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7 **STATE OF WASHINGTON**
8 **KING COUNTY SUPERIOR COURT**

9 STATE OF WASHINGTON,

10 Plaintiff,

11 v.

12 ADAM BOWSER, individually and on
13 behalf of his marital community;
14 CHRISTOPHER BOWSER, individually
15 and on behalf of his marital community;
16 AWS, LLC, a Nevada limited liability
17 company; FBA DISTRIBUTORS, LLC,
18 a Massachusetts limited liability
19 company; FBA STORES, LLC, a Nevada
20 limited liability company; and DOE
21 Companies 1-20,

22 Defendants.

NO.

COMPLAINT FOR INJUNCTIVE
AND OTHER RELIEF UNDER THE
CONSUMER PROTECTION ACT,
RCW 19.86, AND THE BUSINESS
OPPORTUNITY FRAUD ACT, RCW
19.110

23 COMES NOW PLAINTIFF, State of Washington, by and through its attorneys Robert
24 W. Ferguson, Attorney General, Andrea M. Alegrett, Assistant Attorney General, and M.
25 Elizabeth Howe, Special Assistant to the Attorney General, and brings this action against
26 Defendants Adam Bowser, Christopher Bowser, AWS, LLC, FBA Distributors, LLC, FBA
Stores, LLC, and DOE Companies 1-20 (collectively "Defendants") for violations of the
Consumer Protection Act, RCW 19.86, and the Business Opportunity Fraud Act, RCW 19.110.

1 I. INTRODUCTION

2 1.1 Since 2009, Defendants Adam Bowser and Christopher (“Chris”) Bowser,
3 through their various business entities solicited Washington consumers to purchase business
4 opportunities that would guarantee substantial profits by becoming a third-party seller on
5 Amazon.com (“Amazon”). Defendants utilize Amazon trademarks throughout their marketing
6 materials, presentations, webinars, websites, and business documents in order to create the net
7 impression that Defendants are affiliated with, sponsored by, or otherwise endorsed by Amazon.
8 Defendants, however, have no such affiliation with Amazon and engage in conduct that directly
9 violates Amazon’s terms of use.

10 1.2 Defendants identify potential consumers by initially offering free in-person or
11 online trainings where the Bowers will “share [] secrets for making money on Amazon.”
12 Defendants solicit consumers to attend such workshops through online advertisements, emails,
13 and direct mailers that misrepresent the exclusivity and value of the workshop. For example,
14 most mailers include two “Complementary VIP Tickets” with a stated value of \$147.00.

15 1.3 Consumers who attend these free workshops are then targeted by Defendants’
16 sales force to sign up for additional workshops and packages, some costing as much as \$35,000.
17 During these upsells, Defendants represent that purchasers will learn “to spend an extra 30
18 minutes to one hour a day” in order to make between \$5,000 and \$10,000 per month. If a
19 consumer decides to purchase additional workshops, Defendants require the consumer to provide
20 payment ranging from \$900 to \$2,000 before allowing the consumer to read the terms of the
21 contract.

22 1.4 At these additional trainings, Defendants promise to share their “secrets” or “tips”
23 for making money selling on Amazon. Such “tips” include opening multiple seller accounts,
24 utilizing fake reviews, and misrepresenting the identity of the seller in order to gain authorization
25 to sell “ungated” merchandise. However, such techniques violate Amazon’s terms and
26 conditions and may result in Amazon suspending the seller’s account.

1 1.5 Defendants also solicit consumers to purchase inventory from Defendants
2 directly or one of Defendants' affiliated suppliers. Such products are often not as described and
3 include refurbished goods being sold as new. Defendants do not disclose to consumers that such
4 conduct may also result in Amazon suspending the seller accounts or the consumers purchasing
5 unsellable goods.

6 1.6 Defendants' scheme targets consumers in need of additional income through the
7 promise of "huge profits" with "no money out of your pocket." Defendants solicited or sold their
8 business opportunities to hundreds, if not thousands, of Washington consumers who may not
9 develop a successful online business as promised, may earn little to no income, or may end up
10 heavily in debt.

11 II. JURISDICTION AND VENUE

12 2.1 The Attorney General is authorized to bring an action to prohibit unfair or
13 deceptive acts or practices in the conduct of trade or commerce under the Consumer Protection
14 Act, RCW 19.86.080, and for violations of the Business Opportunity Fraud Act, RCW
15 19.110.160.

