Amazon Takes Legal Action Against International Refund Fraud Ring



Amazon has filed suit in London's High Court against an international criminal enterprise known as "Spectre," which allegedly orchestrated a sophisticated refund fraud scheme across multiple countries.

The case marks one of the first major international legal actions against professional refund fraudsters who have turned retail theft into a service-for-hire business.

The Rise of "Refund as a Service"

The lawsuit, filed by Amazon UK Services Limited and Amazon EU S.A.R.L, details how Spectre operated as part of an underground industry that transformed retail

fraud into a business model. Operating primarily through the messaging platform Telegram, Spectre allegedly offered customers the opportunity to obtain fraudulent refunds for high-value electronics and other goods purchased through Amazon's websites across the UK, United States, Canada, and several European countries.

"These organized refund fraudsters openly advertise their services across numerous forums and social media channels—competing against each other to partner with other bad actors to grow their organization," the court documents state.

How the Scheme Worked

According to Amazon's filing, Spectre's operation followed a detailed playbook:

- Customers would purchase expensive items, often electronics like iPhones
- After receiving the products, customers would engage Spectre's services for a fee
- Spectre would take control of the customer's Amazon account
- The group would then contact Amazon customer service claiming the package arrived empty
- In some cases, they would provide fraudulent police reports to support their claims
- Once the refund was processed, customers kept both the product and the refund money
- Spectre would collect a percentage of the refund as payment
- .

A Case Study in Fraud

The court documents highlight specific examples of the alleged fraud. In one instance, a customer identified as Lukas John Walsh allegedly ordered two iPhone 15 devices worth £1,398 (\$1,725) on February 14, 2024. After receiving the phones, the scheme operators contacted Amazon claiming the package was empty. Amazon processed a refund, and Spectre later posted about the successful fraud on their Telegram channel as a "vouch" – a testimonial meant to attract more customers.

The Digital Underground

By March 2024, Spectre's main Telegram channel had amassed over 2,400 subscribers, with additional channels dedicated to specific services and discussion forums. The group also maintained profiles on underground forums like "Cracked.io" and "Nulled.to," where they advertised their services to potential customers.

IN THE HIGH COURT OF JUSTICE KING'S BENCH DIVISION

BETWEEN:

(1) AMAZON UK SERVICES LIMITED

(2) AMAZON EU S.A R.L (UK BRANCH)

The UK branch establishment of an overseas company incorporated in the Grand Duchy of Luxembourg

Claimants

and

(1) PERSONS UNKNOWN BEING INDIVIDUAL(S) OR COMPANY(IES) OPERATING THE 'SPECTRE' REFUND SERVICE PROVIDER

(2) PERSON(S) UNKNOWN KNOWN AS "ILKAN KAZIMLI" AND/OR "two_fxce03"

(3) LUKAS JOHN WALSH

(4) MEET GHELANI

Defendants

PARTICULARS OF CLAIM

A INTRODUCTION

- This claim relates to systematic refund abuse perpetrated by persons unknown who operate an international fraud organization named 'Spectre', in conjunction with persons who assist Spectre in their wrongdoing (such as the Second Defendant), and numerous customers of Spectre (such as the Third and Fourth Defendants). Through this claim, Amazon seeks to expose and hold the Defendants accountable for their fraudulent activity.
- 2. As explained in these Particulars of Claim:

Claim no.

