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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

AMANDA CAUDEL, individually, and on
behalf of those similarly situated,

Plaintiff,

v.

AMAZON.COM, INC.,

Defendant.

CASE NO. _____

CLASS ACTION COMPLAINT

Demand for Jury Trial

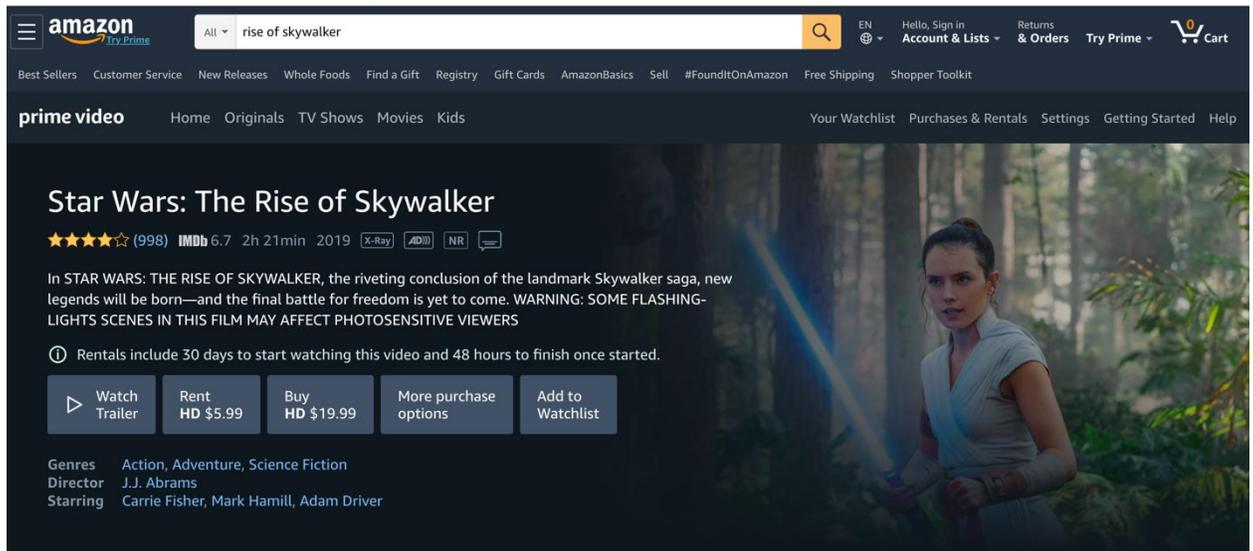
1 Plaintiff Amanda Caudel (“Plaintiff”) by her attorneys alleges upon information and
2 belief, except for allegations pertaining to Plaintiff, which are based on personal knowledge:

3 1. Amazon.com, Inc. (“Defendant”) is the largest American online retailer and
4 includes among its myriad services the option for consumers to **rent** or **buy** movies, television
5 shows and other media (the “Video Content”) for a fee.

6 2. In the event that a consumer “Rents” Video Content, Defendant advertises that, for
7 a fee of around \$5.99, the consumer will have access to the Video Content for 30 days and then for
8 48 hours after the consumer first watches the Video Content.

9 3. For a much higher fee of around \$19.99, Defendant offers the option to “Buy” the
10 Video Content.

11 4. Below is a representative example of the options available to a consumer on
12 Defendant’s website at the digital point-of-sale:



22 5. When a consumer chooses the option to “Buy” on the page of the Video Content by
23 clicking on the “Buy” button, the Video Content instantly becomes available in the consumer’s
24 video library without the consumer needing to accept any terms and conditions pursuant to a
25 clickwrap agreement.
26
27

1 10. Defendant’s representations are misleading because they give the impression that
2 the Video Content is purchased – *i.e.* the person owns it - when in fact that is not true because
3 Defendant or others may revoke access to the Video Content at any time and for any reason.

