

## AMAZON GOES AFTER JOB SCAMMERS

Amazon continues its legal attacks against fraudsters and scammers.

In a brazen scheme that exploited Amazon's trusted brand name, a network of companies and individuals defrauded job seekers across the United States with false promises of lucrative work-from-home opportunities.

Amazon filed a federal lawsuit against the scammers to halt their operations and to recover money that was stolen as part of the scam operations.

Jamie Wendell, a cybercrime attorney with Amazon posted the news and announced that they held the ringleader of the scam Roy Oron accountable for his bad deeds.

Amazon donated the recovered money to the BBB Scam Tracker.

### How The Scheme Worked - A Deceptive Sales Funnel

At the heart of the operation was a carefully orchestrated sales funnel:

1. Unsolicited robocalls claimed to offer "work at home opportunities with Amazon," often citing specific hourly rates like \$27.50 per hour.
2. Victims were directed to websites with domain names like amazonprofits.org and amazonwealth.org.
3. These sites redirected through a series of domains controlled by the defendants.
4. Users ultimately landed on a page festooned with Amazon's logo, photos of CEO Jeff Bezos, and promises of earning "as much as \$14,000" monthly.



**Jamie Wendell** · 2nd  
Cybercrime Attorney  
3d · 🌐

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This week, we concluded a multi-year pursuit of the bad actors behind a fake job scam that harmed millions of consumers in the US.

In 2019, [Amazon](#) filed a lawsuit against the perpetrators of a job scam that used telemarketing and deceptive websites to defraud people interested in working for Amazon. The scheme's scale caused the [Better Business Bureau](#) (BBB) to release a nationwide alert. Our investigation uncovered the US-based individuals who facilitated the telemarketing scheme, as well as the main perpetrator, Roy Oron, located in Israel. We quickly stopped the scheme and held the US parties accountable.

We then began a multi-year pursuit around the world to hold Oron accountable—despite his efforts to avoid enforcement of our US judgment. This week, after years of work and multiple proceedings, we secured a \$1 million judgment against Oron in Israel.

Holding bad actors accountable is often a long journey, but Amazon remains steadfast. Amazon will pursue bad actors around the world, through multiple jurisdictions and legal proceedings, in order to hold them accountable for harming our customers, partners, and business.

And, to bring the case full circle, Amazon donated money recovered from these bad actors to fund the BBB's revamped Scam Tracker ([www.bbb.org/scamtracker](http://www.bbb.org/scamtracker)) to help protect consumers against future scams!

5. After submitting personal information, victims were pressured to purchase "website services" with no actual connection to Amazon.

### **Key Players in the Alleged Fraud**

The lawsuit names several key players:

- **Roy Oron** and **Maayan Marzan**: Israeli business partners who allegedly controlled the final websites and received payments from victims.
- **Cash Network, LLC**: A Utah-based affiliate marketing company that allegedly managed the flow of web traffic.
- **First Impression Interactive, Inc.**: An Illinois company accused of operating the robocall campaign that initially lured victims.

"This scheme started with unsolicited phone calls operated by First Impression Interactive, Inc.—an Illinois marketing company, run by Defendants Jeffrey Giles and Dale Brown, that specializes in 'lead' generation for websites," the complaint states.

### **A Intricate Web of Deception**

The fraudulent websites went to great lengths to appear legitimate, even including a fake quote attributed to Amazon CEO Jeff Bezos stating "WE NEED YOUR HELP."

While a small-print disclaimer at the bottom of the page admitted no affiliation with Amazon, the overall design was clearly intended to mislead, according to the lawsuit.

### **A Sophisticated Scheme**

The sophistication of the scheme is evident in its technical details. The fraudsters used a complex network of redirects and domain registrations to obscure their identities. For instance, the lawsuit alleges that Oron and Marzan used multiple business names, including Clickomy, Ltd., CPA 37, and Azorland.

They registered domains through various accounts, sometimes using credit cards in both their names. The operation even extended to YouTube, where a video promising "\$500 a day" was uploaded by a suspiciously named account "null null."

### **A Fake Amazon Associate Hotline**

Perhaps most audaciously, the scammers set up a fake "Amazon Associate Hotline" that victims could call, complete with an automated greeting claiming to be Amazon's recruitment line. This level of detail underscores the elaborate lengths to which the alleged fraudsters went to lend credibility to their scheme and exploit Amazon's trusted brand.

Amazon is seeking damages and an injunction to halt the alleged fraudulent activities. The case serves as a stark reminder for job seekers to be wary of unsolicited offers and to verify employment opportunities directly through companies' official channels.

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation,

Plaintiff,

v.

ROY ORON, an individual; MAAYAN  
MARZAN (aka MAAYAN ALMOG), an  
individual; CLICKOMY, LTD., an Israeli  
company; RASHEED ALI, an individual;  
PETER BRADFORD, an individual; CASH  
NETWORK, LLC, a Nevada limited liability  
company; JEFFREY GILES, an individual;  
DALE BROWN, an individual; FIRST  
IMPRESSION INTERACTIVE, INC., an  
Illinois corporation; and JOHN DOES 1–10,

Defendants.

No. 2:19-cv-00523-RSM

FIRST AMENDED COMPLAINT

**I. INTRODUCTION**

1. Amazon.com, Inc. (“Amazon”) is one of the most well-known and trusted companies in the world. Defendants exploited Amazon’s brand to perpetrate a widespread fraud that falsely advertised “work at home opportunities with Amazon.” Through deceptive telemarketing and fraudulent websites, Defendants used high pressure sales tactics to swindle Amazon jobseekers into purchasing Defendants’ website services. These services had no affiliation with Amazon and did not offer victims a chance to work with Amazon.

2. The scheme started with unsolicited phone calls operated by First Impression Interactive, Inc. (“First Impression”)—an Illinois marketing company, run by Defendants

1 Jeffrey Giles and Dale Brown, that specializes in “lead” generation for websites (i.e., directing  
2 users to visit a particular website). Among other techniques, First Impression used prerecorded  
3 messages that falsely claimed to be recruiting for work-at-home opportunities with Amazon.  
4 To entice victims, First Impression’s voicemails used Amazon’s brand and made a number of  
5 false claims, including claiming that the caller was a recruiter, that the positions were limited,  
6 and that the positions paid an hourly salary, such as \$27.50 per hour. The purpose of the  
7 voicemail was to direct victims to one of a number of domains controlled by First Impression,  
8 some of which unlawfully used Amazon’s brand, such as amazonprofits.org and  
9 amazonwealth.org.

10 3. When victims typed these domains into a browser, they were redirected through  
11 several domains controlled by an affiliate marketing network based in Utah called Cash  
12 Network, LLC (“Cash Network”). That company is owned (in part) by Rasheed Ali and Peter  
13 Bradford. First Impression was an affiliate marketer for Cash Network.

14 4. Cash Network referred victims provided by First Impression to websites  
15 controlled by Roy Oron and Maayan Marzan, who are business partners that operate under  
16 multiple business names. Continuing First Impression’s deceit, Oron and Marzan directed  
17 victims to a website that unlawfully and exorbitantly used Amazon’s trademarks, images of  
18 Amazon CEO Jeff Bezos, fake quotes attributed to Mr. Bezos, fictitious testimonials and social  
19 media postings, and false or misleading statements about Defendants’ connection to Amazon.  
20 Oron and Marzan oftentimes referred to the scheme as the “Amazon Cash Websites.” A partial  
21 screenshot of Oron and Marzan’s website is below:

22 *[Image on Following Page]*



5. Defendants’ unlawful tactics pressured and deceived victims into purchasing services from Oron and Marzan that had no connection to Amazon. Victims looking to work with Amazon, instead, received website services that failed entirely to deliver the “work at home opportunity with Amazon” Defendants promised.

6. All of the Defendants knowingly and intentionally used Amazon’s brand to increase sales. Oron and Marzan received the direct proceeds from the fraudulent sales, and both Cash Network and First Impression received a commission from those sales. The use of Amazon’s brand to deceive victims financially benefitted all Defendants.

7. Amazon has spent considerable resources investigating Defendants’ unlawful advertising scheme in order to hold Defendants accountable for their unlawful actions and to prevent additional jobseekers from being victimized.

## II. PARTIES

8. Amazon is a Delaware corporation with its principal place of business in Seattle, Washington. Through its subsidiaries, Amazon owns and operates the Amazon.com website, equivalent international websites, and Amazon Web Services (“AWS”).

1           9.       Oron is an individual who resides in Israel. Oron co-owns and co-operates  
2 Clickomy, Ltd. with his business partner, Defendant Marzan. Oron and Marzan also operate  
3 (or operated) under other business names, including CPA 37, Click Leaders, and Azoraland.  
4 The websites for Clickomy (clickomy.com) and clickleaders.com are nearly identical, and both  
5 falsely claim that they have “partnered with” Amazon and use Amazon’s trademarks on their  
6 websites. Oron is directly liable to Amazon for the damages alleged in this First Amended  
7 Complaint (“FAC”) based on Oron’s personal participation in the alleged activities.  
8 Alternatively, Oron had the right and ability to supervise, direct, and control the wrongful  
9 conduct alleged in this FAC, and derived a direct financial benefit from that wrongful conduct.  
10 As such, Oron is subject to liability for the wrongful conduct alleged herein under principles of  
11 secondary liability.