- 2.1. Protecting customers and earning the trust of selling partners are core values at Amazon. Customers who shop in Amazon's online stores should be delighted with their purchases, and if they are not, they should be able to easily return the product. Amazon has built one of the most trusted brands in the world, in part based on its highly trusted customer service and refund process.
- 2.2. Refund fraud is a persistent problem that plagues online and physical retailers alike. Sophisticated fraudsters—like Spectre—systematically exploit the refund process for their own financial gain. Their activity leaves retailers and honest consumers to bear the brunt of increased costs, decreased inventory, and poor return experiences. It also undermines Amazon's ability to efficiently serve customers and selling partners.
- 2.3. Spectre is part of an underground industry that offers fraudulent refunds to users. Among other places, Spectre operates Telegram channels where they openly advertise their fraudulent refund services targeting Amazon and other retailers. In this scheme, bad actors who want a free product (like an Apple iPad) pay Spectre a fee (often a proportion of the product's cost) to obtain a fraudulent refund. Spectre uses sophisticated methods to obtain the refund, including deceiving Amazon customer service and generating fraudulent police reports. The Second Defendant is one provider of fraudulent police reports to Spectre. The Defendants' scheme tricks Amazon into processing refunds for products that are never returned; instead of returning the products as promised, Defendants keep the product and the refund. Together, Spectre and its users have conspired to defraud Amazon and should be held to account for the significant harm caused to retailers and consumers.

B THE PARTIES

- 3. The Claimants are companies within the Amazon group ("**Amazon**"), a multinational group of companies which, *inter alia*, market and sell goods on the internet.
 - 3.1. The Claimants operate the Amazon.co.uk website (the "**Amazon UK Website**"), one of the websites through which the Amazon group sells goods to the public in the United Kingdom (such website also being accessible to consumers in other territories).
 - 3.2. The Amazon UK Website is known for its highly trusted customer service and refund process.

- 3.3. The First Claimant is an English company. It is responsible *inter alia* for certain of the Amazon group's customer services operations, including assessing and deciding whether to issue customer requests for purchased goods to be returned to and/or refunded by Amazon.
- 3.4. The Second Claimant is the UK branch of a company organised and existing under Luxembourg law. It is responsible *inter alia* for: operating and managing Amazon's European online retail business, including that of the Amazon UK Website; being the seller of record of Amazon inventory on the European websites including that of the Amazon UK Website. This means it is the owner and ultimate seller of Amazon inventory to consumers for sales made by Amazon (as opposed to sales made by third-party merchants offering their own inventory through the Amazon.co.uk website). It is also responsible for logistics, transportation and supply chain services; remitting refund payments to customers, and other functions. Its UK establishment office address is 1 Principal Place, London, Worship Street, EC2A 2FA.
- 4. The First Defendant ("Spectre") consists of persons unknown who operate the Refund Service Provider ("RSP") known as 'Spectre', which offers fraudulent refunds to, *inter alia*, users of the Amazon UK Website, as explained below in Sections C2 and C3.
- The Second Defendant is a provider of fraudulent police reports used by Spectre to procure fraudulent refunds.
- 6. The Third and Fourth Defendants form part of a class that shall be referred to collectively as the "**RSP Customers**", who have made use of Spectre's services to procure fraudulent refunds from the Amazon UK Website.
- 7. Particulars of the RSP Customers (including the Third and Fourth Defendants) are set out in Annex 1 to these Particulars of Claim, to which the Court is referred.
- 8. At present, this claim has been issued against an illustrative, limited set of Defendants, due to concerns that avenues of communication with the First and Second Defendants may become unavailable once they become aware of this claim. The Claimants intend to apply for permission to amend this claim and add further RSP Customers as Defendants in due course, after engaging in pre-action correspondence.

C FACTUAL BACKGROUND

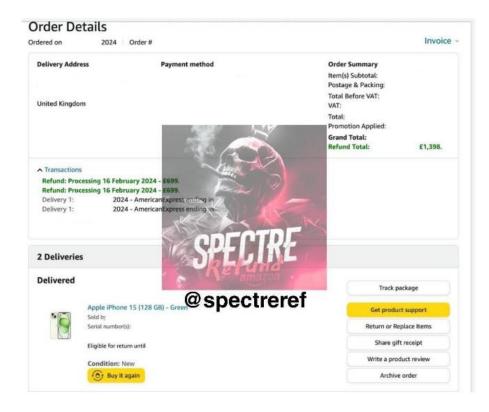
9. Customers of the Amazon UK Website access and order items using an account (referred to by Amazon as a "Buyer Account"). After customers place their orders online, Amazon fulfils these orders by retrieving the product from its source location (such as an Amazon fulfilment centre) and shipping the product to the customer's location.

