

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION**

BENJAMIN JOSEPH LIGERI,)
)
Plaintiff,)
)
v.) Civil Action No. 2:25-cv-00860-JNW
)
AMAZON.COM, INC.,)
) JURY TRIAL DEMANDED
Defendant.)
_____)

**COMPLAINT FOR DECLARATORY RELIEF, CONSTRUCTIVE TRUST,
UNJUST ENRICHMENT, AND RECOGNITION OF EQUITY INTEREST
ARISING FROM FOUNDATIONAL MARKETPLACE CONTRIBUTIONS**

INTRODUCTION

1. Plaintiff Benjamin Joseph Ligeri (“Plaintiff”) brings this action to obtain restitution, declaratory relief, and recognition of a constructive ownership interest in Amazon.com, Inc. (“Amazon” or “Defendant”), quantified at approximately 125 to 175 basis points of Amazon’s current market capitalization. This stake reflects Plaintiff’s foundational and platform-defining contributions to Amazon’s third-party Marketplace ecosystem, which were materially integrated into Amazon’s infrastructure and monetization model without credit, compensation, or contractual equity – and then met with targeted retaliation, suppression, and expropriation designed to erase his legacy and absorb his commercial value.
2. The claim arises not from passive investment, but from a combination of value-creating innovation and unlawful appropriation. Plaintiff’s foundational work was not only materially integrated into Amazon’s Marketplace infrastructure but used to reshape entire categories—including toys and games, housewares, medical goods, private-label branding, and content-driven third-party sales. In the process, Amazon unlawfully appropriated Plaintiff’s

1 goodwill, suppressed his trademarks, and used backend brand control tools to reroute sales
2 away from Plaintiff's original listings and toward Amazon-controlled counterparts. The
3 requested equity stake is not speculative—it is a measure of restitution tied to Amazon's
4 systemic misappropriation of platforms, methods, and market access developed by Plaintiff
5 over years of direct contribution.

6 3. The scale of Amazon's misconduct is further evidenced by the estimated volume of
7 individual trademark violations committed against Plaintiff's brands. Across multiple
8 ASINs, categories, and enforcement cycles, Plaintiff estimates as many as 8,000 separate
9 acts of infringement—including unauthorized use of his registered marks by third-party
10 sellers at Amazon's behest, Amazon-internal brand overrides, GTIN hijackings, counterfeit
11 substitutions, deliberate diversion of consumer goodwill, and the repurposing of original
12 listings for Amazon's own benefit. Each such act may qualify as a distinct statutory
13 violation under 15 U.S.C. § 1117, with potential damages of up to \$250,000 per instance.
14 While Plaintiff does not seek statutory damages in this action, the cumulative exposure from
15 these violations—if pursued independently—could exceed several billion dollars,
16 underscoring that the requested equity stake is not only proportionate, but arguably modest
17 in light of the scale of systemic goodwill hijacking that occurred.

18 4. Plaintiff alleges that Amazon's current Marketplace model is built in substantial part upon
19 his pioneering work in, inter alia, toys and medical products, consumer relations,
20 photorealistic product presentation, retail arbitrage, brand development, customer
21 experience, product innovation, and optimized listing design. Amazon integrated these
22 innovations into its core operations—then systematically dismantled Plaintiff's businesses,
23 erased his listings, and displaced his brands without credit or compensation.

24 5. Plaintiff seeks restitution, declaratory relief, and a constructive equity stake of no less than
25 1.25% and no more than 1.75% of Amazon's outstanding shares, pursuant to doctrines of
26 unjust enrichment, promissory estoppel, constructive trust, equitable estoppel, quantum
27 meruit, and breach of the implied covenant of good faith and fair dealing.
28

6. This is not a case about failed competition—it is a *United States v. Paramount Pictures*—style case—on steroids—about calculated sabotage by a vertically integrated monopoly after the Plaintiff’s value had already been absorbed and his brand goodwill stolen by Defendant.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction under 28 U.S.C. § 1332 and 28 U.S.C. § 2201. The matter in controversy exceeds \$75,000 exclusive of interest and costs. Venue is proper under 28 U.S.C. § 1391 because Amazon maintains its principal place of business in this district.