16 2.2 This Court has personal jurisdiction over Defendants pursuant to RCW 4.28.180,
17 RCW 4.28.185, and RCW 19.86.160 because the acts alleged have been committed in this State.

18 2.3 Venue is proper in King County pursuant to RCW 4.12.020 because Defendants
19 engaged in the conduct set forth in this Complaint in King County and elsewhere in the state of
20 Washington.

21 III. PARTIES

22 3.1 Plaintiff is the State of Washington.

23 3.2 Defendant AWS, LLC is a limited liability company registered with the Nevada
24 Secretary of State. According to the Nevada Secretary of State website, Adam Bowser is the
25 manager of AWS, LLC. According to its website, AWS, LLC's principal place of business is
26 293 Libbey Industrial Parkway, Ste. 250, Weymouth, MA 02189. Upon information and belief,

1 AWS, LLC operates or has operated as Amazon Wealth Systems and Amazing Wealth Systems.
2 AWS, LLC advertises, solicits, or makes offers to sell or lease Defendants' business
3 opportunities in Washington, including entering into contracts with consumers for Defendants'
4 business opportunities. AWS, LLC is not registered with the Washington State Department of
5 Financial Institutions as required under RCW 19.110.050.

6 3.3 Defendant FBA Stores, LLC ("FBA Stores") is a limited liability company
7 registered with the Nevada Secretary of State. According to the Nevada Secretary of State
8 website, Adam Bowser is the manager of FBA Stores. Upon information and belief, FBA Stores
9 operates the website www.fbastores.com, which states that Co-Founders Chris Bowser and
10 Adam Bowser started FBA Stores in 2009. FBA Stores advertises, solicits, or makes offers to
11 sell or lease Defendants' business opportunities in Washington. FBA Stores is not registered
12 with the Washington State Department of Financial Institutions as required under RCW
13 19.110.050.

14 3.4 Defendant FBA Distributors, LLC ("FBA Distributors") is a Massachusetts
15 limited liability company with its principal place of business located at 102 Spruce St., Abington,
16 MA 02351. According to the Massachusetts Secretary of State, Adam Bowser and Chris Bowser
17 are managers of FBA Distributors and are located at 293 Libbey Pkwy, Weymouth, MA 02189.
18 Upon information and belief, FBA Distributors operates the websites www.fbadistributors.com
19 and www.fbadistributors.com/shop. Upon information and belief, FBA Distributors advertises,
20 solicits, or makes offers to sell or lease Defendants' business opportunities in Washington. FBA
21 Distributors is not registered with the Washington State Department of Financial Institutions as
22 required under RCW 19.110.050.

23 3.5 Defendant Chris Bowser was, at all material times to this lawsuit, the Co-Founder
24 of FBA Stores and owner, operator, or manager of FBA Distributors, AWS, LLC, and DOE
25 Companies 1-20. In these roles, Chris Bowser directs, controls, participates in, and knowingly
26 approves of the policies, activities, and practices alleged in the Complaint herein. Upon

1 information and belief, Chris Bowser resides in Massachusetts and is married to Katrina Bowser.
2 Together they constitute a marital community. All actions taken by Chris Bowser as alleged in
3 the Complaint herein were and are for the benefit of his marital community. Chris Bowser
4 advertises, solicits, or makes offers to sell or lease Defendants' business opportunities in
5 Washington. Chris Bowser is not registered with the Washington State Department of Financial
6 Institutions as required under RCW 19.110.050.

7 3.6 Defendant Adam Bowser was, at all material times to this lawsuit, Co-Founder
8 of FBA Stores and owner, operator, or manager of FBA Distributors, AWS, LLC, and DOE
9 Companies 1-20. In these roles, Adam Bowser directs, controls, participates in, and knowingly
10 approves of the policies, activities, and practices alleged in the Complaint herein. Upon
11 information and belief, Adam Bowser resides in Massachusetts and is married to Cynthia
12 Bowser. Together they constitute a marital community. All actions taken by Adam Bowser as
13 alleged in the Complaint herein were and are for the benefit of his marital community. Adam
14 Bowser advertises, solicits, or makes offers to sell or lease Defendants' business opportunities
15 in Washington. Adam Bowser is not registered with the Washington State Department of
16 Financial Institutions as required under RCW 19.110.050.