12           10.       Marzan is an individual who, on information and belief, resides in Israel.  
13 Marzan co-owns and co-operates Clickomy, Ltd. with his business partner, Defendant Oron.  
14 Marzan and Oron also operate (or operated) under other business names, including CPA 37,  
15 Click Leaders, and Azoraland. The websites for Clickomy (clickomy.com) and  
16 clickleaders.com are nearly identical, and both falsely claim that they have “partnered with”  
17 Amazon and use Amazon’s trademarks on their websites. Marzan is directly liable to Amazon  
18 for the damages alleged in this FAC based on Marzan’s personal participation in the alleged  
19 activities. Alternatively, Marzan had the right and ability to supervise, direct, and control the  
20 wrongful conduct alleged in this FAC, and derived a direct financial benefit from that wrongful  
21 conduct. As such, Marzan is subject to liability for the wrongful conduct alleged herein under  
22 principles of secondary liability.

23           11.       Clickomy is an Israeli company with its principal place of business in Israel.  
24 Clickomy is co-owned and co-operated by Defendants Oron and Marzan. Clickomy is directly  
25 liable to Amazon for the damages alleged in this FAC because of its participation in the alleged  
26 activities.

1           12.     Ali is an individual who, on information and belief, resides in New York. Ali is  
2 a co-founder and co-owner of Defendant Cash Network. Ali is directly liable to Amazon for  
3 the damages alleged in this FAC based on Ali's personal participation in the alleged activities.  
4 Alternatively, Ali had the right and ability to supervise, direct, and control the wrongful  
5 conduct alleged in this FAC, and derived a direct financial benefit from that wrongful conduct.  
6 As such, Ali is subject to liability for the wrongful conduct alleged herein under principles of  
7 secondary liability.

8           13.     Bradford is an individual who, on information and belief, resides in Utah.  
9 Bradford is a co-founder and co-owner of Defendant Cash Network. Bradford is directly liable  
10 to Amazon for the damages alleged in this FAC based on Bradford's personal participation in  
11 the alleged activities. Alternatively, Bradford had the right and ability to supervise, direct, and  
12 control the wrongful conduct alleged in the FAC, and derived a direct financial benefit from  
13 that wrongful conduct. As such, Bradford is subject to liability for the wrongful conduct  
14 alleged herein under principles of secondary liability.

15           14.     Cash Network is a Nevada limited liability company, and on information and  
16 belief, has its principal place of business in Salt Lake City, Utah. Two of Cash Network's  
17 founders and owners are Ali and Bradford. Cash Network is liable to Amazon for the damages  
18 alleged in this FAC because of its participation in the alleged activities and under principles of  
19 secondary liability, including, without limitation, respondeat superior, vicarious liability, and/or  
20 contributory infringement.

21           15.     Giles is an individual who resides in Illinois, and co-owns First Impression.  
22 Giles owned, operated, and financially benefitted from the unlawful scheme alleged in this  
23 FAC. Giles is directly liable to Amazon for the damages alleged in this FAC. Alternatively,  
24 Giles had the right and ability to supervise, direct, and control the wrongful conduct alleged in  
25 this FAC, and derived a direct financial benefit from that wrongful conduct. As such, Giles is  
26 subject to liability for the wrongful conduct alleged herein under principles of secondary  
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1 liability, including, without limitation, respondeat superior, vicarious liability, and/or  
2 contributory infringement.

3 16. Brown is an individual who resides in Illinois, and co-owns First Impression.  
4 Brown operated and financially benefitted from the unlawful scheme alleged in this FAC.  
5 Brown is directly liable to Amazon for the damages alleged in this FAC. Alternatively, Brown  
6 had the right and ability to supervise, direct, and control the wrongful conduct alleged in this  
7 FAC, and derived a direct financial benefit from that wrongful conduct. As such, Brown is  
8 subject to liability for the wrongful conduct alleged herein under principles of secondary  
9 liability, including, without limitation, respondeat superior, vicarious liability, and/or  
10 contributory infringement.

11 17. First Impression is an Illinois corporation with its principal place of business in  
12 Illinois. First Impression is co-owned by Giles and Brown. As alleged in this FAC, First  
13 Impression served as an affiliate marketer for Cash Network, and in that capacity, First  
14 Impression sourced and sold marketing “leads” through the unlawful use of Amazon’s brand.  
15 As such, First Impression is directly liable to Amazon for the damages alleged in this FAC, or  
16 alternatively, is secondarily liable for these damages under principles of vicarious liability  
17 and/or contributory infringement.

18 18. The true identities of John Does 1–10 (“Doe Defendants”) are not presently  
19 known to Amazon. On information and belief, Doe Defendants are individuals and entities  
20 working in active concert to knowingly and willfully run the scheme alleged in this FAC,  
21 including by using Amazon’s trademarks and brand to deceive victims.



### 22 **III. JURISDICTION AND VENUE**

23 19. The Court has subject matter jurisdiction over Amazon’s claims for trademark  
24 infringement (15 U.S.C. § 1114), violations of Section 43(a) of the Lanham Act (15 U.S.C. §  
25 1125(a)), trademark dilution (15 U.S.C. § 1125(c)), and cybersquatting (15 U.S.C. § 1125(d))  
26 pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a).  
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25. Amazon exclusively owns numerous U.S. trademark registrations and pending applications. These trademarks are a critical component of consumer's ability to readily identify Amazon products and services.

26. As alleged in this FAC, the following trademarks and service marks (collectively "Amazon Trademarks") were unlawfully used to further Defendants' scheme:

<u>Mark</u>	<u>Registration No. (International Classes)</u>
AMAZON	2,657,226 (Int. Cl. 42) 2,738,837 (Int. Cl. 38) 2,738,838 (Int. Cl. 39) 2,832,943 (Int. Cl. 35) 2,857,590 (Int. Cl. 9) 3,868,195 (Int. Cl. 45) 4,171,964 (Int. Cl. 9) 4,533,716 (Int. Cl. 2) 4,656,529 (Int. Cl. 18) 4,907,371 (Int. Cls.: 35, 41, and 42) 5,102,687 (Int. Cl. 18) 5,281,455 (Int. Cl. 36)
AMAZON.COM	2,078,496 (Int. Cl. 42) 2,167,345 (Int. Cl. 35) 2,559,936 (Int. Cl. 35, 36, 42) 2,633,281 (Int. Cl. 38) 2,837,138 (Int. Cl. 35) 2,903,561 (Int. Cls: 18 and 28) 3,411,872 (Int. Cl. 36) 4,608,470 (Int. Cl. 45)
	4,171,965 (Int. Cl. 9) 5,038,752 (Int. Cl. 25)
	2,684,128 (Int. Cl. 38) 2,696,140 (Int. Cl. 42) 2,789,101 (Int. Cl. 35) 2,884,547 (Int. Cl. 39) 2,970,898 (Int. Cl. 41) 3,414,814 (Int. Cl. 36)

1           27.     The Amazon Trademarks have been used exclusively and continuously by  
2 Amazon, and have never been abandoned. The above U.S. registrations for the Amazon  
3 Trademarks are valid, subsisting, in full force and effect, and many are incontestable pursuant  
4 to 15 U.S.C. § 1065. The registrations for the Amazon Trademarks constitute prima facie  
5 evidence of their validity and of Amazon’s exclusive right to use the Amazon Trademarks  
6 pursuant to 15 U.S.C. § 1057(b).

7           **B.     Defendants Defrauded Victims By Advertising Phony Work at Home**  
8           **Opportunities with Amazon**

9           28.     As outlined below, Defendants’ unlawful advertising scheme had four main  
10 stages. Each stage played a critical role in Defendants’ unlawful activities, and taken together,  
11 abused Amazon’s brand to swindle victims who were eager to work for Amazon.

12           **1.     Stage 1: First Impression Conducted a Widespread and Unlawful**  
13           **Telemarketing Operation to Lure Victims**

14           29.     First Impression worked as an affiliate marketer for Cash Network. In this role,  
15 First Impression created misleading voicemail messages that falsely claimed to offer victims  
16 work-at-home opportunities with Amazon. First Impression deployed these voicemail  
17 messages to millions of victims across the United States, and referred the victims to Cash  
18 Network. Cash Network directed the messages on behalf of its advertisers Oron and Marzan.

19           **a.     First Impression Worked on Behalf of Oron and Marzan**

20           30.     Cash Network, which is partly owned by Ali and Bradford, operates an online  
21 advertising network that helps advertisers source traffic for their websites. As part of its  
22 business, Cash Network operates a “private . . . referral only network” of affiliate marketers  
23 who are responsible for sourcing the traffic Cash Network sells to advertisers. Cash Network  
24 claims that it accepts affiliates only on a referral basis, and that an affiliate can only register  
25 through a “valid referral link.”

26           31.     First Impression had a years’ long relationship with Cash Network, including  
27 with Bradford and Ali. In fact, internal Cash Network communications referred to First

1 Impression as Bradford’s “big” affiliate.

2 32. As an affiliate marketer for Cash Network, First Impression agreed to generate  
3 “leads” to sell to Cash Network. The term “lead” generally means an internet user who can be  
4 referred to another website.