PARTIES

8. Plaintiff Benjamin Joseph Ligeri is a natural person residing in the State of Florida. At all relevant times, Plaintiff was the founder and/or a driving force behind the brands, listings, and product strategies operated on Amazon. Plaintiff currently holds personal ownership of the brands and GTIN codes at issue.
9. Defendant Amazon.com, Inc. is a Delaware corporation headquartered in Seattle, Washington. Amazon operates the world’s largest e-commerce platform and maintains illicit hegemonic control over its third-party Marketplace.

FACTUAL BACKGROUND

I. PLAINTIFF’S PIONEERING ROLE IN AMAZON’S MARKETPLACE MODEL

10. Plaintiff played a pivotal role in transforming Amazon from a disjointed online shop—primarily known for books and bargain-bin knickknacks—into the vertically integrated, private-label, brand-driven, and arbitrage-enabled global retail empire it is today. He was written up in top business magazines as the top growing Amazon business back in 2012. He pioneered retail arbitrage on the platform, effectively inventing the category and accidentally launching what would become an entire industry. He had a lot of similar “accidents” as well. Plaintiff developed and launched over a dozen distinct brands, bringing structure and visibility to underserved markets, including bulk and craft seashell assortments.

1 He collaborated with Kangaroo to create best-selling toys and pool floats, later featured in
2 social posts by celebrities such as Britney Spears, Miley Cyrus and Dwayne “The Rock”
3 Johnson, absent any endorsement agreement—demonstrating the product’s organic market
4 penetration and cultural ubiquity. Plaintiff helped forge Amazon’s dominance in seasonal
5 retail, making it a destination for top-selling Halloween and Christmas items, and achieved
6 over \$1 million in sales on a single day. His innovations—too numerous to catalog—include
7 the development of a beloved consumer medical brand, trusted above Fortune 100
8 competitors by customers who still search for it by name today. To establish credibility and
9 drive adoption, Plaintiff sold millions of dollars' worth of inventory under cost across
10 numerous product categories—fueling reviews, momentum, and consumer confidence that
11 benefited not only his own brands (which Amazon would later bootleg in China) but the
12 Marketplace at large.

13 Through early innovation in product presentation, brand storytelling, technical-level
14 photographic communication, and buyer-facing professionalism, Plaintiff helped recast
15 Amazon as a platform where customers could confidently purchase even regulated medical
16 products. His listings introduced visual clarity, brand trust, and conversion-optimized design
17 that fundamentally reshaped buyer behavior. Plaintiff didn’t just build the consumer medical
18 product environment on Amazon—he made it credible, trusted, and profitable. Once that
19 influence threatened Amazon’s need for anonymity and control—where innovations are
20 absorbed not credited—he was methodically blackballed by both Amazon and legacy
21 suppliers like Medline, who found it easier to appropriate Plaintiff’s methods than to
22 compete with them by merit.

23 Today, Amazon is widely recognized as a retail monopoly and is currently being sued by the
24 United States government for a narrow sliver of its misconduct — litigation that, while
25 important, captures only a fraction of the abuse perpetrated by Amazon. Its success is in no
26 small part due to contributions pioneered by Plaintiff—contributions Amazon systematically
27 co-opted without recognition or compensation, and often through deliberate destruction,
28 bootlegging, and the dismantling of the very businesses Plaintiff built during his effective
servitude on the platform, often working 100-hour weeks to perfect product offerings
Amazon would later steal.

1 11. Many of Plaintiff's original ideas, listing structures, copyrights, trademarks, and even
2 physical products were systematically misappropriated by Defendant and incorporated into
3 Amazon's ecosystem—without credit, compensation, or license. In multiple instances,
4 Amazon directly bootlegged Plaintiff's best-selling, trademarked merchandise and placed
5 counterfeit versions for sale on Plaintiff's own listing pages. Amazon admitted to this
6 conduct in the past but basically said “what are you going to do about it, we can outspend
7 you in court”. Plaintiff originated the structured brand listings, medical product frameworks,
8 and visual sales formats that later became standardized across Amazon—but not through
9 partnership or license. Rather than collaborate, Amazon silently absorbed these
10 contributions, lifted Plaintiff's presentation style and techniques, and rebranded them as
11 native platform innovations. Amazon's seller ecosystem today is built on stolen
12 methodologies first pioneered by Plaintiff and others like him, who were later cast aside—or
13 else absorbed and replaced through Amazon's internal rulemaking: systems designed not to
14 support sellers, but to unlawfully absorb and eliminate them.

