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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

CASSAUNDRA MAXWELL, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

AMAZON.COM, INC., a Delaware
corporation, and AMAZON ADVERTISING,
LLC, a Delaware limited liability company,

Defendants.

No. 2:25-cv-261

COMPLAINT—CLASS ACTION

JURY DEMAND

1 Plaintiff Cassandra Maxwell, individually and on behalf of all others similarly situated
2 (“Plaintiff”), brings this Class Action Complaint against Defendants Amazon.com, Inc. and
3 Amazon Advertising, LLC (“Amazon” or “Defendants”), seeking monetary damages, restitution,
4 and/or injunctive relief for the proposed Class, as defined below. The following allegations are
5 made upon information and belief derived from, among other things, the investigation of counsel,
6 public sources, and the facts and circumstances as currently known. Because only Amazon has
7 knowledge of all information underlying its misconduct, Plaintiff reserves the right to supplement
8 these allegations with additional facts and injuries as they are discovered.
9

10 I. INTRODUCTION

11
12 1. Hundreds of millions of Americans carry their cell phones with them wherever they
13 go. Having harvested the information about private moments and movements that these cell phones
14 contain, Amazon has monetized this information in a triumph of profit over privacy.

15 2. On information and belief, Amazon has harvested the location data of tens of
16 millions of Americans without their consent.

17 3. Amazon unlawfully obtained this location data without consumers’ knowledge by
18 licensing Amazon’s software development kit (“SDK”) to a variety of mobile applications.

19 4. SDKs provide software development tools (such as a compiler, code libraries, and
20 debuggers) that enable software developers to build applications in a more quick and standardized
21 way than would otherwise be practicable.¹
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¹ *What is an SDK?*, Amazon Web Services, <https://aws.amazon.com/what-is/sdk>, last accessed Feb. 10, 2025.

1 Plaintiff's federal claims pursuant to 18 U.S.C. §§ 2510, *et seq.*, 18 U.S.C. §§ 2701, *et seq.*, and
2 18 U.S.C. § 1030, *et seq.* arise under the laws of the United States.

3 14. This Court also has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a)
4 because all claims alleged herein form part of the same case or controversy.

5 15. This Court has personal jurisdiction over Amazon because it is authorized to and
6 regularly conducts business in the State of Washington. Amazon sells, markets, and advertises its
7 products and services to Plaintiff and Class Members located in the State of Washington and,
8 therefore, has sufficient minimum contacts to render the exercise of jurisdiction by this Court
9 proper and necessary.

10 16. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Amazon's
11 principal place of business is located in this District and a substantial part of the events or
12 omissions giving rise to the claims occurred in, was directed to, and/or emanated from this District.

15 IV. FACTUAL ALLEGATIONS

16 A. Amazon Developed Software to Collect Millions of Consumers' Location Data.

17 17. Amazon is a multinational online retail and technology company that conducts
18 business throughout the United States.

19 18. Amazon is one of the largest companies in the world. The company is ranked
20 among the five largest publicly traded companies, by revenue and market capitalization.²

21 19. Amazon's vast business dealings extend far beyond its online retail services. As
22 relevant here, Amazon operates its own advertising network: Amazon Ads.
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26 ² Luca Ventura, *World's Largest Companies in 2024*, Global Finance (Sept. 14, 2024),
<https://gfmag.com/data/biggest-company-in-the-world/>.

1 20. According to the company, Amazon Ads “offers a range of products and solutions
2 that can help businesses achieve their advertising goals.”³ And with Amazon’s “insights, reach,
3 and premium entertainment properties, you can connect with the right audiences in the right places,
4 both on Amazon and wherever they spend time.”⁴

5 21. One the products offered by Amazon Ads is its software development kit or “SDK.”

6 22. An SDK is “a set of platform-specific building tools for developers” that “put[s]
7 everything you need to develop and run software in one place.”⁵ Developers use SDKs for mobile
8 app development, web development, and cloud computing, among other uses.⁶ Advertising SDKs
9 “perform various advertising related functions such as mediation, measurement, attribution, and
10 others.”⁷

11 23. Thousands of developers have integrated the Amazon Ads SDK into their mobile
12 apps. On information and belief, Amazon Ads is embedded in more than 10,000 Android and
13 iPhone mobile apps, collectively.

14 24. On information and belief, these apps include Weather (The Weather Channel app),
15 Speedtest by Ookla, OfferUp, Truecaller: Caller ID Blocker, Zedge, Wallpapers & Ringtones,
16 Rakuten Viber Messenger, My Talking Angela, My Talking Tom, Happy Color by Numbers
17 Game, aquapark.io, and Paper.io 2.

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22 ³ FAQs, Amazon Ads, <https://advertising.amazon.com/about-us> (last accessed Feb. 6, 2025).

23 ⁴ *Id.*

24 ⁵ *What is an SDK?*, Amazon Web Services, <https://aws.amazon.com/what-is/sdk/> (last accessed
Feb. 6, 2025).