5 33. Cash Network required First Impression to agree to their “Standard Affiliate  
6 Terms and Conditions.” Among other provisions, this agreement stated that “Cash Network  
7 will actively monitor Affiliate activity,” and that First Impression may only use advertising  
8 materials that are provided by or approved by Cash Network. Cash Network, therefore,  
9 retained control over the manner in which First Impression conducted its campaigns for Cash  
10 Network’s advertisers (like Oron and Marzan).

11 34. On April 16, 2018, Ali emailed Brown to ask whether First Impression wanted  
12 to generate traffic for the website operated by Oron and Marzan. Ali specifically stated that the  
13 website to which First Impression would provide traffic “has an amazon style advertorial the  
14 advertiser created.” Ali enticed Brown (and First Impression) by touting the website’s high  
15 conversion rate (i.e., the number of victims who purchased services from Oron and Marzan)  
16 and called the campaign “Money sucking websites.”

17 35. On April 18, 2018, just days after they started on the campaign for Oron and  
18 Marzan’s website, Ali emailed Brown (with a cc to Bradford) to discuss the content of First  
19 Impression’s messages. Ali stated that First Impression should “stay away from using the word  
20 job or inferring there[’]s a job in the email as well as guarantees and using the words WILL or  
21 WILL Earn or any derivative.” Brown responded an hour later that “I’m not new . . . I run text  
22 shit that says work from home using your computer and earn up to 350 a day type stuff.”

23 36. On September 4, 2018, Brown emailed Bradford asking, “Can you make sure  
24 the money sucking offer working well? I don’t want to keep pushing traffic if it’s . . . not  
25 converting . . . .” Bradford responded, “I promise the advert is on board 100%.”  
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1           37.     During conversations about the campaign, First Impression and Cash Network  
2 referred to Oron and Marzan’s website as “Amazon.” For example, on September 18, 2018,  
3 Giles wrote to Ali and Bradford (with a cc to Brown) that the traffic referred by First  
4 Impression was not being directed to Oron and Marzan’s website. In this exchange, Giles  
5 referenced Amazon three times, writing “**Amazon** is what’s down,” “if **amazon** is flipping, we  
6 need to know BEFORE,” and “[w]hat’s the new **Amazon** link?” (emphasis added). On October  
7 1, 2018, Bradford wrote to Giles (with a cc to Brown) encouraging First Impression to “push  
8 hard” on their advertisements for Oron and Marzan’s website so they all could “make some  
9 money.”

10                               **b.     First Impression’s Unlawful Messages**

11           38.     To source victims for the “Amazon” advertorial run by Oron and Marzan, First  
12 Impression operated a systematic and widespread telemarketing operation that relied on  
13 prerecorded messages using Amazon’s name to mislead potential victims into believing the  
14 caller was affiliated with Amazon.

15           39.     First Impression produced at least 23 unique voicemail messages to generate  
16 traffic for Oron and Marzan’s website. The content of these messages was generated by Giles  
17 and Brown using both the information found on Oron and Marzan’s website and the  
18 information provided by Cash Network. Brown and an individual named Sara Domer voiced  
19 the messages.<sup>2</sup>

20           40.     These voicemails directly marketed a fake employment position with Amazon.  
21 The voicemails generally provided a job description, pay range, and stated that a limited  
22 number of positions were available. In their voicemails, Defendants oftentimes claimed to be a  
23 “recruiter.” All of these representations were intentionally false or misleading and were made  
24 without Amazon’s authorization.

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<sup>2</sup> On information and belief, Ms. Domer is the wife of one of First Impression’s developers, Dan Domer.

1           41. For example, on October 31, 2018, First Impression placed an unsolicited call to  
2 a victim and left a prerecorded message stating:

3                   Hi. This is Sarah with amazonrecruiter.org. I saw your resume  
4 online, and I'm calling about an online opportunity working with  
5 Amazon. You simply list product reviews online in your spare  
6 time. Hourly pay guarantee is \$17 up to \$32. We need to fill 23  
7 spots this month, so please register today at amazonrecruiter.org.  
8 That's amazonrecruiter-dot-o-r-g. Thank you.

9           42. Among other falsities, Defendants did not review resumes online, did not  
10 actually have a position that offered hourly pay (let alone "guarantee[d]" hourly pay) and did  
11 not have any monthly spots to fill. Further, Defendants use of the phrase "working with  
12 Amazon" was purposefully designed to mislead victims into believing a job opportunity existed  
13 with Amazon.

14           43. As another example, on or near December 5, 2018, First Impression placed  
15 another unsolicited call to a victim and left a prerecorded message stating:

16                   This is Sarah calling with amazonprofits.org. We need people in  
17 your area to work with Amazon from home. Starting pay is \$27.50  
18 per hour. Sign up at amazonprofits.org. That's amazonprofits-dot-  
19 o-r-g.

20           44. Like the first example, Defendants did not actually have a position that offered  
21 hourly pay, and Defendants' use of the phrase "work with Amazon" was intended to mislead  
22 victims into believing a job opportunity existed with Amazon.

23           45. In some prerecorded messages, First Impression specifically targeted victims  
24 who had submitted job applications to Amazon. For example, one voicemail First Impression  
25 created stated:

26                   Hello. Max Brown here, calling about the application you  
27 submitted for the work from home opportunity with Amazon.com.  
Please complete your application and find out how you can earn up  
to \$6,000 per month using your computer and working for  
Amazon. Please visit our website today, amzjobs.org. That's the  
letter A, M, Z, jobs, with an 's,' dot, O, R, G. Thank you.

1           46. On information and belief, First Impression also operated an automated  
2 recording that claimed to be the “Amazon Associate Hotline.” First Impression placed  
3 unsolicited calls that did not leave a message.<sup>3</sup> When victims returned First Impression’s call,  
4 they received a voicemail greeting that claimed to be the “Amazon Associate Hotline” and  
5 falsely advertised an opportunity to “partner with Amazon.” The recording prompted victims  
6 to leave their name and phone number. First Impression returned victims’ calls with an  
7 automated message that was substantially similar to the ones described above. Among other  
8 false statements, the recording claimed to be from a recruiter, provided a job description and  
9 pay range, and stated that a limited number of positions were available.<sup>4</sup>

10           47. First Impression used numerous domains in their scheme, including:  
11 amazoncash.org; amazonrecruiter.org; amazonishiring.org; amazonprofits.org;  
12 amazonwealth.org; workwithamazon.org; workusingamazon.org; earnwithamazon.org;  
13 earnusingamazon.org; amzjobs.org; hometyping.org; retailpay.org; internetprofit.org; and  
14 internetcareer.org (collectively “Voicemail Domains”). All of these Voicemail Domains were  
15 registered between April 2018 and October 2018 through domain registrar GoDaddy.com LLC.  
16 Three—amazoncash.org, amazonprofits.org, and amazonwealth.org—used network services  
17 from Cloudflare, Inc.

18           48. The purpose of First Impression’s prerecorded messages was to direct victims to  
19 websites controlled by Defendants where victims could purportedly register for the fake job  
20 opportunities with Amazon.

21                           **2. Stage 2: First Impression Referred Traffic to Cash Network Which**  
22                           **Then Directed It to Oron**

23           49. When a victim entered one of the Voicemail Domains into a browser believing it  
24 to lead to an Amazon job opportunity, First Impression redirected the victim to domains  
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26 <sup>3</sup> One of the phone numbers associated with this voicemail greeting, 208-577-6814, is administered by Vail  
Systems, Inc.

27 <sup>4</sup> One of the phone numbers associated with this automated message, 208-417-8844, is administered by  
Bandwidth, Inc.



1 controlled by Cash Network.

2 50. First Impression directed victims from the Voicemail Domains to either  
3 citlis.com or jocisc.com.<sup>5</sup> Both of these domains redirected the victim through ansmitt.com,  
4 which in turn redirected the user to ttxx1.com.

5 51. On information and belief, the first three domains (citlis.com, jocisc.com, and  
6 ansmitt.com) are owned and controlled by Cash Network. These domains used network  
7 services provided by Cloudflare, Inc., and were hosted by AWS. The name on the AWS  
8 account is Peter Bradford, the payment instrument was also in the name of Peter Bradford, and  
9 the account contact address was Cash Network's address in Utah.

10 52. On information and belief, the fourth domain (ttxx1.com) is controlled by Oron  
11 and Marzan. This domain uses mobile advertising services provided by CAKE (getcake.com),  
12 which is owned and operated by Cake Software, Inc.

13 53. Users do not typically see these four domains because the browser would not  
14 render content returned from these hosts; they are simply a means of directing traffic and  
15 collecting data.

16 **3. Stage 3: Oron and Marzan Purchased Traffic from Cash Network**  
17 **to Advertise a Phony "Work at Home Opportunity with Amazon"**

18 54. Cash Network directed victims to a website ("Landing Page") controlled by one  
19 of their advertisers named "CPA 37," which is run by Defendants Oron and Marzan. As  
20 described in further detail below, the Landing Page used the Amazon Trademarks, other  
21 indications of Amazon's brand, and false or misleading statements relating to Amazon to  
22 deceive victims into believing that the Landing Page was affiliated with Amazon. A true and  
23 correct screenshot of one version of this Landing Page is attached to this FAC as Exhibit 1.