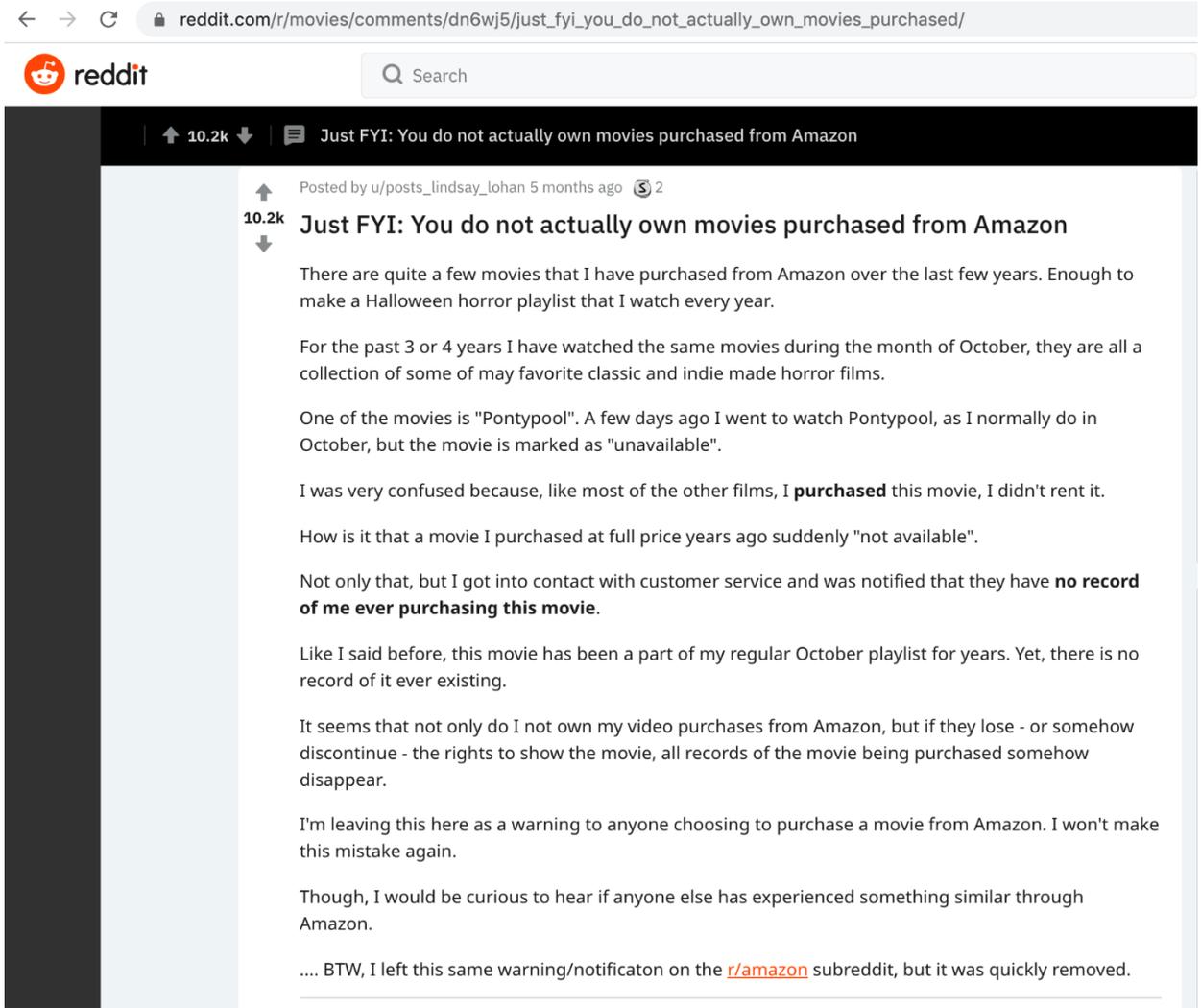
4 11. In so representing the “Purchase” of Video Content as true ownership of the content,
5 Defendant took advantage of the (1) cognitive shortcuts made at the point-of-sale, *e.g.* Rent v. Buy
6 and (2) price of the Video Content, which is akin to an outright purchase versus a rental.

7 12. Though some consumers may get lucky and never lose access to any of their paid-
8 for media, others may one day find that their Video Content is now completely inaccessible.
9 Regardless, all consumers have overpaid for the Video Content because they are not in fact owners
10 of the Video Content, despite have paid extra money to “Buy” the product.

11 13. Defendant’s representations that consumers are truly purchasing their Video
12 Content are designed to – and do – deceive, mislead and defraud consumers. A real-life experience
13 listed on a Reddit post explains the disappearing Video Content issue:

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14. The above complaint posted around five months ago is not new news for Defendant. Indeed, Defendant has been aware for close to a decade that consumers are routinely misled by the manner in which it “sells” Video Content.

15. A Consumer Reports article from October 16, 2012 titled [That Amazon Video You Bought? You May Not Actually Be Able To Watch It](https://www.consumerreports.org/consumerist/that-amazon-video-you-bought-you-may-not-actually-be-able-to-watch-it/) (available at <https://www.consumerreports.org/consumerist/that-amazon-video-you-bought-you-may-not-actually-be-able-to-watch-it/>) discusses Defendant’s unfair ability to pull “Purchased Digital Content” at any time: “This restriction isn’t mentioned on the purchase page of the movie, nor is the customer given any such warning during the buying process. It’s not even directly mentioned on the “Amazon Instant Video Usage Rules” page.” The article goes on to say that, “We’ve written

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