25 ⁶ *Id.*

26 ⁷ Mobile App SDKs Market Share Report May - 2024, Pivalate,
https://www.pivalate.com/hubfs/Reports_and_Documents/Mobile%20Reports/2024/Mobile%20OSDK%20Report/Pivalates%20Mobile%20SDK%20Report%20-%20Android%20-%20May%202024.pdf (last accessed Feb. 10, 2025).

1 25. These apps have been downloaded by millions of mobile users.

2 26. In North America, Amazon Ads has an estimated 84% market share in the Google
3 Play Store and an estimated 74% market share in the Apple App Store based on impression
4 volume.⁸

5 27. The Amazon Ads SDK has another purpose that the company conceals from the
6 public: harvesting consumers' data. Amazon designed its SDK to collect a vast amount of
7 individual data points from the location of a user's mobile phone.
8

9 **B. Amazon Reaps What It Sows by Harvesting and Profiting from Location Data.**

10 28. While the Amazon Ads SDK runs in the background of thousands of mobile apps,
11 it covertly withdraws sensitive location data and other data that has been and/or can be readily
12 de-anonymized.

13 29. On information and belief, once installed in a mobile app, the Amazon Ads SDK
14 harvests several types of data, including, but not limited to:

15 A. Time-stamped latitude and longitude geolocation coordinates from
16 consumers' mobile devices; and

17 B. Mobile advertising IDs ("MAIDs")⁹ (collectively "Mobile Device Data").
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24 ⁸ *Id.*

25 ⁹ Unlike internet browsers, mobile apps do not use cookies to collect identifiers. Thus, mobile
26 advertising IDs are unique and "resettable identifier[s] assigned to each mobile device" that
allow advertisers to track "interactions with their content." Nick Chasinov, Mobile Advertising
ID (MAID) Guide, *Tekniks*, [https://www.teknicks.com/blog/capture-mobile-advertising-ids-
maids/](https://www.teknicks.com/blog/capture-mobile-advertising-ids-
maids/) (last accessed Feb. 10, 2025).

1 30. Even in instances where advertising identifiers are not present, Amazon Ads
2 utilizes “billions of unique, proprietary signals to help you reach relevant audiences on Amazon
3 and beyond.”¹⁰

4 31. Unbeknownst to mobile users like Plaintiff and the Class Members, these
5 proprietary signals appear to rely on the personal geolocation data that the Amazon Ads SDK is
6 able to surreptitiously obtain and monetize.
7

8 32. Mobile users may agree to share their location while using certain apps, such as a
9 weather app, where location data provides the user with the prompt and accurate information
10 they’re seeking. But that user has no idea that Amazon, through the Amazon Ads SDK, will have
11 equal access to sensitive geolocation data that it can then exfiltrate and monetize.
12

13 33. Location data provides insights into the diverse and intimate aspects of an
14 individual’s health, such as “visiting a cancer clinic; health behaviors, such as going to the gym
15 or eating fast food; social detriments of health, such as by indicating what neighborhoods and
16 environments a person lives and works in; and social networks that may influence health, such as
17 close contact during the COVID 19 pandemic.”¹¹

18 34. Access to precise location data is especially concerning given that such data is
19 practically impossible to fully anonymize, even where unique identifiers are used instead of
20 names.¹²
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23 ¹⁰ Audiences, *Amazon Ads*, <https://advertising.amazon.com/insights-and-planning/audiences> (last
24 access Feb. 10, 2025).

25 ¹¹ Anya E.R. Prince, Location Data Are Revealing Health Information, *The Regulatory Review*,
<https://www.theregreview.org/2021/08/19/prince-location-data/>. (Aug. 19, 2021).

26 ¹² Stacey Gray, A Closer Look at Location Data: Privacy and Pandemics, *Future of Privacy
Reform*, <https://fpf.org/blog/a-closer-look-at-location-data-privacy-and-pandemics/> (Mar. 25,
2020).

1 **C. Amazon’s Lack of Privacy Disclosures.**

2 35. Amazon claims to have “a longstanding commitment to privacy and data
3 security.”¹³ However, mobile users of third-party apps receive no notice that the Amazon Ads
4 SDK is running in the background and thereby receiving equal access to the user’s location data.
5 Nor is it readily apparent within the various mobile apps that the Amazon Ads SDK may be
6 embedded within.

7
8 36. When a mobile application embedded with the Amazon Ads SDK requests
9 location permission, users are not provided with an opportunity to grant or deny access to
10 Amazon as well. Nor does Amazon inform users that it is harvesting and selling their highly
11 personal data.

12 **D. Plaintiff Maxwell’s Experience.**

13 37. Ms. Maxwell uses the Weather Channel and OfferUp apps on her phone—apps
14 that both have embedded the Amazon Ads SDK.

15
16 38. On information and belief, the Amazon Ads SDK collected personal data,
17 including location data from Ms. Maxwell’s phone, without her knowledge or consent. Amazon
18 then relied on this data for its own personal gain and/or to sell her data to others.