24 **a. Oron and Cash Network Created and Advertised the**  
25 **Landing Page**

26 55. Oron was the primary contact for CPA 37, which is a "predecessor entity" to

27 <sup>5</sup> Over time, First Impression also sent victims to other domains controlled by Cash Network, including, for example, weticil.com and utrome.com, which were similarly used to direct traffic.

1 Clickomy.<sup>6</sup> On information and belief, Oron had a years' long relationship with Cash Network,  
2 including with Ali and Bradford. Over the years, Oron has worked as both an affiliate marketer  
3 and an advertiser for Cash Network.

4 56. On March 20, 2018, Oron sent Cash Network a "new offer" that he called the  
5 "Money Sucking Websites" ("MSW"). The MSW offer directed traffic to the Landing Page,  
6 which used Amazon's brand. Oron described the new offer as "KILLER !!!!"

7 57. In the following weeks, Oron worked to increase the ability for his website to  
8 accept more traffic from Cash Network. On March 27, 2018, Oron told Cash Network that "I  
9 want to take all your traffic . . . I'm on the phone with partners for the backend . . . I will have  
10 great news very soon." Oron then told Cash Network he could handle more traffic, to which  
11 Cash Network responded "sweetness!"

12 58. Between mid-March and mid-April, Oron and Cash Network worked on  
13 multiple "offers" from Oron, one of which was the MSW offer that used the Amazon brand.  
14 However, by mid-April Oron told Cash Network to "focus on MSW" because of its strong  
15 performance.

16 59. On April 12, 2018, an employee of Cash Network confirmed in a message to Ali  
17 and Oron that "[a]ll MSW links are redirecting to the Amazon advertorial." He then asked Ali,  
18 "On MSW do you only want a lander for the Amazon Advertorial Rasheed?" Ali confirmed  
19 that the Amazon "[a]dvertorial is primary"—meaning Cash Network was to direct victims to  
20 the Landing Page that used Amazon's brand.

21 60. Some of Cash Network's affiliates wanted to be able to bypass the advertorial,  
22 so Cash Network requested Oron setup a new link for those affiliates to use. Oron was  
23 reluctant, and stated "keep in mind that the amazon is the strongest one . . . brings better  
24 results." Ali confirmed Oron's plan: "Yes Roy. Amazon is the best."

25 61. In the ensuing months, Cash Network continued to actively review the content  
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<sup>6</sup> See Supplemental Declaration of Roy Oron in Support of Motion to Dismiss ¶ 22, (Dkt. #38.)

1 of Oron and Marzan's Landing Page. For example, on June 14, 2018, an employee of Cash  
2 Network wrote to Oron that some of the comments on the Landing Page contained references  
3 to old offers, writing "[s]ome of them have been updated to MSW but not all of them." Oron  
4 confirmed on June 20, 2018 that he made Cash Network's suggested changes.

5 62. During this time, Oron actively monitored the traffic Cash Network sent,  
6 including the performance of the individual affiliates such as First Impression. For example, on  
7 July 10, 2018, Oron sent a list of affiliates to Cash Network and stated "I'm blocking these subs  
8 in my system . . . the chargebacks are over 10%." Ali responded, "team get on this right away  
9 please."

10 63. Both Cash Network and Oron realized that the use of the Amazon brand  
11 increased sales, and they continued to figure out ways to further exploit the Amazon brand. For  
12 example, on September 18, 2018, Cash Network stated that one of Oron and Marzan's other  
13 offers was not performing well. Oron responded that he "just need[ed] to setup the amazon  
14 news page." Two days later, on September 20, 2018, Cash Network again told Oron that an  
15 affiliate was not realizing the returns on the traffic provided to Oron, and Oron again directed  
16 Cash Network to "[s]end him back to the Amazon news page and it will be good."

17 **b. Defendants Controlled the Infrastructure for the Landing**  
18 **Page**

19 64. Oron and Marzan rendered the Landing Page on domains with the generic top-  
20 level domain ".pw." For example, Oron and Marzan used at least the following six domains in  
21 the scheme: newspagetime.pw (created on September 2, 2018), newspagestimes.pw (created on  
22 September 17, 2018), myupdatenewspages.pw (created on October 3, 2018), profitsnews.pw  
23 (created on October 15, 2018), myrealupdatenews.pw (created on October 18, 2018), and  
24 rpprofitsonnews.pw (created on November 28, 2018).

25 65. These domains were registered through two accounts with the registrar  
26 NameCheap, Inc. Both Oron's and Marzan's names were on credit cards used to purchase  
27 many of these domains. Further, the users of these accounts regularly made purchases and

1 registered domains from the IP addresses 82.81.36.31 and 192.116.162.182, among others, and  
2 both IP addresses were used to access other accounts controlled by Oron and Marzan. The  
3 accounts were also used to register a personal domain for Marzan.

4 66. The content of the Landing Page would not be visible to an ordinary user who  
5 merely typed the Landing Page's domain into a browser. The user would only see the content  
6 of the website, including the use of the Amazon brand, if they typed the Voicemail Domains  
7 into the browser, and went through the redirect domains controlled by Cash Network.  
8 Therefore, the domains controlled by First Impression and Cash Network were necessary for  
9 victims to see the content of the Landing Page. Both First Impression and Cash Network had  
10 the ability to stop victims from viewing the Landing Page and the unlawful use of Amazon's  
11 brand.

12 **c. The Landing Page Used Amazon's Brand**

13 67. The Landing Page worked in concert with the false statements made in First  
14 Impression's voicemails, and First Impression's use of Amazon's brand in some of the  
15 Voicemail Domains. Both the voicemails and the Landing Page falsely claimed to offer jobs  
16 with Amazon in an effort to deceive victims.

17 68. A screenshot of the first section of the Landing Page is below:

18 *[Image on following page]*  
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69. Among other tactics, the Landing Page prominently displayed—at the top of the website—an image of Amazon’s Chief Executive Officer, Jeff Bezos, standing in front of Amazon’s logo. The words “Work From Home” were intentionally added just below the Amazon Trademark.

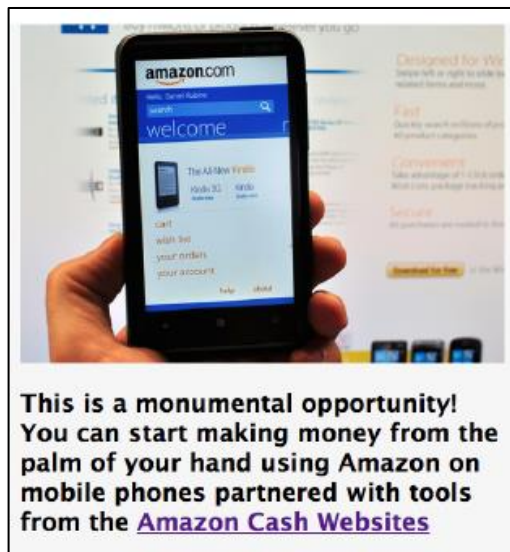
70. Above the infringing image, the Landing Page displayed the headline “NEW – Work at Home Opportunity with Amazon” followed by the victim’s location. The location was obtained from the victim’s IP address used to connect to the Landing Page. For example, if the victim used an IP Address from Tacoma, Washington, the headline read, “NEW – Work at Home Opportunity with Amazon in United States Tacoma.” The Landing Page used this tactic to further deceive victims into believing a “Work at Home Opportunity with Amazon” existed in their area—just as First Impression’s voicemails suggested.

71. The top of the Landing Page oftentimes displayed a header that intentionally misled victims into believing Defendants’ Landing Page originated with or was affiliated with

1 Amazon. While this header varied, it often contained the title “Amazon Cash Websites,” a  
2 screenshot of which is below:



7 72. The wording from the header was also repeated throughout the Landing Page.  
8 For example, the right side of the Landing Page contained an image of a mobile phone that  
9 displayed an Amazon.com webpage, including the Amazon Trademarks and other indications  
10 of Amazon’s brand from that page. Below the image was a deceptive message that  
11 incorporated the header, and in this example, read: “This is a monumental opportunity! You  
12 can start making money from the palm of your hand using Amazon on mobile phones partnered  
13 with tools from the Amazon Cash Websites.” (emphasis added). Below is a screenshot of this  
14 image and message:



24 73. Also on the right side of the Landing Page was an image of a person holding a  
25 handful of cash and the message: “Follow the steps below to start working for Amazon  
26 immediately!” (emphasis added). A screenshot of one version of this image is below:  
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74. Further down, the Landing Page displayed a second image of Amazon CEO Jeff Bezos next to one of the Amazon Trademarks, along with the heading “WE NEED YOUR HELP,” which was falsely attributed as a quote from Mr. Bezos. A screenshot of this quote and image is below:



75. The Landing Page also included additional statements intended to deceive victims into believing the website was advertising opportunities to work for Amazon. These statements included numerous references to a phony work-from-home “program with Amazon.” They also included discussions of Amazon’s financial performance and the ability

1 for victims to “join” Amazon’s success through the offer on the Landing Page. Such  
2 statements included, for example, “Amazon market value soared above \$685 billion, making  
3 the Jeff Bezos-led giant worth more than Microsoft for the first time ever. . . . JOIN the success  
4 NOW, before it’s too late!”