17 3.7 Defendants DOE Companies 1-20 are entities owned, operated, controlled, or
18 directed by Defendants Adam Bowser and Chris Bowser and are engaged in the policies,
19 activities, and practices alleged in the Complaint herein. Plaintiff is not aware of the true names
20 and capacities of Defendants sued herein as DOE Companies 1-20 and therefore sues these
21 Defendants by fictitious names. Plaintiff will amend this Complaint to add the true names of the
22 fictitiously named Defendants once discovered.

23 3.8 Acts done by one Defendant were done in furtherance of the business practices
24 of the other. Defendants directed, created, executed, participated in, controlled, had the authority
25 to control or participate in, and had knowledge of the acts and practices set forth in this
26

1 Complaint. Upon information and belief, all Defendants received significant proceeds from the
2 business practices identified in this Complaint.

3 IV. FACTS

4 4.1 Adam and Chris Bowser own and operate AWS, LLC, FBA Stores, and FBA
5 Distributors (collectively referred to as "FBA"), among other entities that offer consumers a
6 business opportunity where they will learn how to make substantial gains by selling goods on
7 Amazon.com (as previously defined, "Amazon"). Defendants claim consumers will be able to
8 make \$5,000 to \$10,000 a month by becoming a third party seller on Amazon. To lure consumers
9 to purchase these business opportunities, Defendants misrepresent to be affiliated with,
10 sponsored by, or endorsed by Amazon. Defendants also claim to have secret techniques and
11 inside access that can ensure a "huge profit." Consumers are encouraged to sign up for additional
12 workshops and packages that can cost up to \$35,000. However, Defendants are not affiliated
13 with Amazon and most of the "tricks" offered violate Amazon's terms of use, which can result
14 in Amazon suspending the "students'" accounts. Upon information and belief, most Washington
15 consumers who purchase Defendants' business opportunities will not develop a successful online
16 business as promised, earn little or no income, and may end up heavily in debt as a result.
17 Consumers submitted several complaints to Better Business Bureau regarding Defendants'
18 practices resulting in an "F" rating.

19 A. Defendants Misrepresent an Affiliation with Amazon to Sell Business Opportunities

20 4.2 Defendants utilize Amazon's trademarks in order to create the net impression to
21 Washington consumers that Defendants are affiliated with, sponsored by, or otherwise endorsed
22 by Amazon. Defendants' marketing materials, presentations, webinars, course materials,
23 websites, and stationery make heavy use of Amazon's trademarks and include graphics depicting
24 Amazon trucks or packages. Defendants also extensively use the initials "AWS" and "FBA" in
25 their solicitation, advertising, and business materials, including when naming a corporation.
26 Amazon owns the marks AWS (Amazon Web Services) and FBA (Fulfillment by Amazon).

1 4.3 In addition, Defendants misrepresent to consumers that Defendants have direct
2 ties with Amazon, such that Defendants are privy to insider information and business
3 opportunities with Amazon. According to certain consumers, one of Defendants' presenters
4 specifically spoke of a recent meeting between Defendants and upper level executives of
5 Amazon. The presenter also told consumers that Defendants had agreements directly with
6 Amazon, that Amazon was pleased with Defendants' operation, and that Amazon was
7 considering contracting with Defendants to sell Amazon-branded merchandise. Upon
8 information and belief, Defendants' representatives have also intimated to consumers that
9 complaints against Defendants might result in retaliation from Amazon (such as the suspension
10 of the consumer's Amazon store) because Amazon did not want Defendants' operation
11 disrupted.

12 4.4 Defendants, however, are not affiliated with Amazon and utilize these
13 misrepresentations to encourage consumers to register for costly workshops and training and
14 support packages that can cost as much as \$35,000. Upon information and belief, several
15 consumers submitted complaints to Amazon about these workshops because they believe that
16 Amazon is hosting these events or that Defendants are affiliated with Amazon.

17 **B. Defendants Solicit Consumers to Purchase Business Opportunities Through**
18 **Misleading Mailers, Advertisements, and E-mails**

19 4.5 Defendants solicit consumers through various business opportunity
20 advertisements, including emails and direct mail campaigns that invite consumers to attend a
21 "Free Amazon Workshop." Upon information and belief, Chris Bowser and Adam Bowser
22 direct, control, participate in, and knowingly approve of the content of each mailer and have directed
23 the sending of such mailers to consumers in Washington. Defendants' business opportunity
24 advertisements are sent to Washington consumers and do not include a registration number issued
25 by the Washington State Department of Financial Institutions.