19 39. Ms. Maxwell was completely unaware that the Amazon Ads SDK was embedded
20 within the apps she uses on her phone. She was equally unaware that that the Amazon Ads SDK
21 was harvesting her data and sending to Amazon for Amazon’s own profit-seeking purposes.
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26 ¹³ Advertising, Data Protection and Privacy, *Amazon Ads*,
<https://advertising.amazon.com/resources/ad-policy/eu-data-protection-and-privacy> (last
accessed Feb. 10, 2025).

1 **V. STATUTE OF LIMITATIONS**

2 40. Amazon did not disclose its practice of data harvesting and selling through its
3 Amazon Ads.

4 41. The covert manner in which the Amazon Ads SDK operates in the background of
5 third-party apps obscured from mobile users that they were sharing their location data with
6 Amazon. At no point were mobile users informed that the Amazon Ads SDK might collect and
7 sell their data, let alone given an opportunity to opt out of the process.
8

9 42. Thus, any applicable statute of limitations has been tolled.

10 **VI. CLASS ACTION ALLEGATIONS**

11 43. Pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3), as applicable, and (c)(4), Plaintiff
12 seeks certification of the following class (the “Class”):
13

14 **All natural persons residing in the United States whose Mobile Device Data
was obtained by Defendants through the Amazon Ads SDK.**

15 44. Excluded from the Class are Amazon; Amazon’s officers, directors, legal
16 representatives, successors, subsidiaries, and assigns; any entity in which Amazon has a
17 controlling interest; and all individuals who make a timely election to be excluded from this
18 proceeding using the proper opt out protocol. Also excluded from the Class are any judicial officer
19 presiding over this matter, members of their immediate family, and members of their judicial staff.
20

21 45. Certification of Plaintiff’s claims for classwide treatment is appropriate because
22 Plaintiff can prove the elements of their claims regarding liability and entitlement to injunctive
23 relief and damages on a classwide basis using the same evidence as would be used to prove those
24 elements in individual actions alleging the same claims.

25 46. Plaintiff reserves the right to modify or amend the foregoing Class definitions
26 before the Court determines whether certification is appropriate.

1 47. **Numerosity: Federal Rule of Civil Procedure 23(a)(1).** The members of the
2 Class are so numerous and geographically dispersed that individual joinder of all Class Members
3 in a single proceeding is impracticable. While the exact number of Class Members is unknown at
4 this time, as noted above, it has been reported that the Amazon Ads SDK is embedded within
5 thousands of mobile apps that have been downloaded by millions of users.
6

7 48. **Commonality and Predominance: Federal Rules of Civil Procedure 23(a)(2)**
8 **and 23(b)(3).** This action involves common questions of law and fact, which predominate over
9 any questions affecting individual Class Members. These common questions include:

- 10 a. Whether Amazon engaged in the conduct of collecting location and/or other
11 data;
- 12 b. Whether Plaintiff and Class Members were privy or consented to the collection
13 of their data;
- 14 c. Whether Amazon allowed third parties to access the location and/or other data;
- 15 d. Whether Amazon used the location and/or other data to target Plaintiff and
16 Class Members with advertisements;
- 17 e. Whether Amazon’s conduct violates the Federal Wiretap Act and/or Electronic
18 Communications Privacy Act;
- 19 f. Whether Amazon’s conduct violates the Computer Fraud and Abuse Act;
- 20 g. Whether Amazon’s conduct violates the Stored Communications Act;
- 21 h. Whether Amazon’s conduct is a violation of privacy under common law;
- 22 i. How much Amazon profited from its practice; and
- 23 j. Whether Amazon’s conduct should be enjoined.

24 49. Amazon engaged in a common course of conduct giving rise to the claims advanced
25 by Plaintiff on behalf of themselves and all other Class Members. Individual questions, if any, are
26 outnumbered by the overwhelming numerous common questions presented here.

1 50. **Typicality: Federal Rule of Civil Procedure 23(a)(3).** Plaintiff's claims are
2 typical of other Class Members' claims because Plaintiff and Class Members were subjected to
3 the same allegedly unlawful conduct and harmed in the same way. Plaintiff's damages and injuries
4 are akin to those of other Class Members, and Plaintiff seeks relief consistent with the relief of the
5 Class.

6
7 51. **Adequacy of Representation: Federal Rule of Civil Procedure 23(a)(4).**
8 Consistent with Rule 23(a)(4), Plaintiff is an adequate representative of the Class because Plaintiff
9 is a member of the Class and is committed to pursuing this matter against Amazon to obtain relief
10 for the Class. Plaintiff has no conflict of interest with the Class. Plaintiff's Counsel are competent
11 and experienced in litigating class actions, including extensive experience in data breach and
12 privacy litigation. Plaintiff intends to vigorously prosecute this case and will fairly and adequately
13 protect the Class's interests.

