract with Amazon, the laws and Constitution of the State of
27 Washington, and the Constitution of the United States.

CLAIMS

1
2 **51.** Each claim set forth below adopts paragraphs 1–50. To the extent of any incon-
3 sistency, they are adopted and pled in the alternative.

4 **Count I—Breach of Contract**

5 **52.** The provisions of Amazon’s Conditions of Use and Community Guidelines in ef-
6 fect as of January 2022 constituted a written, enforceable contract between Mr. Haywood
7 and Amazon under Washington law.

8 **53.** Amazon breached its contractual duty under Washington law to allow Mr. Hay-
9 wood to post book reviews when it banned him from posting reviews and took down his
10 existing reviews on or around February 1, 2022.

11 **54.** Contrary to Amazon’s assertions at the time and since, Mr. Haywood did not vio-
12 late Amazon’s Community Guidelines, as written or as reasonably and objectively inter-
13 preted.

14 **55.** In banning Mr. Haywood and taking down his reviews, Amazon breached its duty
15 to Mr. Haywood to allow him to post reviews if he complied with Amazon’s Conditions
16 of Use and its Community Guidelines.

17 **56.** In banning Mr. Haywood and taking down his reviews, Amazon also breached its
18 duty to make any determinations that Mr. Haywood had failed to comply with Amazon’s
19 Conditions of Use and its Community Guidelines fairly and in good faith.

20 **57.** Amazon also breached its implied duty to deal with Mr. Haywood in good faith
21 and to deal with him fairly by failing to explain why or how it concluded Mr. Haywood’s
22 reviews supposedly violated its Community Guidelines, failing to engage in any effort to
23 resolve its concerns short of banning Mr. Haywood and deleting all of his reviews, failing
24 to disclose that its actions were motivated by a decision to discriminate against the view-
25 points it perceived Mr. Haywood to have expressed in his book reviews, or any or all of
26 the above.

27 **58.** To the extent the parties’ contract granted Amazon discretion to monitor or

1 review content posted on its site by Mr. Haywood, Amazon failed to exercise that discre-
2 tion fairly and in good faith by misrepresenting or failing to properly disclose the criteria it
3 directly or indirectly actually employed to identify, judge, and delete his reviews and/or
4 exercising any such discretion in an arbitrary and capricious manner inconsistent with its
5 representations and undertakings regarding its maintenance, operation, and promotion of
6 its platform.

7 **59.** Mr. Haywood complied with the terms of the parties' contract at all relevant
8 times and was never in breach thereof.

9 **60.** As set forth below, Section 230 of the CDA does not bar Mr. Haywood's claim
10 against Amazon for its breach of its contract with him.

11 **61.** Mr. Haywood has been damaged by Amazon's breach of contract in that Amazon
12 has prevented him from enjoying the benefit of his contributions to Amazon's book re-
13 views and interacting with others in that forum, injured his reputation and standing in the
14 community, and prevented the exercise of his right to express his viewpoints as provided
15 for in the parties' contract and as guaranteed by law.

16 **62.** Mr. Haywood is entitled to compensatory, non-economic, consequential, inci-
17 dental, and/or nominal damages as a result of Amazon's breach of contract in excess of
18 \$75,000.

19 **Count II— Violation of the Consumer Protection Act under RCW Chapter 19.86**

20 **63.** Amazon's pattern and practice of not informing reviewers why it bans them or
21 takes down their reviews, its inconsistent application of its Conditions of Use and Com-
22 munity Guidelines to justify banning users or taking down their reviews, its use of un-
23 stated and undisclosed criteria to ban users or take down their reviews, its use of the pre-
24 text of compliance with its Conditions of Use and Community Guidelines to engage in
25 viewpoint discrimination, and its failure to disclose that it engages in viewpoint discrimi-
26 nation, singly and together constitute unfair and deceptive acts and practices under RCW
27 19.86.020, having the capacity to deceive a substantial portion of the public.

1 **64.** Amazon engages in these unfair or deceptive practices in connection with and in
2 furtherance of its business operations, enticing users to purchase products and use its ser-
3 vices in trade and commerce. Amazon users have a reasonable expectation and a reasona-
4 ble reliance that they will be able to access and use Amazon’s services on the terms and
5 conditions stated by Amazon. Amazon encourages and itself relies on these expectations
6 and reliance of its users.

7 **65.** Given Amazon’s dominance in the market for the sale and discussion of books and
8 its establishment and maintenance of a de facto public forum for political, social, and phil-
9 osophical discourse and expression, Amazon’s unfair or deceptive practices are injurious
10 to the public interest because they have the capacity to deceive a substantial portion of the
11 public.