C1 Amazon product returns

- 10. One of Amazon's most popular features is its user-friendly order and return policies.
- 11. If a customer decides to return or have refunded a purchased item, they are typically required to access the "*Online Returns Centre*" on the Amazon UK Website via their Buyer Account, and state that they are returning a specific item. The customer will then be presented with a list of potential reasons why the item is being returned and is required to select an option.
- 12. Alternatively, a customer may also converse with customer services operators via Amazon's *"Customer Service"* chat function on the Amazon UK Website ("**Amazon Customer Service**") to a return an item or get a refund. The interlocutor with the customer may be a human operator or an automated chatbot. Customers may also request a refund over the phone or by post, although this is less common.
- 13. The content and outcome of these conversations can take a multitude of courses. The chatbot system will typically provide the customer recourse to a human interlocutor if it detects the situation is unusual, for example if the customer claims their item is missing from a delivered package. If the customer services representative is satisfied a refund should be issued based on Amazon's policies, they are empowered to issue one after a conversation with the customer. In the case of a "*missing*" item, they may request that the customer supplies a police report or crime reference number to Amazon before issuing a refund.
- 14. Once a return request is processed, customers typically receive a shipping label to send the product back to Amazon.
- 15. In addition to obtaining a refund through a product return, Amazon allows customers to request a refund for products that are not delivered, or arrive damaged, inoperable, or deficient in some other way.
- 16. If the refund request is granted by Amazon based on its policies, the total order amount is credited back to the customer using the payment method associated with the Buyer Account

C2 Refund fraud as a service

- 17. Genuine refunds are a standard and expected component of the retail industry. Amazon customers should be delighted with their purchases, and they should have the ability to easily return a product if they are not.
- 18. Unfortunately, fraudsters exploit the refund process for their own financial gain to the detriment of honest consumers and retailers who must bear the brunt of increased costs, decreased inventory, and service disruption that impacts genuine customers. Refund fraud affects the entire retail industry, including physical and online retailers alike.
- 19. Some fraudsters—like Spectre—have created organized operations to systematically defraud retailers at scale. These operations, such as Spectre, have created illegitimate "*businesses*" offering fraudulent refunds to individuals around the world who are knowingly engaging with and participating in the fraud in order to receive expensive electronics and other products for free. These fraudulent schemes operate as an underground industry that enables a multitude of bad actors to conspire to take part in (and benefit from) sophisticated fraudulent activity.
- 20. These organized refund fraudsters openly advertise their services across numerous forums and social media channels—competing against each other to partner with other bad actors to grow their organization. Among other tactics, they post user testimonials on messaging channels demonstrating the success of the operation. These user testimonial posts are referred to as "*Vouches*." The following is a sample Vouch uploaded by Spectre to the @spectreref Telegram channel (details of which are set out below in paragraph 24). This Vouch appears to be connected to a fraudulent refund procured by the Third Defendant in respect of two Apple iPhones worth £1,398.00.



21. The RSP's economic interest in providing its fraudulent refund service is either the receipt from the customer of a proportion of the money the customer gets back by way of a refund from Amazon, or a flat rate fee.

C3 Spectre's refund fraud service

- 22. Spectre is an RSP that targets Amazon's online stores in the UK, United States, Canada, Germany, Spain, Italy, and France (as well as numerous other retailers).
- 23. Spectre principally uses the anonymous online chat application called 'Telegram' to advertise its fraudulent refund services (including against the Amazon UK Website as a target retailer) and to communicate with users of Spectre's services.
- 24. '@spectreref' is the username / handle under which the RSP communicates with customers and others on Telegram.
 - 24.1. Spectre's main channel, named "Spectre Refund Service", is used to advertise their services and interact with customers seeking to obtain fraudulent refunds from Amazon. This channel was created on 24 May 2023 and had 2,431 subscribers as of 20 March 2024.
 - 24.2. The channel "Spectre Store list" sets out a list of stores that Spectre offers refund services in relation to, specifications as to the kinds of orders it will work with, as well as

instructions for obtaining refunds. This channel was created on 29 September 2023 and had 1,010 subscribers as of 20 March 2024.