14
15 52. **Predominance and Superiority: Federal Rule of Civil Procedure 23(b)(3).**
16 Consistent with Rule 23(b)(3), a class action is superior to any other available means for the fair
17 and efficient adjudication of this controversy, and no unusual difficulties are likely to be
18 encountered in the management of this class action. Common issues in this litigation also
19 predominate over individual issues because those issues discussed in the above paragraph on
20 commonality are more important to the resolution of this litigation than any individual issues. The
21 purpose of the class action mechanism is to permit litigation against wrongdoers even when
22 damages to individual plaintiffs may not be sufficient to justify individual litigation. Here, the
23 damages suffered by Plaintiff and the Class are relatively small compared to the burden and
24 expense required to individually litigate their claims against Amazon, and thus, individual
25 litigation to redress Amazon's wrongful conduct would be impracticable. Individual litigation by
26

1 58. Plaintiff incorporates the allegations above.

2 59. The Federal Wiretap Act (“FWA”), as amended by the Electronic Communications
3 Privacy Act of 1986 (“ECPA”), prohibits the intentional interception, use, or disclosure of any
4 wire, oral, or electronic communication.

5 60. Under the FWA, no person may intentionally intercept, endeavor to intercept, or
6 procure “any wire, oral, or electronic communication.” 18 U.S.C. § 2511(1)(a). Similarly, it is
7 unlawful for any person to intentionally disclose, or endeavor to disclose, to any other person or
8 to intentionally use, or endeavor to use, the “contents of any wire, oral, or electronic
9 communication, knowing or having reason to know that” the communication was obtained in
10 violation of the FWA. 18 U.S.C. § 2511(1)(c) & (d).

11 61. The FWA confers a private right of action for any person whose wire, oral, or
12 electronic communication is intercepted, used, or disclosed in violation of the FWA. 18 U.S.C.
13 § 2520(a).

14 62. The FWA defines “intercept” as “the aural or other acquisition of the contents of
15 any wire, electronic, or oral communication through the use of any electronic, mechanical, or other
16 device.” 18 U.S.C. § 2510(4).

17 63. The FWA defines “electronic communication” as “any transfer of signs, signals,
18 ... data, or intelligence of any nature transmitted in whole or in part by a wire, radio,
19 electromagnetic, photoelectronic or photooptical system that affects interstate or foreign
20 commerce.” 18 U.S.C. § 2510(12).

21 64. The FWA defines “electronic, mechanical, or other device” as “any device or
22 apparatus which can be used to intercept a wire, oral, or electronic communication.” 18 U.S.C.
23 § 2510(5).

1 65. The FWA defines “contents,” with respect to any covered communication, to
2 include “any information concerning the substance, purport, or meaning of that communication.”
3 18 U.S.C. § 2510(8).

4 66. The FWA defines “person” to include “any individual, partnership, association,
5 joint stock company, trust, or corporation.” 18 U.S.C. § 2510(6).

6 67. Defendants are each a person as defined in 18 U.S.C. § 2510(6).

7 68. The data and transmissions within, to, and from Plaintiff’s and Class Members’
8 mobile devices constitute “electronic communications,” as defined by 18 U.S.C. § 2510(12),
9 because they are transfers of signals, data, and intelligence transmitted by electromagnetic,
10 photoelectronic or photooptical systems that affect interstate commerce.

11 69. As alleged above, through the Amazon Ads SDK, Defendants intercepted, in real
12 time, contemporaneously, and as it was transmitted, the contents of electronic communications
13 transmitted within, to, and from Plaintiff’s and Class Members’ mobile devices and third-party
14 apps, and diverted those communications to Defendants.

15 70. As detailed herein, Plaintiff and Class Members were not aware of and did not
16 consent to Defendants’ interception of their electronic communications.

17 71. The electronic communications that Defendants intercepted are tied to individuals
18 and are not anonymized because, on information and belief, the Amazon Ads SDK collects app
19 users’ mobile device identifiers and other information that app developers provide to Amazon.

20 72. Common understanding and experience of how mobile apps function create a
21 reasonable expectation that Defendants would not surreptitiously intercept and divert the electronic
22 communications described above.

1 73. In a further violation of the FWA, defendants have intentionally used or endeavored
2 to use the contents of the electronic communications described above, knowing or having reason
3 to know that the information was obtained through interception in violation of 18 U.S.C.
4 § 2511(1)(a). *See* 18 U.S.C. § 2511(1)(d).

5 74. Defendants have used the illicitly obtained contents of these electronic
6 communications to, *inter alia*: (1) personalize advertising recommendations to consumers, thereby
7 obtaining further profits; and (2) strengthen their profitable targeted advertising business.

8 75. Consequently, Plaintiff and Class Members have suffered harm and injury due to
9 the interception, disclosures, and/or use of electronic communications containing their private
10 information.