14 II. AMAZON'S SYSTEMATIC DESTRUCTION OF PLAINTIFF'S BRANDS

15 12. After absorbing Plaintiff's techniques, Amazon retaliated against his business through a
16 series of unjust enforcement actions including massive cash seizures, inventory seizures,
17 inventory destruction, blacklisting, brand hijackings, and corporate espionage—disguised as
18 verification processes—used to download and absorb his sourcing data.

19 13. Plaintiff's “PrimeMed” medical brand was delisted and devalued and torn apart through a
20 mixture of third-party bootlegging that Amazon intentionally did not enforce, fraudulent
21 Amazon-issued warnings, GTIN authenticity schemes that Amazon plays on sellers, and
22 targeted intellectual property sabotage. An Amazon representative in Seattle once described
23 one of the processes to Plaintiff, then CEO of Medical Collaborative, as “Tombstoning”—a
24 term used when a listing is annihilated under the pretense of hyper technical (“erroneous”) enforcement. But the attack went far beyond enforcement. **Today, many trademark**
25 **attorneys describe Amazon as the true trademark authority in e-commerce, with the**
26 **USPTO reduced to a figurehead agency—recognized in theory, ignored in practice.**
27 Amazon determines what a trademark is, who may use it, and routinely fabricates brands
28

from scratch without any federal registration or legal basis.

14. The *Kangaroo* brand was, for a time, the largest and most visible private-label toy, novelty, Halloween and Christmas brand on Amazon. Its success, however, became its death sentence. Rather than reward or partner with Kangaroo, Amazon began bootlegging its top-selling items—cloning its products, undercutting its listings, and ultimately locking the brand out of its own catalog. The rightful brand owner was denied access to sell its own ASINs, subjected to various forms of pseudo-regulatory schemes including Account Health witch trials where Plaintiff’s brand representative was forced to falsely admit that the newly manufactured merchandise was somehow “used” in order to beg for reinstatement to sell along Amazon the counterfeiter. Amazon used its platform control to lock Plaintiff out of his own listing while it continued to sell bootleg versions of it. This was an engineered coup against the rightful brand owner, executed under color of enforcement.

15. The aggregate value of Plaintiff’s actual destroyed inventory and seized assets exceeds \$500,000. The aggregate of lost sales lies in the hundreds of millions, a figure to be proven at trial. All of these losses were the result of Amazon’s unlawful conduct.

III. SPECIFIC INSTANCES OF BRAND DESTRUCTION AND MISAPPROPRIATION

16. *Exhibit A: GTIN Hijacking of 'Point'* – Amazon falsely overrode Plaintiff’s GS1-registered “Point” brand, replacing it with a fabricated brand called “AYOJOY,” in direct violation of the GTIN’s registered ownership (as seen on the universally trusted GS1 database) and Amazon’s own backend brand data. This example illustrates deliberate and willful brand sabotage—which is now a staple of Amazon’s broader enforcement and listing manipulation practices.

17. *Exhibit B: Perfect Stix Bootlegging (screenshot dated 2023-05-29 at 7.08.57 PM)* – Amazon deliberately stripped Plaintiff’s legitimate brand, PrimeMed, from a top-ranked organic position on its website by introducing a new ad tier above Sponsored Products—which superseded natural and paid tiers—when customers searched for “PrimeMed medicine cups,” and this “new ad tier” did not exist when customers searched for “medicine cups” without Plaintiff’s brand name in the search. This, coupled with “tombstoning” was

not a correction—it was an erasure. Amazon then positioned itself as the seller of the replacement listing, siphoning customer goodwill and search relevance from the PrimeMed brand into its own fabricated label, “Perfect Stix.” The hijacking was extremely precise: Amazon’s listing was triggered only when users searched for the brand “PrimeMed”—not when they searched for the product itself—making clear that the goal was brand substitution, not product relevance.