1 4.6 Defendants' advertisements include endorsements by either Chris Bowser or
2 Adam Bowser. For example, one such mailer stated:

3 My name is Adam Bowser, and over the past 18 years I have sold
4 over \$50 million online. I'm going to be hosting a few local
5 workshops around the Seattle area to share my secrets for making
6 money on Amazon. . . . I personally sold over \$12 million on
Amazon last year and this exclusive program is limited to the first
100 registrants.

7 The bottom of the brochure also states that "[y]ou have never experienced anything like this
8 before. We guarantee it" and includes a signature "Adam Bowser, Amazon Wealth Systems."
9 Upon information and belief, similar language is included in other mailers sent in Washington
10 that use Chris Bowser's name rather than Adam Bowser.

11 4.7 Defendants' mailers include a brochure and a pair of "Complementary VIP
12 Tickets" displaying a value of \$147. (Defendant Business Opportunity Mailer (Ex. 1)). The cover
13 of the brochure has a seal that reads "SPECIAL INVITATION PRIVATE EVENT" and various
14 Amazon logos. The content of the brochure represents that the consumer has received a
15 "SPECIAL INVITATION" to attend a free Amazon workshop. The first line states
16 "Congratulations! You've been chose to attend an exclusive LIVE Amazon Workshop that is
17 coming to the greater state of Washington. . . . This is truly a once-in-a-lifetime opportunity." At
18 this workshop, consumers "[m]ake \$5,000-\$10,000 in the next 30 days...Even if you have never
19 sold anything online before" or "just make some extra \$\$ [money] to Pay Your Basic Bills."
20 Consumers will also obtain exclusive access to "the Hottest Products that sell the fastest on
21 Amazon" and access to wholesalers that can give "Great Deals for Huge Profits." According to
22 the brochure, the workshops are held for a limited period of time ("FIVE DAYS ONLY") at
23 various locations in Washington. Upon information and belief, Defendants have hosted
24 workshops in at least the following cities: Bellevue, Bellingham, Bothell, Everett, Redmond,
25 Seattle, Tacoma, and Tumwater.
26

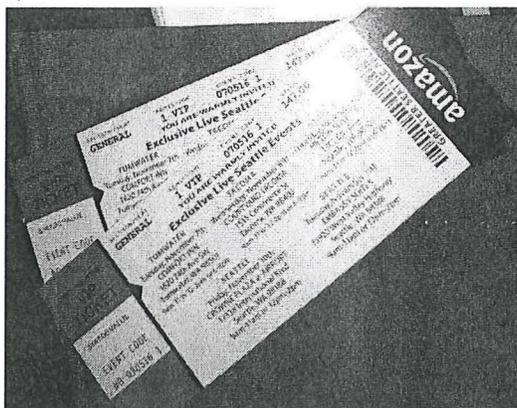


Figure 1 – “Complementary VIP Tickets” (Ex. 1)

4.8 The back of the brochure provides information on AWS, the entity appearing to sponsor the event. This paragraph states that AWS, referred to as “Amazon Wealth Systems,” has “been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon.” The only disclosure on the brochure that states Defendants are not affiliated with Amazon is in the middle of this large paragraph of text and is immediately followed by the statement that “last year we sold over \$12 million on Amazon.com.”

4.9 Defendants also send consumers email solicitations to encourage them to attend a free training or “profits workshop.” These emails are addressed to the attendee and signed by Chris Bowser or Adam Bowser. Consumers are told that they will “discover the secrets to making a stinking fortune on Amazon” with a chance to win an iPad. Defendants represent that this is an exclusive event by utilizing language such as “You got in!” and “Is this Fate? I don’t know, but I believe it wasn’t an accident that you were able to get tickets when other are going to be left out.”

4.10 Defendants also advertise their “Amazon Workshops” on social media sites, such as Facebook.com.

1 **C. Defendants Solicit Washington Consumers to Purchase Business Opportunities**
2 **Through its Websites and Free Online Webinars**

3 4.11 Defendants promote their business and workshops through various online
4 websites, including but not limited to www.fbastores.com, amazingwealthsystems.com,
5 amazonworkshop.com, and liveamazonworkshop.com. According to the FBA Stores website,
6 Chris Bowser and Adam Bowser are Co-Founders of FBA Stores and through their business they
7 have “developed strategies on discovering the best selling products,” “sold over \$10 million on
8 Amazon,” and will “share exactly what we do with our clients.” The website also includes
9 several purported testimonials from consumers that include statements such as: “We put cash in
10 the bank right away”; “I have been able to continue to grow my business to the point where I am
11 a self-sufficient stay-at-home mom”; “With the help of selling online, I have consistently been
12 able to supplement my income”; and “I will be 66 in November. I was retired from customer
13 service I am now an entrepreneur.”