5 76. At the bottom of the Landing Page—in tiny font—was a purported disclaimer  
6 that stated (among other things): “We are not affiliated in any way with Amazon . . . and all  
7 such trademarks on this website, whether registered or not, are the property of their respective  
8 owners.”

9 77. This ineffective disclaimer demonstrates Oron’s and Marzan’s knowledge of  
10 Amazon’s exclusive right to use the Amazon Trademarks, and admits that they lacked any right  
11 or authority to use them. This disclaimer also demonstrates that Oron’s and Marzan’s design,  
12 display, and use of the Amazon Trademarks and other indications of Amazon’s brand on the  
13 Landing Page was intentional and willful. It also provided notice to First Impression and Cash  
14 Network that Oron and Marzan lacked authority to use the Amazon Trademarks.

15 78. Notwithstanding the ineffective disclaimer, the rest of the Landing Page was  
16 expressly designed and intended to give victims the false impression that it originated with, was  
17 affiliated with, or was sponsored by Amazon. It was also intentionally designed to deceive  
18 victims into believing that purchasing Oron and Marzan’s services would lead consumers to  
19 employment with Amazon.

20 **4. Stage 4: Oron and Marzan Used the Landing Page to Deceive**  
21 **Victims into Purchasing Unnecessary Services**

22 79. The purpose of the Landing Page—and Oron’s and Marzan’s use of Amazon’s  
23 brand—was to entice victims to click on the Landing Page’s links and ultimately purchase  
24 Oron and Marzan’s services.

25 80. By linking from the Landing Page—which heavily used the Amazon  
26 Trademarks and other indications of Amazon’s brand—Oron and Marzan attempted to deceive  
27 users into believing the services were connected with Amazon. First Impression’s use of



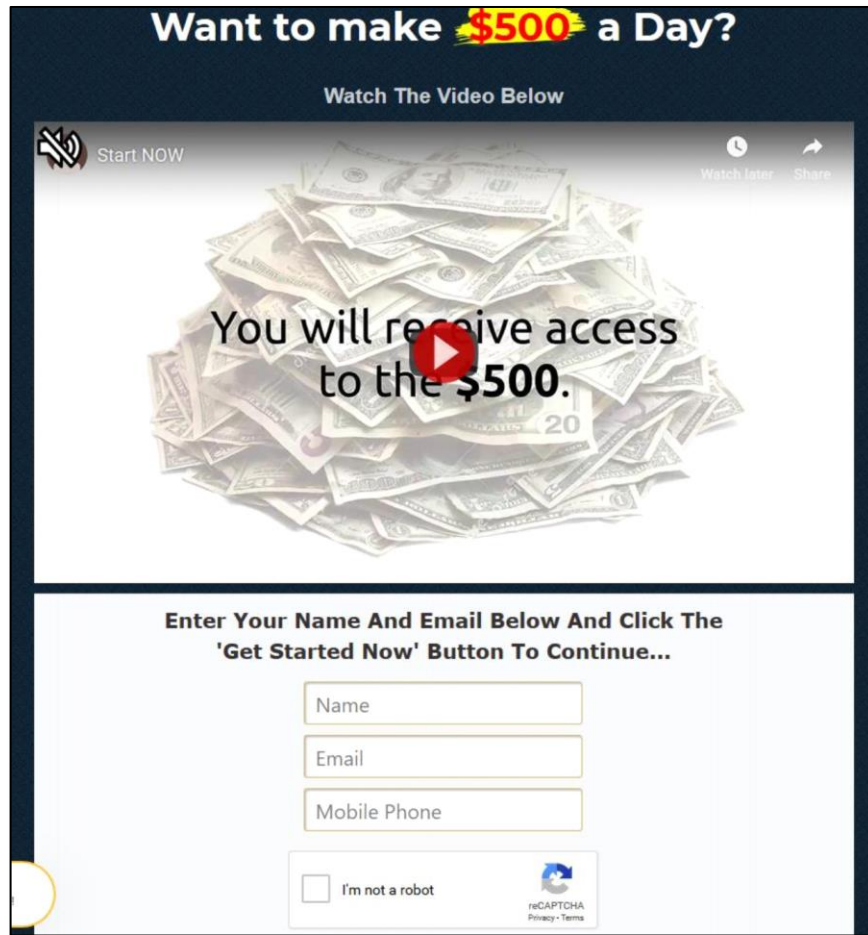
1 Amazon's brand in the original voicemail messages to source victims only furthered this  
2 deception.

3 81. On information and belief, both Cash Network and First Impression received a  
4 commission from Oron and Marzan's sale to victims referred by them. That is, First  
5 Impression and Cash Network financially benefitted from the sales conducted on by Oron and  
6 Marzan.

7 82. The Landing Page marketed the available services as "a small enrollment fee"  
8 that "covers the processing costs and also separates the people who are *serious* about working  
9 with this huge network through this program." The Landing Page further stated, "If you're  
10 lucky enough to receive a kit, this will simply add as much as \$14,000 to your monthly income  
11 while working as much or as little as you want."

12 83. When a victim clicked on any hyperlink on the Landing Page, the victim was  
13 taken to another webpage controlled by Oron and Marzan that displayed the headline "Want to  
14 make \$500 a Day?" The page directed the victim to enter his or her name and contact  
15 information. A screenshot of a version of the page is below:

16 *[Image on following page]*  
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84. This “Make \$500 a Day” webpage was rendered on domains such as systemmswps.pw and systemmswv2.pw. Both of these domains were created on September 2, 2018, and registered through one of the accounts at NameCheap, Inc. controlled by Oron and Marzan.

85. Upon entering a name, email address, and phone number, the website rendered a video titled “Do You Want To Make \$500 a Day?” which claimed, among other things, that victims could “immediately” “earn approximately \$500 per day.” This video is hosted by YouTube, and was uploaded by a user named “null null” on April 9, 2018. As of February 28, 2019, this video had been viewed 34,687 times. The “null null” YouTube account was created on April 9, 2018 from the IP address 82.81.31.117, which was used to access other online accounts controlled by Oron and Marzan.

1           86.     The “Make \$500 a Day” webpage linked to Oron and Marzan’s “Terms of  
2 Service,” which provided: “If you have any questions about the Agreement or about the  
3 practices of Markenark please feel free to contact us at <https://support.easykits.org>.” The  
4 domain easykits.org was created on March 18, 2012 and registered through domain registrar  
5 GoDaddy.com LLC by an account with the login name “royoron” and the email address  
6 azoraland@gmail.com.

7           87.     Upon the conclusion of the video titled “Do You Want To Make \$500 a Day?”  
8 an image directed users to purchase Oron and Marzan’s services. This image used high-  
9 pressure sales tactics, including offering a purported “discount” and stating the service was in  
10 “high demand.” A screenshot of this image is below:



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19           88.     When the victim clicked on this image, the victim was directed to a webpage  
20 where the victim was required to provide personal payment information. This website was also  
21 controlled by Oron and Marzan. A screenshot of the payment page is below:  
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ITEM	PRICE (USD)
<b>Money Making Website - Immediate Access</b> <small>This product is strictly for customers over the age of 18. A valid credit card acts as verification of this criteria. You may cancel at any time and have a 90 day money back guarantee. If you decide that this product is not for you please call International: 1-888-795-3429 or email us at support@seaykita.org</small> <b>In High Demand ONLY 2 Spots are available</b> <small>0 other people watching this right now...</small>	<small>9754 475</small> <b>TOTAL Payment:</b> <b>475</b> <small>One payment (USD) 0%WV Included</small>

**Your 51% off discount was accepted!**  
If you don't complete your sign up within the next 6 minutes 51% off discount will expire.

**TIME REMAINING:**  
**05 : 40 : 36**

**Pay With Credit or Debit Card**      **Verified and Secured**

**Personal Information**

Address 1   
City   
Zip   
Country   
State   
Email   
Mobile Phone   
Home Phone   
Age Group

**Select Your Payment Option**

**VISA**

Your First Name   
Your Last Name   
Card Type   
Credit Card Number   
Expiration Date   
CVV

**Submit My Secure Order**

Verified by VISA  
MasterCard SecureCode  
SECURITY VERIFIED  
CERTIFIED BY  
PRIVACY VERIFIED  
BUSINESS VERIFIED  
100% SATISFACTION GUARANTEED  
SSL certificate

celt.secureforms.org is the authorized e-commerce merchant for systemsmax.com

18            89.      Oron and Marzan rendered this payment page on the domain secureforms.org.  
19 This domain was created on April 17, 2016, and was registered through the registrar Mesh  
20 Digital Ltd., which is owned by GoDaddy Inc.. The website was hosted by an account  
21 controlled by Oron and Marzan.

22            90.      An investigator for Amazon test purchased Oron's services through  
23 secureforms.org. Amazon's investigator used a credit card issued by JPMorgan Chase, and the  
24 merchant for Amazon's test purchase is listed as "karenvidtut 8666982569." The domain  
25 karenvidtut.com was created on May 7, 2018, and was registered by one of the NameCheap  
26 accounts controlled by Oron and Marzan. The domain karenvidtut.com was also hosted by an  
27 account controlled by Oron and Marzan.