18. ***Exhibit C: Green Sky Listing Seizure*** – Plaintiff filed a rights infringement complaint against unauthorized sellers offering counterfeit Green Sky–branded XX-Large hospital slipper socks under ASIN B09FYVSL8L. These sellers had no relationship with Plaintiff, his companies, or his authorized suppliers, and had never been granted permission to use the Green Sky trademark or sell the product. Prior to the Jassy regime, Amazon would routinely honor such complaints and swiftly remove infringers. However, under new leadership, Amazon sharply reversed course—a reversal that persists to this day.

Instead of removing violators, Amazon began arbitrarily declaring infringement reports “invalid or inaccurate” and responded with threatening notices implying that Plaintiff was himself violating Amazon policy merely for attempting to defend his trademark. The legitimate brand owner became the target. What followed was a complete inversion of Amazon’s stated purpose: a company once focused on brand protection became a haven for bootleggers and a landmine for brand owners.

Amazon weaponized its internal policies not to stop abuse—but to intimidate those reporting it. After years of building Green Sky and securing federal trademark protection, Plaintiff found himself powerless: unable to approve trusted wholesalers, unable to stop known counterfeiters. Amazon had flipped the system entirely—punishing authenticity while subsidizing fraud. This new model of control allowed (and continues to allow) Amazon to systematically strip brand equity, degrade listings, and supplant rightful sales through intentional brand sabotage and copycatting.

19. ***Exhibit D: February 2025 Cease-and-Desist Letter and IP Escalation*** – On February 26, 2025, Plaintiff sent a formal cease-and-desist letter and supporting documentation to Amazon Legal. The communication, sent at the direction of Amazon Seller Support—which was refusing to correct the

1 brand hijackings themselves—and sent after repeated failures of the normal Report Infringement
 2 Tools, included a detailed log of unauthorized brand hijackings involving Plaintiff’s registered
 3 GTINs and longstanding Amazon listings. The fake brands overwriting Plaintiff’s listings—
 4 including “AYOJOY,” “Garifon,” and “Gagaciso”—were not even real brands. They were not
 5 registered with the USPTO, were not backed by valid GS1 prefix ownership, and did not exist in any
 6 recognized intellectual property registry.

7 Under Amazon’s own policies, brand changes are strictly prohibited unless authorized by GS1-
 8 backed ownership, registered trademarks, and a continuous listing history reflecting the original
 9 brand. A listing created under Plaintiff’s brand could not lawfully be overwritten or repurposed
 10 under a fake brand name without breaching Amazon’s own stated protections for catalog integrity, as
 11 well as basic trademark rights and laws, and basic consumer transparency. Yet despite Amazon’s
 12 public commitments to GS1 data integrity, trademark protection, and brand change restrictions,
 13 Plaintiff’s brands were erased, overwritten, and repurposed with fake brands in violation of every
 14 safeguard Amazon claims to enforce.

15 Plaintiff’s cease-and-desist letter was completely ignored. No corrective action was taken. The
 16 internal records attached as Exhibit D show that Amazon was (and remains) not merely negligent—it
 17 was (and remains) orchestrating an internal system of brand laundering under the external guise of
 18 trademark enforcement.

19 20. These actions stated above reveal a pattern: Amazon identifies success, seizes control of it,
 20 and destroys the original creator behind it—while absorbing the traffic, revenue, and
 21 goodwill that creator built through years of arduous labor. In many cases, Amazon does not
 22 act alone but unleashes a swarm of bootleggers, shielding them from enforcement as they
 23 flood the listing, dilute the brand, and create the false appearance of chaos—only for
 24 Amazon to then swoop in as the new, self-declared brand authority.

25 **IV. LEGAL FRAMEWORK: SABOTAGE AND ILLEGAL EXTRACTION BY** 26 **VERTICALLY INTEGRATED PLATFORMS**

27 21. The Supreme Court has long held that vertical integration becomes unlawful when it enables
 28 a dominant platform to suppress or eliminate independent contributors after capturing their
 value. In *United States v. Paramount Pictures, Inc.*, 334 U.S. 131 (1948), the Court
 dismantled the Hollywood studio system for restraining independent creators through a

1 vertically integrated distribution scheme. Amazon’s conduct fits this mold: it used its
2 internal tools—brand registries, listing controls, and account flags—not merely to extract
3 value from Plaintiff, but to displace, overwrite, and erase him from the marketplace after
4 absorbing his methods, trademarks, goodwill, and customer base.