12 **66.** Amazon’s unfair or deceptive practices have caused injury to Mr. Haywood by
13 breaching its contractual duties to him and by injuring his reputation, standing, and ability
14 to engage in the free expression of his political, social, and philosophical viewpoints and
15 derive the benefits of such expression and the associations with others that flow from it.

16 **67.** Mr. Haywood is entitled to recover his actual damages sustained as a result of
17 Amazon’s unfair or deceptive practices, plus up to three times such an amount as set
18 forth in RCW 19.86.090, the costs and attorneys’ fees incurred in bringing this action,
19 and an injunction against any further engagement in such practices by Amazon.

20 **Count III—Declaratory Judgment**

21 **68.** Section 230 of the CDA precludes a claim against Amazon arising from “any ac-
22 tion voluntarily taken in good faith to restrict access to or availability of material that the
23 provider or user considers to be obscene, lewd, lascivious, filthy, excessively violent, har-
24 assing, or otherwise objectionable, whether or not such material is constitutionally pro-
25 tected.”

26 **69.** Amazon’s pattern and practice of not informing reviewers why it bans them or
27 takes down reviews, its inconsistent application of its Conditions of Use and Community

1 Guidelines to justify banning user or taking down their reviews, its use of unstated and
2 undisclosed criteria to ban users or take down their reviews, its use of the pretext of com-
3 pliance with its Conditions of Use and Community Guidelines to engage in viewpoint dis-
4 crimination, and its failure to disclose that it engages in viewpoint discrimination, are not
5 actions taken “in good faith” within the meaning of Section 230 of the CDA.

6 **70.** Section 230 of the CDA therefore does not bar, preclude, or limit Mr. Haywood’s
7 claims as asserted herein, and Mr. Haywood is entitled to a declaration to that effect to
8 protect him from further or repeated injury by Amazon in violation of its contractual du-
9 ties and the prohibition of unfair or deceptive business practices under Washington law.

10
11 **PRAYER FOR RELIEF**

12 **WHEREFORE,** Plaintiff Charles Haywood prays this Court for the following relief:

- 13 A. Declaration that Section 230 of the CDA does not bar Mr. Haywood’s claims;
14 B. Judgment against Amazon, according to proof, for damages—
15 1. For breach of contract;
16 2. For violation of the Consumer Protection Act under RCW Chapter 19.86;
17 C. Injunction against Amazon to restore Mr. Haywood’s user privileges and deleted
18 reviews and to refrain from any unstated or undisclosed viewpoint discrimination;
19 D. Pre- and post-judgment interest thereon according to proof;
20 E. Treble damages, to the extent allowed under RCW 19.86.090;
21 F. Costs and expenses of this action;
22 G. Attorney’s fees for this action, to the extent allowed under RCW 19.86.090; and
23 H. Any other and further relief as this honorable Court shall deem just and proper.

24 Plaintiff respectfully demands trial by jury on all issues so triable.
25
26
27

1 RESPECTFULLY SUBMITTED this 26th day of July, 2021.

2 By: /s/ O. Shane Balloun

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16 **Attorneys for Charles Haywood**

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Conditions of Use

Last updated: May 3, 2021

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Corporation Service Company
300 Deschutes Way SW, Suite 208 MC-CSC1
Tumwater, WA 98501
Attn: Legal Department – Legal Process

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Amazon.com Legal Department
P.O. Box 81226
Seattle, WA 98108
phone: (206) 266-4064
e-mail: copyright@amazon.com

Courier address:
Copyright Agent
Amazon.com Legal Department
2021 7th Avenue
Seattle, WA 98121
USA

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- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
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No

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English

United States

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HAYWOOD V. AMAZON.COM, INC. ET AL.

COMPLAINT EX. A

2:21-cv-01094

Whole Foods Market
America's Healthiest
Grocery Store

Woot!
Deals and
Shenanigans

Zappos
Shoes &
Clothing

Ring
Smart Home
Security
Systems

eero WiFi
Stream 4K
Video
in Every
Room

Blink
Smart Security
for Every Home

Neighbors App
Real-Time Crime
& Safety Alerts

Amazon
Subscription
Boxes
Top
subscription
boxes – right
to your door

PillPack
Pharmacy
Simplified

Amazon
Renewed
Like-new
products
you can
trust

Hello
Select your address All ▾

Hello, Sign in
Account & Lists ▾

Returns & Orders 0

All Back to School Off to College Best Sellers Amazon Basics Today's Deals New Releases Customer Service Prime ▾ Music Books