1           91.     The phone number contained in the merchant account description, 866-698-2569  
2 is controlled by an account with TollFreeForwarding.com in the name of Maayan Marzan-  
3 Almog using the email addresses maayanmarzan@gmail.com and maayan@clickomy.com.  
4 This account was paid for using credit cards in Marzan’s name. The account also forwarded  
5 calls to other phone numbers for Oron and Marzan. Oron and Marzan both communicated with  
6 TollFreeForwarding.com about this account.

7           92.     After clicking “Submit My Secure Order” on the payment page, the victim was  
8 redirected to a webpage that promised additional secrets for a payment of \$297. Oron and  
9 Marzan rendered this webpage using the domain mswup.com. The domain mswup.com was  
10 created on July 18, 2018, and registered through one of the NameCheap accounts controlled by  
11 Oron and Marzan.

12           93.     After Amazon test purchased Oron’s services, the investigator received an email  
13 from support@easykits.org using a service offered by SendGrid, Inc. The SendGrid account  
14 used to send this email was registered under the name Azoraland Co. Ltd. The account owners  
15 were “Roy Oron,” with the email azoraland@gmail.com, and “Mike Marzan,” with the email  
16 maayanmarzan@gmail.com.

17           94.     The email from support@easykits.org purports to be from “Money Making  
18 Website,” and provides a “customer support” phone number of 1-888-793-3429. The email is  
19 signed “systemsmw.com,” which is a domain that was registered with one of the NameCheap  
20 accounts controlled by Oron and Marzan, and hosted by an account controlled by Oron and  
21 Marzan. The phone number 888-793-3429 is controlled by Oron and Marzan’s account with  
22 TollFreeForwarding.com.

23           95.     Despite Oron and Marzan’s extensive use of the Amazon Trademarks and false  
24 or misleading statements about Defendants’ connection to Amazon, Defendants’ services do  
25 not originate with, are not sponsored or approved by, and are not otherwise affiliated with,  
26 Amazon. Defendants are not offering any legitimate opportunities to “work for” or “work  
27

1 with” Amazon—as they repeatedly claimed. Instead, Defendants are illegally using Amazon’s  
2 brand to deceive victims into purchasing Defendants’ own services, thereby collecting money  
3 and personal information under false pretenses.

4 **V. CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **(AGAINST ROY ORON, MAAYAN MARZAN, AND CLICKOMY)**

7 **Trademark Infringement (15 U.S.C. § 1114)**

8 96. Amazon incorporates by reference the factual allegations contained in Sections  
9 I–IV as though set forth herein.

10 97. Defendants’ activities infringe the Amazon Trademarks.

11 98. Amazon advertises, markets, and distributes its products and services using the  
12 Amazon Trademarks, and uses these trademarks to distinguish its products and services from  
13 the products and services of others in the same or related fields.

14 99. Because of Amazon’s long, continuous, and exclusive use of the Amazon  
15 Trademarks, they have come to mean, and are understood by customers, users, and the public  
16 to signify, products and services from Amazon.

17 100. Defendants’ Landing Page uses the Amazon Trademarks in commerce in a  
18 manner that is intended to cause confusion, mistake, or deception as to source, origin, or  
19 authenticity of Defendants’ website.

20 101. Further, Defendants’ activities are likely to lead the public to conclude,  
21 incorrectly, that Defendant’s websites and product offerings originate with or are authorized by  
22 Amazon, thereby harming Amazon and innocent victims.

23 102. At a minimum, Defendant acted with willful blindness to, or in reckless  
24 disregard of, his authority to use the Amazon Trademarks and the confusion that the use of  
25 those trademarks had on consumers as to the source, sponsorship, affiliation, or approval by  
26 Amazon of Defendants’ websites and products.  
27

1 103. Defendants are subject to liability, jointly and severally, for the wrongful  
2 conduct alleged herein, both directly and under various principles of secondary liability,  
3 including without limitation, respondeat superior, vicarious liability, and/or contributory  
4 infringement.

5 104. As a result of Defendants' wrongful conduct, Amazon is entitled to recover its  
6 actual damages, Defendants' profits attributable to the infringement, and treble damages and  
7 attorney fees pursuant to 15 U.S.C. § 1117(a)–(b). The amount of money due from Defendants  
8 to Amazon is unknown to Amazon and cannot be ascertained without a detailed accounting by  
9 Defendants. Alternatively, Amazon is entitled to statutory damages under 15 U.S.C. § 1117(c).

10 105. Amazon is further entitled to injunctive relief, as set forth in the Prayer for  
11 Relief below. Amazon has no adequate remedy at law for Defendants' wrongful conduct  
12 because, among other things: (a) the Amazon Trademarks are unique and valuable property;  
13 (b) in addition to the significant harm that Defendants have caused to innocent jobseekers,  
14 Defendants' infringement constitutes harm to Amazon's reputation and goodwill such that  
15 Amazon could not be made whole by any monetary award; (c) if Defendants' wrongful conduct  
16 is allowed to continue, the public is likely to become further confused, mistaken, or deceived as  
17 to the source, origin, or authenticity of the infringing websites; and (d) Defendants' wrongful  
18 conduct, and the resulting harm to Amazon, is continuing.

19 **SECOND CAUSE OF ACTION**

20 **(AGAINST ROY ORON, MAAYAN MARZAN, AND CLICKOMY)**

21 **False Designation of Origin and False Advertising (15 U.S.C. § 1125(a))**

22 106. Amazon incorporates by reference the factual allegations contained in  
23 Sections I–IV as though set forth herein.

24 107. Amazon advertises, markets, and distributes its products and services using the  
25 Amazon Trademarks, and it uses these trademarks to distinguish its products and services from  
26 the products and services of others in the same or related fields.  
27

1           108. Because of Amazon’s long, continuous, and exclusive use of the Amazon  
2 Trademarks, they have come to mean, and are understood by customers, end users, and the  
3 public to signify products and services from Amazon.

4           109. Amazon has also designed distinctive and aesthetically pleasing displays, logos,  
5 icons, and graphic images (collectively, “Amazon designs”) for its websites.

6           110. Defendants’ wrongful conduct includes the use of Amazon’s trademarks, name,  
7 and/or imitation designs (specifically displays, logos, icons, and/or graphic designs virtually  
8 indistinguishable from the Amazon designs) in connection with Defendants’ commercial  
9 advertising or promotion.

10           111. Defendants have used, and continues to use, Amazon’s trademarks, name,  
11 and/or imitation designs to deceive people visiting his webpages. On information and belief,  
12 Defendants’ wrongful conduct misleads and confuses those people as to the origin and  
13 authenticity of the goods and services advertised, marketed, offered, or distributed in  
14 connection with Amazon’s trademarks, name, and imitation visual designs, and wrongfully  
15 trades upon Amazon’s goodwill and business reputation. Defendants’ conduct constitutes  
16 (a) false designation of origin, (b) false or misleading description, and (c) false advertising, all  
17 in violation of 15 U.S.C. § 1125(a).

18           112. Defendants’ acts constitute willful false statements in connection with goods  
19 and/or services distributed in interstate commerce, in violation of § 43(a) of the Lanham Act,  
20 15 U.S.C. § 1125(a).

21           113. Defendants are subject to liability, jointly and severally, for the wrongful  
22 conduct alleged herein, both directly and under various principles of secondary liability,  
23 including without limitation, respondeat superior, vicarious liability, and/or contributory  
24 infringement.

25           114. Amazon is further entitled to injunctive relief, as set forth in the Prayer for  
26 Relief below. In addition to the significant harm that Defendants have caused to innocent  
27



1 jobseekers, Defendants’ acts have caused irreparable injury to Amazon. The injury to Amazon  
2 is, and continues to be, ongoing and irreparable. An award of monetary damages cannot fully  
3 compensate Amazon for its injuries, and Amazon lacks an adequate remedy at law.

4 115. As a result of Defendants’ wrongful conduct, Amazon is entitled to recover its  
5 actual damages, Defendants’ profits, and treble damages and attorney fees pursuant to  
6 15 U.S.C. § 1117(a)–(b). The amount of money due from Defendants to Amazon is unknown  
7 to Amazon and cannot be ascertained without a detailed accounting by Defendants.

8 **THIRD CAUSE OF ACTION**

9 **(AGAINST ROY ORON, MAAYAN MARZAN, AND CLICKOMY)**

10 **Trademark Dilution (15 U.S.C. § 1125(c))**

11 116. Amazon incorporates by reference the factual allegations contained in  
12 Sections I–IV as though set forth herein.

13 117. Amazon has exclusively and continuously promoted and used the Amazon  
14 Trademarks. As one of the world’s most well-known technology companies, the Amazon  
15 Trademarks have become famous, distinctive, and well-known symbols of Amazon—well  
16 before the Defendant began using the Amazon Trademarks in association with his goods or  
17 services unaffiliated with Amazon through the Defendants’ illegal use and infringement of the  
18 Amazon Trademarks.

19 118. The actions of the Defendants including, but not limited to, their unauthorized  
20 use of the described Amazon Trademarks in commerce to deceive users into believing  
21 Defendants’ websites are affiliated with Amazon are likely to cause dilution of the Amazon  
22 Trademarks by blurring and tarnishment in violation of 15 U.S.C. § 1125(c).