14 4.12 Some, but not all, of Defendants’ websites include a disclaimer, which states that
15 Defendants are “not affiliated, associated or endorsed by Amazon.com.” This disclaimer is
16 written in small font and only viewable to those consumers that scroll to the bottom of the
17 webpage.

18 4.13 In addition, Defendants’ websites advertise manuals and training videos to
19 consumers. For example, Defendants offer for sale an “Amazon Riches Home Study Program”
20 for \$1,495. Consumers may also register for a “Free Amazon Mini Course” video series by
21 providing a name and email address. This free training provides the “beginning step” to become
22 an Amazon seller and includes information such as “the very inexpensive ways to profit on
23 Amazon.”

1 **D. Defendants Solicit Consumers to Purchase Business Opportunities Through Free**
2 **Online Webinars and Live Introductory Workshops**

3 4.14 Defendants offer free online webinars and in-person workshops that will provide
4 consumers with step-by-step instructions on how to make significant profits by becoming third
5 party sellers on Amazon's online marketplace. Defendants utilize these free programs to solicit
6 and encourage consumers to purchase additional business opportunity packages, which include
7 seminars and programs that may ultimately cost up to \$35,000.

8 **1. Free Online Webinars**

9 4.15 Defendants offer several free online webinars to identify interested consumers
10 and ultimately present such consumers with an offer to purchase additional costly and misleading
11 business opportunities. For example, Defendants' website advertises a free three-day
12 "Accelerated Mini Course," with three modules entitled "Amazon Selling 101," "Amazon
13 Selling Process," and "How to Sell Products All Over The World."

14 4.16 Defendants also offer an online webinar lasting approximately 90 minutes
15 entitled "How To Make \$10,000 Per Month on Amazon." Consumers who sign up for this
16 webinar are emailed instructions to log onto an online presentation; although a time is specified
17 to give the appearance of a live meeting, the webinar appears to be pre-recorded. The webinar's
18 registration confirmation email is signed "Chris Bowser" and makes a series of promises,
19 including that students will learn "[h]ow to make up to \$10,000 per month from home in [their]
20 spare time"; "[w]hy you do NOT need to pack or ship anything yourself"; "[h]ow to find highly
21 profitable products to sell"; and "[w]hy this will work for ANYONE (even if [they] have no
22 computer skills)."



Figure 2 – FBA Webinar

4.17 The webinar conducted by Defendant Chris Bowser provides an overview of the process of third party selling on Amazon, including “merchant selling” (where sellers lists products on Amazon and fulfill the orders themselves) and “Fulfillment by Amazon” (where a seller ships products to Amazon’s warehouses, and Amazon stores, inventories, packages, and ships the products in exchange for a monthly membership fee). Chris Bowser specifically instructs consumers to write down the letters “FBA” to refer to the “Fulfillment by Amazon” service (including stating “FBA Is Where Our Business Is Today . . .”). He then purports to teach consumers how to list products for sale using Fulfillment by Amazon, and how to price and list the items for sale on Amazon in order to maximize sales volume and profit margins. Chris Bowser indicates that profit margins of up to 50% are possible using his methodology.

4.18 During his webinar, Defendant Chris Bowser claims he and Adam Bowser have made more than \$75 million in online sales in 18 years of business, \$12 million of which was through Amazon in only one year, and that they both have done more than \$1 million in sales on Amazon in the last 30 days. He also claims that by using Defendants’ system he made over \$200,000 in a single year while in his twenties.

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2. Together over the Last 18 Years we've
Sold Over \$75 Million in Products- Last
Year We Sold Over \$12 Million on Amazon

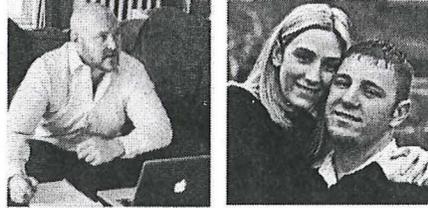


Figure 3 – FBA Webinar

4.19 Defendants utilize testimonials from satisfied consumers to represent that the business opportunities offered are legitimate and will result in significant gains. For example, Defendants included the following purported testimonials:

- A Pennsylvania man who made a “good chunk of change” (turning an approximately \$9,000 investment into over \$100,000 in sales in four months) by purchasing CrossFit gloves directly from a Chinese manufacturer, “slapp[ing] his label on them” and listing them for sale on Amazon for approximately \$35 more than his purchase price;
- A farmer from Ontario who participated in one of Chris Bowser’s “Amazon Workshops” and who later showed Bowser a sales report indicating he had made more than \$109,000 in online sales in a single month;
- A man from Ohio who contacted wholesalers from a list provided by Defendants, identified a “deal” in Bluetooth docks, and sold those docks “merchant direct” and doubled his money within three weeks;
- A nine-year-old boy from New Hampshire, whose mother attended one of Defendants’ workshops and purchased one of their courses, who used his \$5 per week allowance to make more than \$3,000 in a single month with his mother’s help; and
- Mr. Bowser’s own father, who lost his business then began selling online in his fifties after receiving training from his son. The webinar boasts that currently the elder Mr.

1 Bowser's "sole income is from selling online", and that he now makes \$17,000 month
2 selling mostly health and beauty products, despite being "inept" at using computers.

3 4.20 At the close of the webinar, Defendant Chris Bowser promises "[he] can teach
4 you how to do this" and that consumers who pay for additional instruction can "duplicate [his]
5 results." Chris Bowser then offers for sale the Defendants' "Amazon Riches Home Study
6 System," a series of books and DVDs to teach his system, for \$995. Although the webinar
7 appears pre-recorded, a countdown clock appears for the final twelve minutes and thirty seconds
8 of the webinar and Chris Bowser offers several "bonuses" to consumers if they purchase
9 Defendants' program within the allotted time. These bonuses include additional DVDs, access
10 to online versions of Defendants' program, access to an online list of Defendants' top
11 wholesalers, specialized software to identify products that will sell for a profit on Amazon, an
12 additional three-day training workshop, and an Amazon Kindle™ pre-loaded with Defendants'
13 program, so that it is "plug and play."

14 2. Free Introductory In-Person "Amazon Workshops"

15 4.21 Defendants' free in-person introductory workshops are referred to as "Amazon
16 Workshops" and are attended by 50 to 100 people. Defendants host these workshops in hotels
17 or banquet halls. Upon information and belief, many attendees are retired, students, or do not
18 speak English as their first language. Like the free webinar, the workshops purport that
19 Defendants' services and packages will teach attendees how to make money as third party sellers
20 on Amazon. Consumers who attend these workshops are told they can learn how to "to spend an
21 extra 30 minutes to one hour a day" in order to make between \$5,000 and \$10,000 a month.

22 4.22 At these workshops, Defendants' representatives pitch Defendants' "System,"
23 which will show consumers what products to sell on Amazon, how much inventory to buy, and
24 what prices to set in order to make a profit. The speakers represent that Defendants have
25 developed relationships with manufactures all over the world, so Defendants can buy products
26 in bulk for a discount, minimizing the risk for consumers who sell on Amazon using Defendants'

1 contacts. The speakers also specify that Defendants only deal with products that have a profit
2 margin of at least 20-25%, meaning that in a 30-45 day “inventory cycle,” consumers will get
3 their investment capital back plus a profit of at least 20%. Consumers are also told that once they
4 join the “team,” they will get access to a restricted website where they could log in daily and get
5 a list of products (generated by software created by Defendants) that are currently selling on
6 Amazon and that consumers could purchase for resale at least a 50% discount.

7 4.23 Defendants’ representatives also make representations on behalf of Amazon, such
8 as “Amazon wants us to sell on their platform, because the more money we make the more they
9 make,” and that Defendants “are selling [consumers] an opportunity to be part of a system that
10 will get you from point A to point B.”

11 4.24 As with their introductory webinar, speakers at Defendants’ workshops present
12 examples and purported testimonials of persons who profited using their “System,” including:

- 13 • A former customer service representative who made \$29,000 in sales in a year by
14 spending 30 minutes per day selling online; and
- 15 • A retiree who invested his last \$1,000, and made \$65,000 in a single year.

16 4.25 To access Defendants “System,” consumers must register for a three-day
17 workshop that costs \$1,995, but is being offered at a special discount of \$995. Defendants claim
18 that by registering for this opportunity consumers will be able to recoup their \$995 investment
19 within two months. Consumers are also offered several bonuses including an Amazon Kindle™
20 pre-loaded with Defendants’ program. Consumers enroll in the workshop by signing a contract
21 with AWS, LLC (which is alternately indicated to stand for “Amazing Wealth Systems” or
22 “Amazon Wealth Systems”). However, Defendants will not permit consumers to read the terms
23 of the contract until they have submitted payment of \$995 for the three-day workshop.