5 22. Similarly, in *Apple Inc. v. Pepper*, 139 S. Ct. 1514 (2019), the Court allowed a suit where
6 Apple’s platform power allegedly let it impose inflated pricing and control over downstream
7 innovation. Here, Amazon’s actions go further: Plaintiff does not merely allege pricing
8 harm, but an illegal extraction-and-displacement scheme whereby Amazon hijacked or
9 suppressed Plaintiff’s GTIN-backed brands and listings (e.g., Point), reassigning them to
10 fabricated or Amazon-controlled entities, such as “AYOJOY.”

11 23. These acts constitute digital fraud—not competition. After Plaintiff built valuable retail
12 pathways and consumer goodwill under brands such as PrimeMed, Point, and Green Sky,
13 Amazon intervened to mislabel, delist, and redirect those brand assets toward counterfeit or
14 sham entities. This conduct is not competitive behavior. It is a systematic exploitation of
15 creator success as a predicate for fraud, sabotage, and displacement.

16 24. Amazon admitted that it sold unauthorized versions of Kangaroo-branded products, then
17 brazenly told Kangaroo’s agents they would get away with it due to their financial might.
18 This conduct underscores Amazon’s view that it is above enforcement, above fairness,
19 above equity, and above the law. In equity, however, it is a foundational principle that when
20 one party contributes proprietary methods, brand value, and market-defining innovation to a
21 joint or dependent venture, and the other party knowingly absorbs and profits from those
22 contributions without compensation, a constructive ownership interest may arise. Plaintiff
23 was not a mere user of the Amazon platform—he was a foundational contributor whose
24 work shaped core areas of Amazon’s business strategy. Amazon’s systematic absorption of
25 Plaintiff’s advancements on the Amazon marketplace, coupled with Plaintiff’s exclusion and
26 erasure by Amazon, gives rise to a claim not merely of tort—but of rightful ownership.

27 25. One of Plaintiff’s most commercially significant but publicly silent contributions was to the
28 toy and seasonal goods category under the Kangaroo brand. Plaintiff was a founding
contributor to the creative development and product sourcing operation that gave rise to

1 Kangaroo Manufacturing, originally holding a 40% stake in the predecessor corporation,
2 Yagoozon, Inc. While not the listed brand owner, together with his partner, Plaintiff served
3 as the creative and strategic force behind many of Kangaroo’s best-selling items— including
4 pool floats, novelty toys, and holiday products that became viral hits across multiple seasons
5 and were organically (without compensation) endorsed by celebrities such as **Britney**
6 **Spears, Miley Cyrus, and Dwayne “The Rock” Johnson** (Exhibit E). These were not
7 brand deals—they were unsolicited cultural moments. After helping elevate Kangaroo to
8 category dominance, Plaintiff was ultimately cut out, and the brand was bootlegged by
9 Amazon, which cloned its top products, suppressed its listings, and replaced them with
10 Amazon-controlled variants.

11 26. In one striking example of Amazon’s predatory conduct, Plaintiff operated a top-performing
12 Amazon listing under the PrimeMed brand for specialty plastic medicine cups. Plaintiff
13 heavily invested in this product line, designing original photography—critical for sales,
14 given that medicine cups are notoriously difficult to photograph sharply—and crafting
15 original, copyright-protected copywriting that introduced novel use cases, transforming what
16 was once a disposable commodity into a versatile healthcare and workshop tool. Plaintiff’s
17 cups were injection molded, resulting in smooth, “epoxy-quality” walls ideal for precise
18 mixing and multi-purpose applications. Amazon later cloned Plaintiff’s product, using a
19 cheaper thermoformed method that produced “anti-epoxy” bubble-textured walls lacking the
20 same functionality. Despite these critical differences, Amazon copied Plaintiff’s original
21 copywriting and falsely claimed identical benefits. It then promoted its inferior imitation
22 into a dominant top-of-page slot—above even *sponsored ad listings*—and targeted it directly
23 to searches for “PrimeMed medicine cups,” in a clear attempt to hijack Plaintiff’s brand
24 goodwill, mislead consumers, and displace Plaintiff’s higher-quality, authentic listing with a
25 counterfeit. (See Exhibit B — **Perfect Stix Bootlegging and PrimeMed Listing**
26 **Hijacking**).
27
28