- 24.3. The channel "Spectres Lounge" appears to be a message board for more experienced users and/or other fraudsters to converse. This channel was created on 22 February 2024 and had 375 subscribers as of 20 March 2024.
- 24.4. There is a further channel called @spectreamazon that does not currently appear to be in active use. This channel was created on 16 November 2023 and had 35 subscribers as of 20 March 2024.
- 24.5. In addition to using these channels, users may also directly message @spectreref on Telegram.
- 25. In addition, Spectre offered its services via various online forums:
 - 25.1. Spectre advertised its services on the online forum known as 'Cracked.io', where its username was 'SpectreRefs'. This account was created on 16 September 2023.
 - 25.2. Spectre also advertised its services on the online forum known as 'Nulled.to', where its username was 'SpectreRefunds'. This account was created on 3 September 2023.
- 26. Spectre's modus operandi is described below, by reference to a hypothetical 'Spectre User'.
 - 26.1. The Spectre User will place an order for a high-value item using their Amazon Buyer Account.
 - 26.2. The item will be delivered to the Spectre User's nominated delivery address.
 - 26.3. Amazon's systems will indicate that the item has been safely delivered to this nominated delivery address.
 - 26.4. After placing the order, and receiving the item, the Spectre User requests Spectre's assistance in obtaining an abusive refund for the purchased item. A fee is agreed between Spectre and the Spectre User.
 - 26.5. In order to facilitate the refund, Spectre first requests that the Spectre User remove:
 - (a) All two-factor authentication from the Spectre User's personal email account linked to the Buyer Account;

- (b) All two-factor authentication from the Spectre User's Buyer Account; and
- (c) The phone number from the Spectre User's Buyer Account.
- 26.6. Spectre then instructs the Spectre User to provide it with the following information:
 - (a) E-mail address;
 - (b) E-mail password;
 - (c) Store name (*Amazon, in this case*);
 - (d) Buyer Account password;
 - (e) Delivery country; and
 - (f) Order amount.
- 26.7. Spectre usually stipulates that the E-mail address referred to above is a 'protonmail.com' address, or occasionally a 'yopmail.com' address. Therefore, the customer may have to create a new email address, and/or update their Buyer Account before completing the above step.
- 26.8. Spectre then accesses the Spectre User's Buyer Account and email account, changing the passwords for both accounts pending payment of Spectre's fee for its assistance with the requested abusive refund.
- 26.9. Using the Spectre User's Buyer Account, Spectre contacts Amazon Customer Service via the online chat function and impersonates the customer. Spectre typically represents to Amazon Customer Service that the item received was an empty package in order to procure a refund from Amazon.
- 26.10.In some instances, Amazon Customer Service may request that the Spectre User secures a police report from the relevant local police authority in relation to the missing item, and that this police report is then shared with Amazon. In these cases, Spectre sends a fraudulent police report for the incident (as was done in the case of the Fourth Defendant). The Second Defendant has provided at least two fraudulent police reports to Spectre, which were then shared with Amazon.
- 26.11.Following a successful refund, Spectre provides a screenshot to the Spectre User to show that the refund has been completed.