11 76. Under 18 U.S.C. § 2520, Plaintiff and Class Members have been damaged by the
12 interception, disclosure, and/or use of their communications in violation of the FWA and are
13 entitled to: (1) appropriate equitable or declaratory relief; (2) damages, in an amount to be
14 determined at trial, assessed as the greater of (a) the sum of the actual damages suffered by Plaintiff
15 and Class Members and any profits made by Defendants as a result of these violations or (b)
16 statutory damages for each Class Member of whichever is the greater of \$100 per day per violation
17 or \$10,000; and (3) reasonable attorneys' fees and other litigation costs reasonably incurred.

18 77. Plaintiff and Class Members seek compensatory, injunctive, and equitable relief in
19 an amount to be determined at trial, including an award of reasonable attorneys' fees and costs and
20 punitive or exemplary damages for Defendants' willful violations.

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24 **COUNT TWO — VIOLATION OF THE STORED COMMUNICATIONS ACT, 18 U.S.C.**
25 **§§ 2701, *et seq.***

26 78. Plaintiff brings this claim on behalf of herself and the nationwide class.

79. Plaintiff incorporates the allegations above.

1 80. The Stored Communications Act (“SCA”), enacted in 1986 as part of the ECPA,
2 creates a civil remedy for those whose stored electronic communications have been obtained by
3 one who “intentionally accesses without authorization” or “intentionally exceeds an authorization
4 to access” a facility through which an electronic communication service (“ECS”) is provided. 18
5 U.S.C. §§ 2701, 2707.

6
7 81. The SCA reflects Congress’s judgment that users have a legitimate interest in the
8 confidentiality and privacy of communications in electronic storage and confers a private right of
9 action for individuals who have been harmed by knowing or intentional conduct that is in violation
10 of the SCA. 18 U.S.C. § 2707(a).

11 82. “Electronic communication” under the SCA is defined as “any transfer of signs,
12 signals, . . . data, or intelligence of any nature transmitted in whole or in part by a wire, radio,
13 electromagnetic, photoelectronic or photooptical system that affects interstate or foreign
14 commerce.” 18 U.S.C. § 2510(12).

15
16 83. “Electronic storage” is defined as “(A) any temporary, intermediate storage of a
17 wire or electronic communication incidental to the electronic transmission thereof; and (B) any
18 storage of such communication by an electronic communication service for purposes of backup
19 protection of such communication” 18 U.S.C. §§ 2510(17) (incorporated by reference in 18
20 U.S.C. § 2711(1)).

21
22 84. Plaintiff and Class Members, as individuals, and Defendants, as corporations or
23 legal entities, are “persons” within the meaning of 18 U.S.C. § 2510(6), and for purposes of 18
24 U.S.C. § 2707.

25 85. The data transmitted to and from Plaintiff’s and Class Members’ mobile devices
26 constitute “electronic communications” within the meaning of the SCA. 18 U.S.C. § 2510(12).

1 86. As alleged above, Defendants have unlawfully accessed, collected, analyzed, and
2 derived financial benefit from Plaintiff's and Class Members' personal and location data.

3 87. Without their knowledge or consent, Plaintiff's and Class Members' data was
4 intentionally intercepted by Defendants.

5 88. Without their knowledge or consent, Plaintiff's and Class Members' data was
6 intentionally stored by Defendants.

7 89. As detailed herein, Plaintiff and Class Members were not aware of and did not
8 consent to Defendants' interception of their electronic communications.

9 90. Defendants violated the SCA, 18 U.S.C. § 2701, by willfully and intentionally
10 accessing Plaintiff's and Class Members' private communications and data stored in app users'
11 mobile phones without authorization or in excess of authorization.

12 91. As a result of Defendants' conduct, Plaintiff and Class Members are entitled to all
13 relief set forth in 18 U.S.C. § 2707, including declaratory and equitable relief, compensatory
14 damages measured by actual damages and Defendants' profits, reasonable attorneys' fees and
15 costs, all available statutory relief, and punitive damages as determined by the Court.

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18 **COUNT THREE — VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT, 18**
19 **U.S.C. § 1030, *et seq.***

20 92. Plaintiff brings this claim on behalf of herself and the nationwide class.

21 93. Plaintiff incorporates the allegations above.

22 94. The Computer Fraud and Abuse Act ("CFAA"), enacted in 1986 as part of the
23 ECPA, prohibits the intentional accessing, without authorization or in excess of authorization, of
24 a computer under certain circumstances. 18 U.S.C. § 1030(a).

25 95. The CFAA reflects Congress's judgment that users have a legitimate interest in the
26 confidentiality and privacy of information within their computers.

1 96. The CFAA provides that it is unlawful to “intentionally access a computer without
2 authorization or exceed[] authorized access, and thereby obtain[] . . . information from any
3 protected computer.” 18 U.S.C. § 1030(a)(2)(c).

4 97. Further, the CFAA mandates that it is unlawful to “knowingly and with intent to
5 defraud, access[] a protected computer without authorization or exceed[ing] authorized access”
6 and thereby “further[] the intended fraud and obtain[] anything of value” 18 U.S.C. § 1030(a)(4).