1 **E. Defendants Teach Students Techniques to Sell That Violate Amazon’s Terms and**
2 **Conditions, Which May Result in Suspension of Seller Accounts**

3 4.26 Defendants’ three-day workshops are often hosted within weeks of one of the free
4 Amazon live events and in a location within driving distance. Upon information and belief,
5 Defendants have hosted three-day workshops throughout Washington.

6 4.27 Consumers are told that during the course of the three-day workshop that they
7 will learn how to set up accounts, list items for sale, and how to ship and package product.
8 Defendants state that the workshop will “cover all of the hottest selling products on Amazon and
9 exactly how to determine the fast sellers.” Defendants claim to have developed strategies and
10 secrets that will assist consumers in making money on Amazon. Upon information and belief,
11 these strategies include creating multiple accounts with Amazon, manipulating an Amazon
12 listing to become a “preferred seller,” and utilizing fake reviews.

13 4.28 Amazon also “gates” the sale of certain products and will permit their sale only
14 with Amazon’s prior express permission. Upon information and belief, Defendants will assist
15 consumers with “ungating” certain products by working with a “partner” company to submit
16 verification documents to Amazon on the seller’s behalf. Upon information and belief, this
17 partner entity is affiliated with or operated by Defendants. Upon information and belief,
18 Defendants indicate to consumers that the “ungating” process is done in cooperation with a
19 “highly placed” person at Amazon and this “Amazon connection” approves the consumer’s
20 application to ungate his or her Amazon profile.

21 4.29 Defendants do not disclose to consumers that such practices violate Amazon’s
22 terms of use and may result in Amazon suspending the seller’s account. Upon information and
23 belief, Defendants also operate a pay service to assist consumers in having the suspension of
24 their accounts lifted should Amazon suspend their account.

1 **F. Defendants Use Aggressive Sales Techniques to Induce Consumers to Pay for**
2 **Expensive Training and Support Packages**

3 4.30 The content of Defendants' three-day workshops is not as advertised, and is
4 instead geared toward inducing consumers to purchase additional business opportunities from
5 Defendants. Upon information and belief, some or all of Defendants' three-day workshops are
6 conducted by professional motivational speakers. Rather than the "hands on" training advertised
7 for the workshops, consumers report that the first day of the workshop is devoted to generic
8 information regarding Amazon selling and the third party seller business model.

9 4.31 Upon information and belief, consumers who pay for the three-day workshops
10 are told to bring laptops because the workshop will include the setup of their first Amazon store
11 and an opportunity to start selling from that store during the workshop. However, certain
12 consumers indicated that this setup did not take place at the workshop and that the consumers
13 were compelled to set up their stores in advance and independently.

14 4.32 At the three-day workshop, consumers are encouraged to sign on for additional
15 continuing education packages starting from \$4,000 for the Wholesale package up to \$35,000
16 for the Diamond Coaching Package. Consumers report that the pre-printed literature regarding
17 these packages did not include set prices, and Defendants' representatives wrote prices in when
18 offering the workshop to attendees. The Diamond package benefits include but are not limited
19 to:

- 20 ▪ "Opportunity to sell product with 100% markup with no competition"
- 21 ▪ Creating of a second Amazon store "so that you can double your income" and
22 access to a "2nd computer to run and manage your business so that you don't link
23 both accounts together";
- 24 ▪ "Tips, tricks and techniques that will increase all aspects of your business";
- 25 ▪ "Immediate access to product with 20% profit margins";
- 26 ▪ Admission to events valued at \$4,995; and

- 1 ▪ Ungating in two main product categories.

2 The Diamond Coaching package also includes access to “Elite Coaching” and the Defendants’
3 “Fulfillment by Adam” service discussed below. Consumers who purchase packages including
4 the “FBA Stores Academy” are promised “Personal 1-on-1 Coaching with our Amazon Experts
5 & Access to our entire mentoring fulfillment team.” This “[p]ersonal coaching will help [them]
6 to acquire the skills necessary to run 6 figure online business.”

7 4.33 At least on one occasion, Defendants invited an attorney to present at a workshop
8 and advise the consumers to take steps to shield themselves from lawsuits because customers are
9 litigious. Defendants’ representatives then encouraged consumers to purchase an additional
10 “Master Mentor” program from Defendants for an additional \$20,000 where a “mentor” would
11 teach consumers how to protect their wealth.