- 26.12.Spectre then requests payment, commonly via cryptocurrency, providing the Spectre User with a cryptocurrency 'wallet address' to which the Spectre User should make a transfer.
- 26.13. After the payment is sent, Spectre provides the Spectre User with the passwords to their Buyer Account and email account, thereby returning control of those accounts to the Spectre User.
- 26.14.Spectre may also post a Vouch in relation to the transaction on its Telegram channels. It is not known if Spectre does this in relation to all transactions.
- 27. The Claimants are aware of the following Bitcoin wallet address used by Spectre, albeit it is not known if other wallets are being used by Spectre:

151ckrVZEQW2ZKRvUNSzoiyJAhHtts2DXn

- 28. The precise details of how Spectre carries out refund fraud are within Spectre's knowledge. There may be variations in the way that Spectre provides its services. The Claimants reserve the right to plead further upon disclosure and/or further investigation.
- 29. Particulars of the transactions entered into by the RSP Customers (including the Third and Fourth Defendant) are set out in Annex 1 to these Particulars of Claim, to which the Court is referred.

D THE CLAIMANTS' CLAIMS

30. The Claimants advance the following claims against Spectre and each RSP Customer (as the case may be) including the Third and Fourth Defendant in respect of each and every fraudulent refund procured by Spectre.

D1 Tort of deceit

- 31. Spectre is liable to the Claimants in the tort of deceit.
 - 31.1. Spectre made a representation which was false, namely that the relevant RSP Customer did not receive their ordered items, notwithstanding that the items had in fact been delivered.
 - 31.2. Further, in certain instances, Spectre made further false representations by providing the Claimants with fraudulent police reports.

- 31.3. Spectre knew that the aforesaid representation(s) were made, and that they were untrue. Alternatively, Spectre was reckless as to the truth or falsity of the aforesaid representation(s).
- 31.4. Spectre intended that the aforesaid representation(s) would induce the Claimants to provide a refund to the RSP Customer in question.
- 31.5. The Claimants were in fact induced by the aforesaid representation(s) to provide a refund to the RSP Customer in question.
- 31.6. The Claimants suffered loss as a consequence of each fraudulent refund as particularised below in Section E.
- 32. Further or alternatively, in instances where fraudulent refunds were procured by providing a fraudulent police report created by the Second Defendant, Spectre and the Second Defendant were jointly liable in the tort of deceit.
 - 32.1. The Second Defendant assisted Spectre in committing the tort of deceit and procuring the fraudulent refund by preparing and/or providing a fraudulent police report. This assistance was substantial: the provision of this fraudulent police report induced the Claimants to provide a refund to the RSP Customer in question.
 - 32.2. Spectre and the Second Defendant were party to a common design or shared intention, namely to procure a fraudulent refund from Amazon. The Second Defendant must have known that the fraudulent police reports contained untrue information. In order to prepare these reports, the Second Defendant must have been aware of the items in question, the fact that these items had been purchased from Amazon, and the personal details of the relevant RSP Customer.
 - 32.3. As explained above at paragraph 31, the tort of deceit was committed.
 - 32.4. The Second Defendant was thereby a knowing and active party to a scheme to defraud the Claimants, and is therefore jointly liable with Spectre in the tort of deceit.
- 33. Further or alternatively, the RSP Customers are each jointly liable in the tort of deceit, alongside Spectre.
 - 33.1. Each RSP Customer assisted Spectre in committing the tort of deceit and procuring the fraudulent refund by facilitating Spectre's access to their Buyer Account, and

providing Spectre with the necessary details to procure the refund. Paragraph 26 above is repeated.

- 33.2. Spectre and each RSP Customer were party to a common design or shared intention, namely to procure a fraudulent refund from Amazon.
- 33.3. As explained above at paragraph 31, the tort of deceit was committed.
- 33.4. Each RSP Customer was thereby a knowing and active party to a scheme to defraud the Claimants, and is therefore jointly liable with Spectre in the tort of deceit.
- 34. Further or alternatively, the RSP Customers are each liable to the Claimants in the tort of deceit, on the basis that Spectre made representations as an agent of the RSP Customers.

