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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 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**