**V. AMAZON’S GLOBAL FULFILLMENT FEE FRAUD: SYSTEMIC
MISMEASUREMENT, SUPPRESSED DISPUTES, AND UNLAWFUL ENRICHMENT**

27. Amazon engages in systemic measurement fraud within its Fulfillment by Amazon (“FBA”) program, deliberately misrepresenting the dimensions and weights of third-party products in order to inflate fulfillment fees, misclassify inventory into higher-cost tiers, and unlawfully extract additional revenue. This scheme constitutes one of the most profitable and structurally embedded forms of fraud Amazon commits. While Amazon’s standard contractual entitlement includes a 15% referral fee based on gross sales proceeds, it also charges a separate FBA fee, which it manipulates in a myriad of deceptive ways. By artificially inflating dimensional data, Amazon unlawfully captures dramatically higher margins—transforming what should be a fixed, predictable logistics cost into a rigged toll booth. FBA fees are calculated almost entirely based on recorded size and weight, independent of the product’s sale price. When Amazon falsifies those dimensions, it directly and fraudulently increases its per-unit revenue at the seller’s expense—quietly turning standard, agreed-upon fulfillment costs into a high-yield margin extraction engine.

28. Amazon’s manipulation of fulfillment data often results not in minor errors, but in overcharges two to three times the correct fulfillment cost per unit—a staggering and illicit inflation when multiplied across tens of millions of unit sales. Sellers who spend years perfecting lightweight, compact designs can see their margins obliterated overnight by phantom measurements. Even when products are engineered specifically to fit precise fee categories, Amazon routinely records fictitious dimensions—often inflating a product’s height or other measurements multiple times over.

Although sellers are theoretically allowed to request remeasurement, these requests are capped at 20 per month, and Amazon frequently consumes these requests by conducting bad-faith remeasurements that replicate the original fraud or worsen the outcome. This practice effectively trains sellers to stop contesting false measurements altogether.

It is common, for instance, for a 2x2x2-inch product to be falsely logged as 2x2x8, with no meaningful recourse.

1 Meanwhile, Amazon perpetually destabilizes the FBA tier system by creating and cancelling
2 pricing programs like “Small and Light,” or by changing tier criteria arbitrarily mid-cycle—
3 forcing sellers to scramble to repackage inventory or change their price to requalify, often
4 only to find themselves excluded anyway due to contrived mismeasurements. A single
5 policy change might erase a small margin; another might quietly impose fees that exceed the
6 sale price itself and suddenly a seller finds he has been paying Amazon for every sale he
7 gains. In many cases, Amazon does not even publicly announce new fees—it simply
8 reassigns fulfillment charges to higher tiers based on bogus remeasurements, causing sellers
9 to lose money on every sale, despite no changes in product dimensions, weight, or
10 packaging.

11 Amazon’s tactics are surgically designed to confuse and demoralize. When faulty
12 measurements do not impact Amazon’s bottom line, it will occasionally err in the seller’s
13 favor—for example, Plaintiff has had items weighing approximately 4 ounces misrecorded
14 as weighing one-tenth of an ounce. Although the fee charged remains the same in such
15 cases, these selectively absurd errors serve a psychological purpose: to instill the impression
16 that Amazon’s systems are simply chaotic rather than systematically exploitative. Sellers are
17 led to believe, falsely, that Amazon is merely “too hectic and overwrought” to measure
18 products accurately, conditioning them to accept fee abuse without resistance for fear of a
19 worse outcome. Plaintiff has seen Amazon come back with weights over one hundred
20 pounds for an item weighing in fact less than one pound.

21 29. Despite possessing advanced scanning systems such as Cubiscan, capable of measuring with
22 sub-inch precision, Amazon routinely disregards or overrides this data without
23 explanation—routinely recording measurements as much as five times greater than reality.

24 When challenged, Amazon invokes opaque “internal team” determinations, often declaring
25 the issue permanently closed, even in the face of photographic proof and technical
26 dimensional documentation. Sellers are stonewalled, misdirected, and ultimately forced to
27 absorb inflated fees based on fabricated data they cannot contest. This mismeasurement
28 fraud is not a glitch—it is a core component of Amazon’s margin extraction strategy:
weaponizing logistics against the very businesses it claims to empower.