D2 Unlawful means conspiracy

- 35. Spectre and each of the RSP Customers were involved in an unlawful means conspiracy:
 - 35.1. There was a combination or agreement between Spectre and each of the RSP Customers.
 - 35.2. There was an intention to injure the Claimants by procuring a fraudulent refund.
 - 35.3. An unlawful act was carried out (namely the making of a false representation constituting deceit)
 - 35.4. This unlawful act caused loss suffered by the Claimants as particularised below in Section E.

D3 Unjust enrichment

- 36. Each of the RSP Customers was unjustly enriched as a result of each fraudulent refund:
 - 36.1. The RSP Customer was enriched as a result of receiving the refund monies from the Second Claimant.
 - 36.2. This enrichment was at the expense of the Second Claimant, since the refund was made by the Second Claimant.
 - 36.3. The Second Claimant relies upon the unjust factor of mistake: the refunds were paid based on an incorrect belief that the ordered items had not been delivered to the RSP Customer.

- 37. Spectre was unjustly enriched as a result of each fraudulent refund:
 - 37.1. Spectre was enriched as a result of being remunerated in respect of each fraudulent refund.
 - 37.2. This enrichment was at the expense of the Second Claimant: the economic reality was that there was a single transaction in which the RSP Customer received a refund and then paid a fee or proportion of that refund to Spectre.
 - 37.3. Further or alternatively, there were co-ordinated transactions in which the RSP Customer received a refund and then paid a fee or proportion of that refund to Spectre.
 - 37.4. The Second Claimant relies upon the unjust factor of mistake: the refunds were paid based on an incorrect belief that the ordered items had not been delivered to the RSP Customer.

E LOSS AND DAMAGE/ RESTITUTION

- 38. The Claimants have suffered loss and damage as a result of each fraudulent refund procured by Spectre. In particular:
 - 38.1. The First Claimant suffers loss as a result of having to assess and process fraudulent refunds in the form of wasted administrative work hours.
 - 38.2. The Second Claimant suffers loss as the payor for each refund.
- Particulars of the fraudulent refunds paid in respect of each RSP Customer are set out in Annex 1.
- 40. The Claimants do not know precisely how many fraudulent refunds have been procured or how much money has been fraudulently refunded, albeit it is believed that the overall amount of fraudulent refunds across all RSPs is in the millions of Pounds.
- 41. The Claimants are entitled to and claim damages to be assessed in respect of the aforementioned losses.
- 42. The Claimants are entitled to and seek restitution in respect of the unjust enrichment of the RSP Customers and/or Spectre.
- 43. The Claimants will further particularise their case on loss and damage/ restitution in the light of disclosure to be provided by Spectre.

44. The Claimants claim interest pursuant to Section 35A of the Senior Courts Act 1981 on the sums awarded by way of damages and/or restitution, at such rate and for such period as the Court sees fit.

AND the Claimants claim:

- (1) Damages to be assessed;
- (2) Restitution to be assessed;
- (3) Interest;
- (4) Costs;
- (5) Any further or other relief

WEI JIAN CHAN

6TH AUGUST 2024

Statement of Compliance

The Claimants have complied with the requirements of CPR 16 (Statements of Case).

Statement of Truth

I believe that the facts stated in these Particulars of Claim are true. I understand that proceedings for contempt of court may be brought against anyone who makes or causes to be made a false statement in a document verified by a statement of truth without an honest belief in its truth.