7 98. Plaintiff and Class Members, as individuals, and Defendants, as corporations or
8 legal entities, are “persons” within the meaning of the CFAA. 18 U.S.C. § 1030(e)(12).

9 99. A “computer” is defined as “an electronic, magnetic, optical, electrochemical, or
10 other high speed data processing device performing logical, arithmetic, or storage functions, and
11 includes any data storage facility or communications facility directly related to or operating in
12 conjunction with such device.” 18 U.S.C. § 1030(e)(10).

13 100. “Exceeds authorized access” is defined as “to access a computer with authorization
14 and to use such access to obtain or alter information in the computer that the accesser is not entitled
15 so to obtain.” 18 U.S.C. § 1030(e)(6).

16 101. A “protected computer” is defined as “a computer . . . which is used in or affecting
17 interstate or foreign commerce or communication . . . , [or that] has moved in or otherwise affects
18 interstate or foreign commerce.” 18 U.S.C. § 1030(e)(2)(B).

19 102. Plaintiff’s and Class Members’ mobile devices are created in facilities across the
20 world and utilize GPS, cellular, and Wi-Fi networks to send and receive information and electronic
21 communications across state lines and internationally. As a result, Plaintiff’s and Class Members’
22 mobile devices constitute both “computers” and “protected computers” within the meaning of the
23 CFAA. 18 U.S.C. § 1030(e)(1), 18 U.S.C. § 1030(e)(2)(B).
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1 103. Defendants’ use of the Amazon Ads SDK constitutes access to Plaintiff’s and Class
2 Members’ mobile devices.

3 104. Through the Amazon Ads SDK, Defendants intentionally accessed Plaintiff’s and
4 Class Members’ protected computers without their authorization or consent, or in a manner that
5 exceeded Plaintiff’s and Class Members’ authorization, and obtained information therefrom in
6 contravention of the CFAA. 18 U.S.C. § 1030(a)(2)(C).

7
8 105. Defendants’ misconduct constitutes a knowing intent to defraud Plaintiff and Class
9 Members of their personal data and to thereby derive financial gain. 18 U.S.C. § 1030(a)(4).

10 106. Plaintiff and Class Members have suffered harm and injury due to Defendants’
11 unauthorized access to the communications containing their private and personal information.

12 107. A civil action for violation of the CFAA is proper if the conduct involves “loss to
13 1 or more persons during any 1-year period . . . aggregating at least \$5,000 in value.” 18 U.S.C.
14 § 1030(c)(4)(A)(i)(I). Because the loss to Plaintiff and Class Members during any one-year period
15 within the relevant timeframe, including the loss of their privacy interest in and control over their
16 personal data, exceeded \$5,000 in aggregate, Plaintiff and the Class are entitled to bring this civil
17 action and are entitled to economic damages, compensatory damages, injunctive, equitable, and
18 all available statutory relief, as well as their reasonable attorney’s fees and costs and other relief
19 as permitted by the CFAA. 18 U.S.C. § 1030(g).

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21
22 **COUNT FOUR — VIOLATION OF THE WASHINGTON CONSUMER PROTECTION
23 ACT, RCW § 19.86, et seq.**

24 108. Plaintiff brings this claim on behalf of herself and the nationwide class.

25 109. Plaintiff incorporates the allegations above.

1 110. The Washington Consumer Protection Act (“CPA”), RCW 19.86 *et seq.*, provides
2 consumers with a comprehensive procedure for redressing unfair or deceptive business practices.

3 111. Washington law recognizes a private right of action to any person injured in her
4 property by an “unfair or deceptive act or practice” pursuant to Wash. Rev. Code. Ann.
5 § 19.86.090.
6

7 112. Amazon is a “[p]erson” as defined by Wash. Rev. Code Ann. § 19.86.010(1).

8 113. The CPA deems unfair methods of competition and unfair or deceptive acts or
9 practices in the conduct of any trade or commerce as unlawful.

10 114. Amazon advertised, offered, or sold goods or services in Washington and engaged
11 in trade or commerce directly or indirectly affecting the people of Washington, as defined by
12 Wash. Rev. Code Ann. § 19.86.010(2).
13

14 115. Amazon engaged in unfair or deceptive acts or practices in the conduct of trade or
15 commerce, in violation of Wash. Rev. Code Ann. § 19.86.020, as described herein.

16 116. Amazon’s representations and omissions were material because they were likely
17 to deceive reasonable consumers to believe their user and location data would be kept private
18 and protected from unauthorized disclosure.