23 119. As a result of Defendants’ willful conduct, Amazon is entitled to recover its  
24 actual damages, Defendants’ profits, and treble damages and attorney fees pursuant to  
25 15 U.S.C. § 1117(a).





1 132. Defendants have used, and continue to use, Amazon's name to deceive  
2 customers. On information and belief, Defendants' wrongful conduct misleads and confuses  
3 the public as to the origin and authenticity of Defendants' services and wrongfully trades upon  
4 Amazon's goodwill and business reputation. Defendants' conduct constitutes false advertising,  
5 in violation of 15 U.S.C. § 1125(a).

6 133. Defendants' acts constitute willful false statements in connection with goods  
7 and/or services distributed in interstate commerce, in violation of § 43(a) of the Lanham Act,  
8 15 U.S.C. § 1125(a).

9 134. Defendants are subject to liability for the wrongful conduct alleged herein, both  
10 directly and under various principles of secondary liability, including without limitation,  
11 respondeat superior, vicarious liability, and/or contributory infringement.

12 135. Amazon is further entitled to injunctive relief, as set forth in the Prayer for  
13 Relief below. In addition to the significant harm that Defendants have caused to innocent  
14 jobseekers, Defendants' acts have caused irreparable injury to Amazon. The injury to Amazon  
15 is and continues to be ongoing and irreparable. An award of monetary damages cannot fully  
16 compensate Amazon for its injuries, and Amazon lacks an adequate remedy at law.

17 136. As a result of Defendants' wrongful conduct, Amazon is entitled to recover its  
18 actual damages, Defendants' profits, and treble damages and attorney fees pursuant to  
19 15 U.S.C. § 1117(a)–(b). The amount of money due from Defendants to Amazon is unknown  
20 to Amazon and cannot be ascertained without a detailed accounting by Defendants.

21 **SIXTH CAUSE OF ACTION**

22 **(AGAINST CASH NETWORK, RASHEED ALI, AND PETER BRADFORD)**

23 **Contributory Liability and Agency Liability**

24 137. Amazon incorporates by reference the factual allegations contained in  
25 Sections I–IV as though set forth herein.  
26  
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1           138. Defendants First Impression, Giles, and Brown violated 15 U.S.C. § 1125(a) as  
2 alleged in the Fifth Cause of Action.

3           139. Cash Network, Ali, and Bradford are contributorily liable for each of the  
4 violations of First Impression, Giles, and Brown. They had actual or constructive knowledge  
5 of First Impression's, Giles', and Brown's false advertising, and they directly controlled and  
6 monitored the instrumentality First Impression, Giles, and Brown used to falsely advertise  
7 opportunities to work with Amazon. Further, they intentionally induced this false advertising  
8 by paying First Impression to generate leads for the opportunity to work at home with Amazon  
9 displayed on Oron's and Marzan's website.

10           140. Cash Network, Ali, and Bradford are also vicariously liable under common law  
11 agency principles. They, as principal, manifested assent to First Impression, their agent, that  
12 First Impression act on their behalf and subject to their control, and First Impression agreed to  
13 so act.

14           141. Defendants Ali and Bradford are liable based on their direct involvement in the  
15 activities alleged in the FAC. They are also liable for the acts of Cash Network alleged in the  
16 FAC because they had the right and ability to supervise, direct, and control the wrongful  
17 conduct alleged in the FAC and derived a direct financial benefit from that wrongful conduct.

18           142. As a result of Defendants' conduct, they are jointly and severally liable for the  
19 damages described in the Fifth Causes of Action. Additionally, Amazon is entitled to recover  
20 its actual damages, Defendants' profits, and attorney fees pursuant to 15 U.S.C. § 1117(a).

21           143. Amazon is further entitled to injunctive relief, as set forth in the Prayer for  
22 Relief below. In addition to the significant harm that Defendants have caused to innocent  
23 jobseekers, Defendants' acts have caused irreparable injury to Amazon. The injury to Amazon  
24 is and continues to be ongoing and irreparable. An award of monetary damages cannot fully  
25 compensate Amazon for its injuries, and Amazon lacks an adequate remedy at law.  
26  
27

**SEVENTH CAUSE OF ACTION**

**(AGAINST FIRST IMPRESSION, JEFFREY GILES, AND DALE BROWN)**

**Cybersquatting (15 U.S.C. § 1125(d))**

144. Amazon incorporates by reference the factual allegations contained in Sections I–IV as though set forth herein.

145. Amazon has exclusively and continuously promoted and used the Amazon Trademarks. As one of the world’s most well-known technology companies, the Amazon Trademarks have become famous, distinctive, and well-known symbols of Amazon—well before any of the Defendants registered the domains amazoncash.org, amazonrecruiter.org, amazonishiring.org, amazonprofits.org, amazonwealth.org, and amzjobs.org.

146. Defendants registered and used the domains amazoncash.org, amazonrecruiter.org, amazonishiring.org, amazonprofits.org, amazonwealth.org, and amzjobs.org with a bad faith intent to profit from the Amazon Trademarks based on a number of factors, including the fact that the domains are used in furtherance of a scheme to defraud consumers by deceiving them into believing Defendants’ domains are affiliated with Amazon.

147. The domains amazoncash.org, amazonrecruiter.org, amazonishiring.org, amazonprofits.org, amazonwealth.org, workwithamazon.org, workusingamazon.org, earnwithamazon.org, earnusingamazon.org, and amzjobs.org are confusingly similar to or dilutive of the Amazon Trademarks.

148. Amazon is entitled to actual damages under 15 U.S.C. § 1117(a), or in the alternative, statutory damages under 15 U.S.C. § 1125(d)(1).

149. Amazon is entitled to have ownership of the domains amazoncash.org, amazonrecruiter.org, amazonishiring.org, amazonprofits.org, amazonwealth.org, workwithamazon.org, workusingamazon.org, earnwithamazon.org, earnusingamazon.org, and amzjobs.org transferred to them, or in the alternative to have those domains forfeited or cancelled.



1 an identification of those victims;

2 D. That Defendants' profits earned from innocent jobseekers, as alleged in this  
3 FAC, be disgorged pursuant to 15 U.S.C. § 1117(a);

4 E. That Defendants be required to pay all actual damages which Amazon has  
5 sustained, or will sustain, as a consequence of Defendants' unlawful acts, and that such  
6 damages be trebled as provided for by 15 U.S.C. § 1117(a)–(b), or otherwise allowed by law;

7 F. That, instead of actual damages, Defendants be required to pay the maximum  
8 amount of statutory damages for their infringement of the Amazon Trademarks pursuant to  
9 15 U.S.C. § 1117(c);

10 G. As this is an exceptional case, that Defendants be required to pay the costs of  
11 this action and the reasonable attorneys' fees incurred in prosecuting this action, as provided  
12 for by 15 U.S.C. § 1117, or otherwise by law; and

13 H. That the Court grant Amazon such other, further, and additional relief as the  
14 Court deems just and equitable.

15  
16 DATED this 31st day of October, 2019.

17 DAVIS WRIGHT TREMAINE LLP  
18 Attorneys for Amazon.com, Inc.

19 By s/ Bonnie E. MacNaughton  
20 Bonnie E. MacNaughton, WSBA #36110

21 s/ James H. Wendell  
22 James H. Wendell, WSBA #46489

23 s/ Sara A. Fairchild  
24 Sara A. Fairchild, WSBA #54419

25 920 Fifth Avenue, Suite 3300  
26 Seattle, WA 98104  
27 Phone: (206) 622-3150  
Fax: (206) 757-7700  
Email: bonniemacnaughton@dwt.com  
jamiewendell@dwt.com  
sarafairchild@dwt.com




# **Exhibit 1**

Cash Website Success

## NEW – Work at Home Opportunity With Amazon in United States Tacoma

Next Payday is on: 2018/10/15



Work from home opportunities have been featured in:

abc Forbes NBC FOX CBS

313 23 32 20 5

Tweet Like +1 Print it Reblog

If you spend a lot of time online and want to [earn money from your own home](#), then this may be the most exciting news article you'll read.

**Here's why:** A new "Work From Home" program with Amazon Just released, that will allow people to earn money from the comfort of their own homes.

Now, tens of thousands of , people will soon have the opportunity to [make a steady income](#) every month , from the comfort of their own home, getting paid by check, direct deposit, and even Paypal. Keep reading to discover how much some people are making every month with this job (the numbers may shock you).

### Amazon worth more than Microsoft for the first time

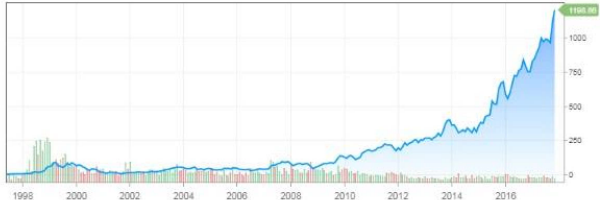
Amazon.com Inc (AMZN:NASDAQ)

Real Time Quote | NASDAQ Last Sale Trades, Consolidated Volume | USD

Last | 12:53:12 PM EST Volume 52 week range

1,198.855 +3.03 (+0.25%) 1,915,837 736.70 - 1,213.41


	1D	5D	1M	3M	6M	YTD	1Y	5Y	ALL
+ Comparison									





Amazon market value soared above \$685 billion, making the Jeff Bezos-led giant worth more than Microsoft for the first time ever. Microsoft's market value currently stands at \$684 billion. JOIN the success NOW, before it's too late!