Help & Customer Service

◀ All Help Topics

Amazon Community

- Submit a Review
- Edit Your Reviews
- Customer Reviews
- Amazon Verified Purchase Reviews
- How Are Product Star Ratings Calculated?
- Amazon Vine
- Edit Your Profile
- Edit Your Privacy Settings
- Your Profile and Sensitive Products
- Promotional Content
- Badges
- Claim Your Contributor Rewards
- Contributor Rewards
- Official Contributions Program
- Sharing Your Release with Followers Through Amazon Follow
- Amazon Follow
- Community Guidelines**
- Anti-Manipulation Policy for Customer Reviews
- Our Friend Rufus

Quick solutions

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Track or cancel orders
-  **Returns & Refunds**
Exchange or return items
-  **Manage Prime**
Cancel or view benefits
-  **Payment Settings**
Add or edit payment methods
-  **Carrier Info**
Shipping carrier information
-  **Account Settings**
Change email or password

Find more solutions

[Site Features](#) › [Amazon Community](#) ›

Community Guidelines

Guidelines for keeping the Amazon Community helpful, relevant, meaningful, and appropriate.

What is Amazon Community?

The community is a place to share your thoughts and experiences (positive and negative) with other customers. The following guidelines explain what's allowed and not allowed.

By using community features, you agree to our [conditions of use](#). You also agree to follow these guidelines, which we update from time to time. Community features include:

- Reviews (including star ratings)
- Questions and answers
- Helpful votes
- Lists and registries
- Profile pages
- Amazon Follow
- #FoundItOnAmazon
- Amazon digital and device forums
- Abuse reports

What the guidelines apply to

- Actions you take, including:
 - Sharing text, photos, videos, or links
 - Marking a review as "helpful"
- Interactions with other community members and Amazon

The guidelines don't apply to content in products or services sold on Amazon (e.g., content of a book).

Who can participate

If you have an Amazon account, you can:

- Create and update shopping lists, wish lists, or registries
- Update your profile page
- Participate in digital and device forums

To do any of the following, you need to have spent at least \$50 on Amazon.com, using a valid credit or debit card, in the past 12 months:

- Create reviews (including star ratings)
- Answer customer questions
- Submit helpful votes

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- Create idea lists
- Follow other contributors

Promotional discounts don't count towards the \$50 minimum spending requirement.

What's not allowed

Seller, order, or shipping feedback

We don't allow reviews or questions and answers that focus on:

- Sellers and the customer service they provide
- Ordering issues and returns
- Shipping packaging
- Product condition and damage
- Shipping cost and speed

Why not? Community content is meant to help customers learn about the product itself, not someone's individual experience ordering it. That said, we definitely want to hear your feedback about [sellers](#) and [packaging](#), just not in reviews or questions and answers.

Comments about pricing or availability

It's OK to comment on price if it's related to the product's value. For example, "For only \$29, this blender is really great."

Pricing comments related to someone's individual experience aren't allowed. For example, "Found this here for \$5 less than at my local store."

These comments aren't allowed because they aren't relevant for all customers.

Some comments about availability are OK. For example, "I wish this book was also available in paperback."

However, we don't allow comments about availability at a specific store. Again, the purpose of the community is to share product specific feedback that will be relevant to all other customers.

Content written in unsupported languages

To ensure that content is useful, we only allow it to be written in the supported language(s) of the Amazon site where it will appear. For example, we don't allow reviews written in French on Amazon.com. It only supports English and Spanish. Some Amazon sites support multiple languages, but content written in a mix of languages isn't allowed.

Learn which languages are supported on this Amazon site.

Repetitive text, spam, or pictures created with symbols

We don't allow contributions with distracting content and spam. This includes:

- Repetitive text
- Nonsense and gibberish
- Content that's just punctuation and symbols
- ASCII art (pictures created using symbols and letters)

Private Information

Don't post content that invades others' privacy or shares your own personal information, including:

- Phone number
- Email address
- Mailing address
- License plate
- Data source name (DSN)
- Order number

Profanity or harassment

It's OK to question others' beliefs and expertise, but be respectful. We don't allow:

- Profanity, obscenities, or name-calling
- Harassment or threats
- Attacks on people you disagree with
- Libel, defamation, or inflammatory content
- Drowning out others' opinions. Don't post from multiple accounts or coordinate with others.

Hate Speech

It's not allowed to express hatred for people based on characteristics like:

- Race
- Ethnicity
- Nationality
- Gender
- Gender identity
- Sexual orientation
- Religion
- Age
- Disability

It's also not allowed to promote organizations that use such hate speech.