19 117. Amazon acted intentionally, knowingly, and maliciously to violate Washington’s
20 CPA, and recklessly disregard Plaintiff’s rights with knowledge of the improper collection of and
21 misuse of private user and location data.
22

23 118. Amazon’s acts and omissions as alleged herein violate the Washington CPA
24 because they: (1) are unfair or deceptive acts or practices; (2) are committed in the course of
25 Amazon’s business; (3) have a pervasive public interest impact and have the potential to deceive
26 a substantial portion of the public; and (4) caused or had capacity to cause injury to Plaintiff and

1 Class Members, including hundreds of thousands of Washingtonians affected by Amazon’s
2 deceptive business practices.

3 119. Defendants’ violation of Washington’s My Health My Data Act—a statute
4 designed to recognize and protect the fundamental privacy rights of Washingtonians—also
5 constitutes a *per se* violation of the Washington CPA.
6

7 120. Defendants have violated and continue to violate the CPA by covertly harvesting
8 and selling Plaintiff’s and Class Members’ location data without the consent or knowledge of
9 Plaintiff and Class Members.

10 121. Amazon’s conduct is a matter of public interest because its activities have led to
11 the unknowing harvesting of potentially millions of individual’s personal data.
12

13 122. As a direct and proximate result of Amazon’s violations of the CPA, Plaintiff and
14 Class Members have suffered and will continue to suffer injury, ascertainable losses of money or
15 property, and monetary and non-monetary damages.

16 123. Plaintiff has suffered injuries in fact and lost money or property due to Amazon’s
17 business acts and practices. Plaintiff’s personal data has tangible value. Their personal content is
18 in the possession of third parties who have used and will use it for their own advantage,
19 including financial gains, or was and is being sold for value, making it clear that the person
20 content has tangible value.
21

22 124. The personal data shared with third parties allows that data to be aggregated with
23 other data to identify and target Plaintiff. Accordingly, Plaintiff is at an increased risk of identity
24 theft due to Amazon’s practices concerning the harvesting of such data and sharing of data with
25 third parties.
26

1 125. Through their unlawful, unfair, and deceptive acts and practices, Amazon has
2 unfairly obtained, and continues to unfairly obtain, money from the sale of Plaintiff's and Class
3 Members' data.

4 126. Plaintiff seeks all monetary and non-monetary relief allowed by law, including
5 actual damages, treble damages, injunctive relief, civil penalties, and attorneys' fees and costs.
6

7 **COUNT FIVE — VIOLATION OF THE WASHINGTON MY HEALTH MY DATA**
8 **ACT, RCW 19.373, et seq.**

9 127. Plaintiff brings this claim on behalf of herself and the nationwide class.

10 128. Plaintiff incorporates the allegations above.

11 129. Plaintiff's privacy is a fundamental right and essential element of her individual
12 freedom as recognized by Washington law.

13 130. Amazon is a "[r]egulated entity" as defined by Wash. Rev. Code. Ann.
14 § 19.373.010(23).

15 131. As a natural person who is a resident of Washington, Plaintiff is a "[c]onsumer"
16 as defined by Wash. Rev. Code. Ann. § 19.373.010(7).

17 132. Amazon collected Plaintiff's consumer health data, including biometric data and
18 precise location information that could reasonably indicate a consumer's attempt to acquire or
19 receive health services or supplies.
20

21 133. Prior to harvesting and sharing Plaintiff's personal data, Amazon never obtained
22 consent. Nor did Amazon clearly and conspicuously disclose the categories of consumer health
23 data collected or shared; the purpose of the collection or sharing of consumer health data; the
24 categories of entities with whom the consumer health data is shared; and how the consumer can
25 withdraw consent from future collection.
26

134. Plaintiff seeks all monetary and non-monetary relief allowed by law.

1 **COUNT SIX — INVASION OF PRIVACY – INTRUSION INTO PRIVATE AFFAIRS**

2 135. Plaintiff brings this claim on behalf of herself and the nationwide class.

3 136. Plaintiff incorporates the allegations above.

4 137. Plaintiff's and the Class Members location data and other personal data captures
5 sensitive and private information about their daily lives as they frequent medical appointments,
6 pharmacies, places of worship, and the homes of family and friends.
7

8 138. Plaintiff and Class Members reasonably expected that the location data they
9 shared with third-party apps would be protected and secured and would not be disclosed to
10 Amazon or subsequent third-parties looking to buy that data.

11 139. Amazon intentionally intruded upon the private affairs and concerns of Plaintiff
12 by improperly accessing and obtaining Plaintiff's location data and using it for improper
13 purposes, including by targeting Plaintiff with advertisements and/or enabling the targeting of
14 Plaintiff with such advertisements.
15

16 140. Amazon intentionally intruded upon the private affairs and concerns of Plaintiff
17 by covertly accessing and harvesting Plaintiff's data while running in the background of third-
18 party mobile apps whose own consent to access the data was entirely distinct from Amazon's
19 ulterior motives.
20

21 141. Amazon's intrusion upon the private affairs and concerns of Plaintiff were
22 substantial, and would be highly offensive to a reasonable person, constituting an egregious
23 breach of social norms.

24 142. Amazon's conduct is especially offensive and egregious, in that Amazon intruded
25 upon the private affairs and concerns of Plaintiff for its own commercial benefit—to increase its
26 growth and to attract and obtain advertising revenue.