**Here's the deal:** Amazon market is a **\$685 billion dollar** company that's thriving and reporting consistent profits every quarter, **even during the global recession**. They are expanding rapidly! This allows finding talents that would otherwise be unreachable and pay them based on results on a long term basis.

**Why?** Because Amazon is rapidly expanding their presence around the world and this brings a [thousands of new work at home opportunities](#) for



This is a monumental opportunity! You can start making money from the palm of your hand using Amazon on mobile phones partnered with tools from the [Cash Website Success](#)

Getting started is easy! Follow the steps below to start working for Amazon immediately!

- Step 1:** Sign-up for Cash Website Success
- Step 2:** Work 2-5 Hours Per Week
- Step 3:** Receive Your Pay Check!

**LATEST MENTIONS ON TWITTER**

[@Rosario\\_Mario](#)  
Posted: 5 minutes ago  
[@Amazon\\_Sites](#) & [@Amazon](#)  
THANKS! Just received my check.  
[#makeamoneyfromhome](#)


[@Love2bLoved](#)  
Posted: 7 minutes ago

https://systemmswps.pw/mswbps?a=767&s1=10516&s2=121659004 id opening up [thousands of new work at home opportunities](#) for

consistent profits every quarter, **even during the global recession**. They are expanding rapidly! This allows finding talents that would otherwise be unreachable and pay them based on results on a long term basis.

Why? Because Amazon is rapidly expanding their presence around the world and this brings a once in a life time opportunity and opening up **thousands of new work at home opportunities** for motivated people interested in working on their computers or smartphones from the comfort of their own home.

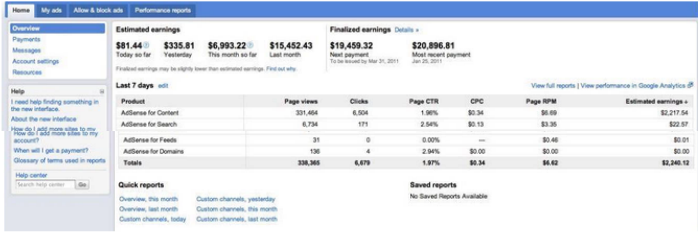
**Sounds too good to be true?** That's what local, Chris J. Peters initially thought too. Chris is a 37 year old father who lost his job earlier in Sep 2015. He was lucky enough to be invited to **beta test** of this program in November.



**AMAZON Work at Home Opportunity** Karen and Chris Peters, parents of two were initially skeptical of this work at home opportunity but it turned to be "the best decision they've ever made"

Chris admits "At first, I thought this was a joke. **Making money from the internet** is only a dream. But I decided to try it anyways, since it was **free to sign up**. I received my welcome package and couldn't believe how simple it was!"

**Courtesy of Chris J. Peters:**



**"I get paid a great deal of money working from home...and I get paid every Tuesday morning... I make around \$14,000 a month right now. I receive the cash directly in my bank account by direct deposit but they offered check or Paypal too"**

**What exactly was Chris paid to do?** He says, "They gave me my own website that makes me money 24/7. I got to choose my weekly hours and work a schedule that fits my lifestyle as a father. I feel blessed I get to spend more time with my son, my parents, and of course my beautiful wife. Giving this a try was the best decision I have ever made. My parents are so proud of me!"

**The good news:** as of 2018/10/15 "Cash Website Success" has officially released their new **work from home kit** to all residents. There will be about **150 spots available** that are expected to be filled quickly in the next few days (the opportunity is **only available** in United States Tacoma, until 2018/10/15).

**What you need:** **Only a computer, smartphone, or tablet with internet access.** You don't need any special skills other than knowing how to use a computer and browsing the internet. Another perk of this program is you get to choose your own hours. You can work completely on your own schedule - whether that's 5 hours a week or 50 hours a week. **Absolutely no selling or telemarketing involved!**

**How do you get started?**

**@Amazon Sites & @Amazon**  
THANKS! Just received my check.  
[#makemoneyfromhome](#)

610 likes, 514 retweets

**@Love2bLoved**  
Posted: 7 minutes ago  
**@Amazon Sites** Can I run Amazon campaigns? How can I get in on THAT?! [#showmethemoney](#)

17 likes, 64 retweets

**@WoodyWilson**  
Posted: 9 minutes ago  
**@Amazon Sites** Are checks still going out on March 8? [#broke](#)

12 likes, 31 retweets

**@FacePunchDrunk**  
Posted: 13 minutes ago  
**@Amazon Sites** Anything available in Cincinnati, OH yet? [#fingerscrossed](#)


2 likes, 3 retweets

**@happysuccessful**  
Posted: 14 minutes ago  
**@Amazon Sites & @Amazon** Guess who just shared 13 links!?! [#thisgirl](#) [#payme](#) LOL :)

2 likes, 3 retweets

[View on Twitter](#)

**"WE NEED YOUR HELP" - Jeff Bezos**



**In a recent press release from Amazon CEO:**

Amazon has a total of 562,382,292 products as on Jan 10th, 2018 - 98% of the sales comes from affiliates! YES you can join the work from home opportunity with AMAZON right now!



This is a monumental opportunity! You can start making money from the palm of your hand using Amazon on mobile phones partnered with tools from the **Cash Website Success**

2018/10/15).

**What you need: Only a computer, smartphone, or tablet with internet access.** You don't need any special skills other than knowing how to use a computer and browsing the internet. Another perk of this program is you get to choose your own hours. You can work completely on your own schedule - whether that's 5 hours a week or 50 hours a week. **Absolutely no selling or telemarketing involved!**

## How do you get started?

**It's very simple:**

First, you will need to apply for "[Cash Website Success](#)" [work from home package](#). Why? Because "[Cash Website Success](#)" decided to invest in United States Tacoma and hire more people from this area and thus help the economy grow and recover faster. They have released a limited amount of kits, all distributed through local websites in your area, you only need to pay a small enrollment fee.

This small fee covers the processing costs and also separates the people who are *serious* about working with this huge network through this program.

"Anybody with basic computer skills will be able to perform these tasks" the company remarks, "We understand the psychology of working from home and we want to give our employees tasks that are simple and easy. Then, reward them generously in order to keep them motivated."

**Is this worth quitting your job? If you're lucky enough to receive a kit, this will simply add as much as \$14,000 to your monthly income while working as much or as little as you want.**

"[Cash Website Success](#)" [work from home program](#) only requires 1-2 hours a day of work to start, so you see just how simple it can be to earn money from home. This way our work from home employees will see the benefit and start devoting more and more time each day and their income will increase accordingly."

Although these positions are being filled quickly since the accouchements, quite a few openings still remain at the time of this writing.

## How to Join

To join this one time opportunity working from home with Amazon here are the three steps:

**Step 1:** Visit the [Cash Website Success Application Page](#) and fill out the short form to see if you qualify.

**To guarantee your place in this opportunity you must check availability**

- ✔ No Experience Needed
- ✔ Instant Account Setup and Activation
- ✔ Start Working TODAY!
- ✔ Unlimited Customer Support!
- ✔ Work ONLY 2-5 Hours a Day!

**CHECK AVAILABILITY HERE!**

If I gave you a way to earn **\$500 per day** just by pressing a button...

Enter Your Name And Email Below And Click The "Get Started Now" Button To Continue...

Name:

Email:

Mobile Phone:

I have read and agree to the Terms and Conditions

**Get Started Now!**

Risk and Reward

**Step 2:** If you are lucky enough to qualify you can get the package for a small enrollment fee. You'll receive immediately access to the program and choose your preferred method to get paid.

**Step 3:** Complete your online tasks and get paid by check, Paypal or direct deposit very week!

**Associated Links:**

[Cash Website Success](#)

**UPDATED 2018/10/15: BREAKING NEWS!**

Instant Qualification for People who Speak English

**Facebook**  
We have 75 articles for you to share today. Please check your Explosive Payday account for specific details.  
1 hour ago Like · Comment

Mark Zuckerberg likes this.

Elma K. Jennings What's today's payout per article?  
6 hours ago Like

Facebook Elma, today's payout per article is \$96.  
6 hours ago Like

Elma K. Jennings Nice! It looks like it's going to be another GREAT DAY! Thx :)  
6 hours ago Like

Facebook Indeed it is :)  
6 hours ago Like

We have made the executive decision to allow all

**This is a monumental opportunity!** You can start making money from the palm of your hand using Amazon on mobile phones partnered with tools from the [Cash Website Success](#)

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**@happysuccessful**  
Posted: 14 minutes ago  
@Amazon Sites & @Amazon Guess who just shared 13 links!?! #thisgirl #payme LOL :)

[View on Twitter](#)

Cash Website Success

6 hours ago Like

Add a comment...

English speaking applicants into the program upon request. This is effective immediately, however, this acceptance will expire on . If you want to be involved in this monumental opportunity, you must act now, because we will no longer be offering this opportunity publicly.

Please contact [Cash Website Success](#) to take advantage of this offer as soon as possible. Their customer service department is standing by.

[Click Here to get started!](#)

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