Sexual content

It's OK to discuss sex and sensuality products sold on Amazon. The same goes for products with sexual content (books, movies). That said, we still don't allow profanity or obscene language. We also don't allow content with nudity or sexually explicit images or descriptions.

External links

We allow links to other products on Amazon, but not to external sites. Don't post links to phishing or other malware sites. We don't allow URLs with referrer tags or affiliate codes.

Ads or promotional content

Don't post content if its main purpose is to promote a company, website, author, or special offer.

Conflicts of interest

It's not allowed to create, edit, or post content about your own products or services. The same goes for services offered by:

- Friends
- Relatives
- Employers
- Business associates
- Competitors

Solicitations

If you ask others to post content about your products, keep it neutral. For example, don't try to influence them into leaving a positive rating or review.

Don't offer, request, or accept compensation for creating, editing, or posting content. Compensations included free and discounted products, refunds, and reimbursements. Don't try to manipulate the [Amazon Verified Purchase](#) badge by offering reviewers special pricing or reimbursements.

Have a financial or close personal connection to a brand, seller, author, or artist?

- It's OK to post content other than reviews and questions and answers, but you need to clearly disclose your connection. However, brands or businesses can't participate in the community in ways that divert Amazon customers to non-Amazon websites, applications, services, or channels. This includes ads, special offers, and "calls to action" used to conduct marketing or sales transactions. If you post content about your own products or services through a brand, seller, author, or artist account, additional labeling isn't necessary.
- Authors and publishers can continue to give readers free or discounted copies of their books if they don't require a review in exchange or try to influence the review.

Plagiarism, infringement, or impersonation

Only post your own content or content you have permission to use on Amazon. This includes text, images, and videos. You're not allowed to:

- Post content that infringes on others' intellectual property (including copyrights, trademarks, patents, trade secrets) or other proprietary rights
- Interact with community members in ways that infringe on others' intellectual property or proprietary rights
- Impersonate someone or an organization

Illegal activities

Don't post content that encourages illegal activity like:

- Violence

- Illegal drug use
- Underage drinking
- Child or animal abuse
- Fraud

We don't allow content that advocates or threatens physical or financial harm to yourself or others. This includes terrorism. Jokes or sarcastic comments about causing harm aren't allowed.

It's also not allowed to offer fraudulent goods, services, promotions, or schemes (make money fast, pyramid).

It's not allowed to encourage the dangerous misuse of a product.

Consequences for violations

Violations of our guidelines make the community less trustworthy, safe, and useful. If someone violates the guidelines, we may:

- Remove their content
- Limit their ability to use community features
- Remove related products
- Suspend or terminate their account
- Withhold payments

If we find unusual reviewing behavior, we might limit the ability to submit reviews. If we reject or remove someone's review because it violates our [promotional content guidelines](#), we won't accept any more reviews from them for the same product.

If someone violates state and federal laws, including the Federal Trade Commission Act, we might take legal action that results in civil and criminal penalties.

How to report violations

Use the "Report abuse" link near the content you want to report. If there's no "Report abuse" link, email community-help@amazon.com. Tell us where the content is and why you think it's a violation.

If someone offers you compensations to create, edit, or post content that violates our guidelines, forward the offer to community-help@amazon.com. Please include:

- Contact information
- Product detail page
- Screenshot of the compensation offer

After we receive your report, we'll investigate and take appropriate action.

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 Sell apps on Amazon
 Supply to Amazon
 Become an Affiliate
 Become a Delivery Driver
 Start a package delivery
 business
 Advertise Your Products

Amazon Payment Products

Amazon Rewards Visa Signature
 Cards
 Amazon Store Card
 Amazon Secured Card
 Amazon Business Card
 Shop with Points
 Credit Card Marketplace
 Reload Your Balance

Let Us Help You

Amazon and
 COVID-19
 Your Account
 Your Orders
 Shipping Rates &
 Policies
 Amazon Prime
 Returns &
 Replacements

English

United States

Amazon Music
Stream millions of songs

Amazon Advertising
Find, attract, and engage customers

Amazon Drive
Cloud storage from Amazon

6pm
Score deals on fashion brands

AbeBooks
Books, art & collectibles

ACX
Audiobook Publishing Made Easy

Alexa
Actionable Analytics for the Web

Sell on Amazon
Start a Selling Account

Amazon Business
Everything For Your Business

Amazon Fresh
Groceries & More Right To Your Door

AmazonGlobal
Ship Orders Internationally

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Unlimited Photo Storage Free With Prime

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Designer Fashion Brands

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Great Deals on Quality Used Products

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Shoes & Clothing

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