1 The cumulative impact is staggering across approximately \$2 trillion in lifetime FBA-related
2 third-party sales (excluding Amazon's own inventory), even a modest 10% inflation of seller
3 charges—spanning FBA fees, storage, removal, and referral miscalculations—would
4 represent over \$200 billion in unlawful gains.

5 Plaintiff personally experienced these abuses over hundreds of SKUs spanning more than a
6 decade, with estimated personal losses exceeding \$10 million due solely to Amazon's
7 dimensional misrepresentations and the cascading fee manipulations they triggered. This is
8 not innovation. It is institutionalized theft, scaled globally and buried beneath layers of
9 shifting policy, technical fog, and strategic confusion.

10 30. The systemic fraud described above is not theoretical. It can be seen in a single, seemingly
11 innocuous cowboy hat—a case study that encapsulates the mechanics, scale, and
12 consequences of Amazon's mismeasurement scheme.

13
14 Plaintiff sold lightweight felt cowboy hats under multiple SKUs, identical in structure,
15 packaging, and material, differing only by color. These SKUs were initially profitable,
16 retailing at \$11.99 with fulfillment fees averaging \$3.00 per unit.

17 Without warning, Amazon reclassified the item into a higher fee tier, inflating the FBA
18 charge to over \$9.00 per unit—instantly converting all sales into financial losses. This spike
19 was driven partly by changes to Amazon's size-tier structure, but more egregiously by
20 fabricated dimensional data that bore no resemblance to the actual item.

21 Despite internal measurements, certified scale verifications, and triple-checked packaging by
22 Plaintiff's staff, Amazon recorded wildly inconsistent sizes across SKUs—sometimes
23 assigning a height of over nine inches to a product that stood less than six. The discrepancies
24 were not subtle; they were systemic, and they crossed into a whole new category of
25 “oversized” items, creating a massive spike in FBA fees pursuant to Amazon's category fee
26 structure.

27 Amazon's own support team, in CASE ID 12094905301, acknowledged that new
28 dimensions had been recorded but refused to allow further remeasurement or correct the fee
tiering. This issue escalated into a full-company crisis for Plaintiff, consuming the time and

1 labor of the CTO, Operations Manager, Shipping Manager, and executive staff over weeks
2 of effort to restore correct billing.

3
4 Despite clear evidence and internal consensus, Amazon would not relent. They continued to
5 bounce measurements and fees around at random, lowering some and raising others at the
6 same time. This case study exemplifies Amazon's refusal to honor physical reality, the
7 futility of its internal support structure, and the devastating financial harm created when
8 fabricated mismeasurements are paired with arbitrary policy shifts. (**See Exhibit F –
Cowboy Hat SKU Case Study.**)

9
10 31. When Plaintiff attempted to remove the impacted cowboy hat inventory from Amazon's
11 warehouses in order to discontinue them as the new higher price was creating a 50% return
12 rate, an additional layer of systemic abuse became clear: Amazon's removal fees,
13 historically a flat and predictable charge of approximately \$0.25 per unit, had become
14 randomly and massively inflated and impenetrably confusing.

15 In many cases, Amazon demanded removal or destruction fees as high as \$4.00 per unit—
16 exceeding 30% of the product's original retail price. This artificially high cost effectively
17 forced sellers into continued sell-through, allowing Amazon to profit twice: first by
18 overcharging inflated FBA fees on sales, and second by retaining additional revenues
19 associated with returned merchandise.

20 Even when destruction was requested, the fees bore no relation to actual disposal costs,
21 often reaching 200 times the rate of commercial waste services. This opaque and
22 exploitative fee structure made it financially impossible for Plaintiff to recover or
23 responsibly dispose of the affected inventory. Rather than allow sellers a reasonable off-
24 ramp, Amazon weaponized removal fees to trap sellers into abandonment, forced
25 liquidation, or continued participation under financially suicidal terms.