1 143. Plaintiff did not consent to Amazon’s intrusion upon her private affairs and
2 concerns. In fact, Plaintiff had no idea that Amazon even had access to her data through certain
3 mobile apps.

4 144. Plaintiff suffered actual and concrete injury as a result of Defendants’ intrusion
5 upon Plaintiff’s private affairs and concerns.

6
7 145. Plaintiff and Class Members seek appropriate relief for that injury, including but
8 not limited to damages that will reasonably compensate Plaintiff for the harm to her privacy
9 interests, risk of future invasions of privacy, and the mental and emotional distress caused by
10 Amazon’s invasions of privacy, as well as disgorgement of profits made by Amazon as a result
11 of their intrusion upon Plaintiff’s private affairs and concerns.

12 **COUNT SEVEN — UNJUST ENRICHMENT**

13 146. Plaintiff brings this claim on behalf of herself and the nationwide class.

14 147. Plaintiff incorporates the allegations above.

15
16 148. Plaintiff and Class Members have an interest, both equitable and legal, in their
17 personal data and location data that was collected, withdrawn, and sold by Amazon.

18 149. Amazon benefitted from the conferral upon it of location data pertaining to
19 Plaintiff and Class Members and by its ability to retain, use, sell, and profit from that
20 information. Amazon understood these benefits.

21 150. Amazon also understood and appreciated that the geolocation data from mobile
22 users of apps with the Amazon Ads SDK was private and personal.

23
24 151. But for Amazon’s covert access to and withdrawal of personal location data, that
25 data would not have been obtained by Amazon.

1 152. By using and selling Plaintiff and Class Members' location data, Amazon sold
2 more services and products than it otherwise would have. Amazon was unjustly enriched by
3 profiting from the additional services and products it was able to market, sell, and create to the
4 detriment of Plaintiff and Class Members.

5
6 153. Amazon also benefited through its unjust conduct in the form of profits it gained
7 through the use of Plaintiff and Class Members' data.

8 154. It is inequitable for Amazon to retain these benefits.

9 155. As a result of Amazon's wrongful conduct as alleged herein, Amazon has been
10 unjustly enriched at the expense of, and to the detriment of, Plaintiff and Class Members.

11 156. Amazon's unjust enrichment can be traced to, and resulted directly and
12 proximately from, the conduct alleged herein, including the harvesting, withdrawal, and sale of
13 Plaintiff's and Class Members' sensitive data.

14
15 157. It is unjust for Amazon to retain these wrongfully obtained benefits and such
16 retention of wrongfully obtained monies would violate fundamental principles of justice, equity,
17 and fairness.

18 158. The benefit conferred upon, received, and enjoyed by Amazon was not conferred
19 officiously or gratuitously, and it would be inequitable, unfair, and unjust for Amazon to retain
20 the benefit.

21 159. Plaintiff has no adequate remedy at law.

22
23 160. Amazon is therefore liable to Plaintiff and Class Members for restitution or
24 disgorgement in the amount of the benefit conferred on Amazon as a result of its wrongful
25 conduct, including the value to Amazon of the personal data that was stolen and the profits
26 Amazon received and is receiving from the use of that information.

VIII. PRAYER FOR RELIEF

1
2 Plaintiff, individually and on behalf of members of the Class, respectfully requests that
3 the Court enter judgment in Plaintiff’s favor and against Amazon, as follows:

4 161. That the Court certify this action as a class action, proper and maintainable
5 pursuant to Rule 23 of the Federal Rules of Civil Procedure; declare that Plaintiff is a proper
6 class representative; and appoint Plaintiff’s Counsel as Class Counsel;

7
8 162. That the Court grant permanent injunctive relief to prohibit Amazon from
9 continuing to engage in the unlawful acts, omissions, and practices described herein, including
10 prohibiting Amazon from engaging in the wrongful and unlawful acts described herein;

11 163. That the Court award Plaintiff and the Class compensatory, consequential,
12 general, and nominal damages in an amount to be determined at trial;

13
14 164. That the Court order disgorgement and restitution of all earnings, profits,
15 compensation, and benefits received by Amazon as a result of its unlawful acts, omissions, and
16 practices;

17 165. That the Court award statutory damages, trebled, and punitive or exemplary
18 damages, to the extent permitted by law;

19 166. That Plaintiff be granted the declaratory relief sought herein;

20 167. That the Court award to Plaintiff the costs and disbursements of the action, along
21 with reasonable attorneys’ fees, costs, and expenses;

22 168. That the Court award pre- and post-judgment interest at the maximum legal rate;
23 and
24

25 169. That the Court grant all such other relief as it deems just and proper.
26

1 **IX. DEMAND FOR JURY TRIAL**

2 Plaintiff demands a jury trial on all claims so triable.

3 RESPECTFULLY SUBMITTED this 10th day of February, 2025.

4 KELLER ROHRBACK L.L.P.

5 By: /s/ Derek W. Loeser

6 Derek W. Loeser, WSBA #24274

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