Full Name:

Clive Gringras

Signed:

Position / office held:

Partner, CMS Cameron McKenna Nabarro Olswang LLP (solicitors for the Claimants) 6th August 2024

Dated:

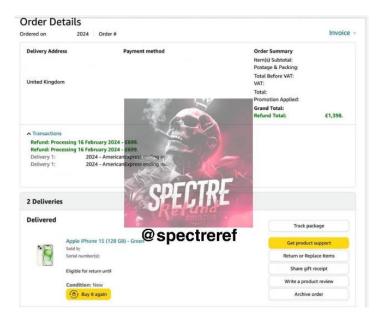
ANNEX 1: DETAILS OF RSP CUSTOMERS AND THEIR TRANSACTIONS

THE THIRD DEFENDANT

- 45. On 14 February 2024, the Third Defendant (Buyer Account Number: 419005858912) placed an Order (ID: 026-0760725-8641951) for an 'Apple iPhone 15 (128 GB) Black', as well as an 'Apple iPhone 15 (128 GB) Green' with a total value of £1,398.00.
- On 14 February 2024, the ordered items were shipped to the nominated address in Ormskirk, England.
- 47. Between that date and 16 February 2024, the ordered items were delivered to the nominated address.
- 48. On 16 February 2024, Amazon Customer Service was contacted (by Spectre) to request a refund on the false basis that the customer received an empty package

"Hello, I ordered 2 items, the packages arrived, however they were empty Can you please help me with my refund?"

- 49. On 16 February 2024, a refund in the amount of $f_{1,398.00}$ was processed.
- 50. The same day, a Vouch in respect of this refund was posted on Spectre Refund Service Telegram channel



51. The loss suffered by the Claimants in respect of the goods concerning this fraudulent refund was $f_{1,398.00}$.

THE FOURTH DEFENDANT

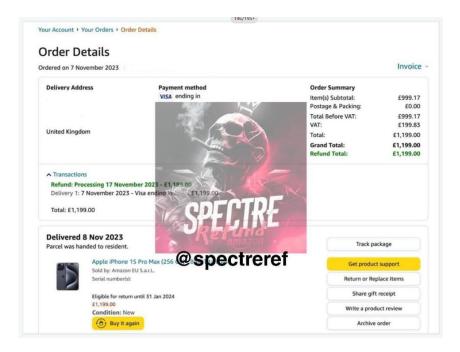
- 52. On 7 November 2023, the Fourth Defendant (Buyer Account Number: 534442582712) placed an Order (ID: 202-1572178-5781119) for an 'Apple iPhone 15 Pro Max (256 GB) Blue Titanium' with a total value of £1,199.00.
- On 7 November 2023, the ordered item was shipped to the nominated address in Greenford, London, England.
- 54. Between that date and 15 November 2023, the ordered item was delivered to the nominated address.
- 55. On 15 November 2023, Amazon Customer Service was contacted (by Spectre) to request a refund on the false basis that the Fourth Defendant received an empty package.

"Hello, I ordered an item, the package arrived, however it was empty, can you help me with my refund?"

56. In response, Amazon Customer Service requested a Crime Reference:

"After checking the details, I would like to inform you the tracking shows it has been successfully delivered to correct place. But as you've confirmed that you've not received. The package/item can be stolen, this could be a theft or larceny. In this case, I would request you to file a police report. We shall verify it and assist you with the best resolution."

- 57. By an email dated 17 November 2023, Spectre (pretending to be the Fourth Defendant) provided a purported police report purporting to be from *"Wembley Police station*". It is apparent from the following matters (among other matters) that the purported police report was a forgery:
 - 57.1. The report bears a logo/seal used by the Western Australian Police Force (the logo bearing the letters 'WA' and a Swan, the emblem of this Australian State); it is noted that there is also a suburb in Western Australia called 'Wembley', which may be the cause of this 'mistake' by the author of this police report.
 - 57.2. The report refers to an 'Incident Type' of "Grand Theft", which is not a type of incident or criminal act recognised in the United Kingdom (instead this appears to be a reference to a criminal act recognised in the United States of America).
- 58. On 17 November 2023, a refund in the amount of \pounds 1,199.00 was processed.
- 59. A Vouch in respect of this refund was posted on Spectre Refund Service Telegram channel



- 60. The loss suffered by the Claimants in respect of the goods concerning this fraudulent refund was $f_{1,199.00}$.
- 61. Details of further RSP Customers and their transactions will be pleaded in this Annex in due course.