26 **EXHIBITS INDEX**

27 **Exhibit A** – GTIN Hijacking of "Point" Brand (AYOJOY override screenshot)

28 **Exhibit B** – Perfect Stix Bootlegging Screenshot (2023-05-29 at 7:08.57 PM)

1 **Exhibit C** – Amazon Email Response to Green Sky Trademark Enforcement (Complaint ID:
2 16330068751)

3 **Exhibit D** – February 2025 Cease-and-Desist Letter and Escalation Email Thread

4 **Exhibit E** – Organic Celebrity Endorsements of Kangaroo Products

5 **Exhibit F** – Cowboy Hat SKU Case Study: Systemic Fee Inflation via Mismeasurement**

6
7 **F1:** Summary Table

8 **F2:** Screenshot of SKU T5137 (Gray Hat)

9
10 **F3:** Brown Hat Verified Weight (Photo)

11 **F4:** Tan Hat Verified Weight (Photo)

12 **F5:** Seller Central Screenshot Showing Fee Spread

13
14 **F6:** Amazon Internal Response (Case ID 12094905301)

15 **F7:** Comparison Table – Cubiscan vs. Verified Measurements

16
17
18 **V. RELIEF REQUESTED**

19 32. Plaintiff seeks:

20
21 a. Declaratory judgment recognizing Plaintiff’s foundational contributions to Amazon’s
22 Marketplace model.

23
24 b. Imposition of a constructive trust awarding Plaintiff a 1.25–1.75% equity interest in
25 Amazon.com, Inc., corresponding to approximately \$30.175 to \$42.245 billion based on
26 Amazon’s publicly reported market capitalization of \$2.414 trillion as of April 25, 2025.
27
28

1 c. Restitution and disgorgement of all unlawful profits Amazon derived through the
2 misappropriation of, among other things aforementioned in the Complaint, Plaintiff's
3 intellectual property, listing frameworks, product formats, and marketplace infrastructure —
4 including but not limited to fraudulent fee extractions detailed herein.

5 33. Plaintiff's contributions and sacrifices built core components of Amazon's platform,
6 beginning with the toy and seasonal goods category — where Plaintiff's innovations in retail
7 arbitrage, private label development, viral product design, and inventory scaling helped
8 transform Amazon from a commodity seller into a dominant marketplace for holiday,
9 novelty, and consumer goods.

10 Plaintiff's work reshaped not only Amazon's catalog strategy, but also its internal seller
11 support systems, fee structures, and seasonal promotional models. His intensive scrutiny of
12 Amazon's fee practices and operational methods forced Amazon to harden and
13 institutionalize its fraudulent mechanisms, entrenching abuses that had previously been more
14 ad hoc.

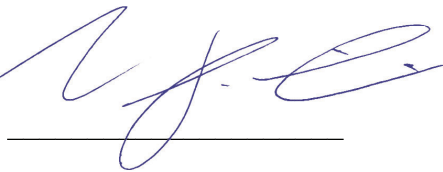
15 Years later, Plaintiff again played a pivotal role in legitimizing Amazon as a trusted source
16 for regulated and quasi-medical products, setting new standards for visual presentation,
17 buyer confidence, and direct-to-consumer healthcare sales. These were not incidental
18 contributions; they were platform-defining innovations, developed independently and
19 absorbed wholesale by Amazon without contract, compensation, or credit. Plaintiff was not
20 an employee, vendor, or licensee—he was a foundational force whose work Amazon built
21 around, then expropriated.

22 His equity interest does not arise from mere effort, but from the systemic reliance and
23 strategic integration Amazon undertook, followed by deliberate exclusion. What began as
24 unchecked enrichment ended in targeted erasure. After bootlegging Plaintiff's brands,
25 locking him out of his own listings, and deploying internal systems to erase his presence on
26 the platform, Amazon ultimately seized Plaintiff's final \$70,000 — along with 56 units of
27 glow-in-the-dark stars — the petty remnants of an empire they had already surgically
28 dismantled.

1 This was not ordinary corporate aggression. It was a calculated extraction and elimination,
2 executed with the soulless precision of a robber removing the last pennies from a fallen
3 victim's pocket. The scope and scale of Amazon's conduct — from absorption to
4 obliteration — warrants recognition not merely as a contributor, but as a near founder whose
5 equity interest must be restored.

6 Even in the vast architecture of corporate fraud, there are few acts as coldly calculated as
7 this.

8
9 Respectfully submitted,

10 
11 _____

12 Benjamin Joseph Ligeri
13 3120 Corey Rd
14 Malabar, FL 32950
15 benligeri@gmail.com
16 321-831-2595

17 Date: _May 6th, 2025_
18
19
20
21
22
23
24
25
26
27
28