12 **G. Defendants Pressure Consumers to Obtain Financing to Pay for Additional**
13 **Training and Support Packages**

14 4.34 Defendants encourage consumers to pay for the additional business opportunities,
15 including packages and services, through third-party financing facilitators, by applying for
16 multiple credit cards, by accessing retirement accounts, and using home equity. Upon
17 information and belief, Defendants bring representatives from third-party financing companies
18 to the workshop to help sign up consumers for any financing necessary to pay for Defendants’
19 business opportunities. One such financing company was Average Joe Financing, whose
20 business website has a specific “AWS Funding Range Request Form.” This webpage
21 “Welcome[s] E-Commerce Entrepreneurs!” and states that “We’ll help get you the capital you
22 need for second store expansion, developing digital marketing strategies, manufacturing costs,
23 inventory orders, working capital and many other capital needs.”

24 4.35 Defendants’ standard form contract also provides spaces for a single purchaser to
25 use multiple credit cards to pay for Defendants’ programs.

1 **H. Defendants' Business Opportunities Do Not Provide the Support Services**
2 **Advertised**

3 4.36 Upon information and belief, Defendants fail to provide the level of support that
4 consumers pay for when purchasing Defendants' training and support packages. For example,
5 Defendants' "Diamond Coaching" program advertises "Immediate Access to Product with 20%
6 Profit Margins: Immediately start buying products from our Wholesale Program." Certain
7 consumers indicate that they purchased \$5,000 worth of products directly from FBA to start their
8 Amazon store, and Defendants promised that they would prepare and send the consumer a list
9 of pre-selected and pre-vetted products from which the consumer could order at wholesale prices
10 for immediate resale. However, Defendants did not immediately provide such a list, and later
11 provided the consumers only with a list of Amazon Standard Identification Numbers (ASINs)
12 with no analysis or description. Defendants told these consumers that they had to order from the
13 list of ASINs immediately or else the products would no longer be available.

14 4.37 Defendants also told "Diamond" package purchasers that they would gain access
15 to an exclusive FBA website where they could order products to sell on Amazon. However, the
16 website was not always functional and, when it was, consumers who called in to place orders
17 were often told that the products listed for sale were sold out.

18 4.38 Upon information and belief, when confronted with complaints by their program
19 members, Defendants offer consumers free "bonus product" to resell, rather than addressing the
20 substance of the complaint.

21 **I. Defendants Provide Merchandise or Arrange for Students to Purchase**
22 **Merchandise That the Students Cannot Sell**

23 4.39 Third party sellers on Amazon can package and ship products to purchasers
24 themselves ("merchant direct" selling) or they can send products to Amazon for processing
25 through its "Fulfillment by Amazon" program. For Fulfillment by Amazon, the seller sends
26

1 products to an Amazon warehouse, where Amazon inventories, packages, and ships the products
2 to Amazon purchasers in exchange for a membership fee from the seller.

3 4.40 Upon information and belief, Defendants solicit many of their consumer
4 “students” to use FBA as a supplier or as an intermediary with manufacturers and distributors
5 with which Defendants have an existing relationship (the “Defendant-affiliated Suppliers”). In
6 fact, Defendants include their ability to put consumers in touch with these Defendant-affiliated
7 Suppliers as a key benefit of purchasing Defendants’ training and support programs. Once the
8 students negotiate bulk purchase agreements with Defendant-affiliated Suppliers for various
9 products, the students can list the products for sale on Amazon. Students can then have the bulk
10 order shipped to themselves, so that they can fulfill Amazon orders via the “merchant direct”
11 method, or they can arrange to send the products to a “Fulfillment by Amazon” location.

12 4.41 Defendants also offer a third option to their “Diamond”-level investors, through
13 a service dubbed “Fulfillment by Adam.” Defendants advertise “Fulfillment by Adam” as
14 “do[ing] the hard work so that [a consumer student] can focus on sourcing more product and
15 negotiating deals for [his or her] store.” Those who opt-in to this service have their orders
16 “processed completely” by “Fulfillment by Adam”; students list the products for sale on Amazon
17 but arrange for the products to be sent directly from the Defendant-affiliated Supplier to
18 Defendants, without ever actually seeing or taking possession of the merchandise. Defendants
19 then ship the products to Amazon fulfillment centers on the seller’s behalf for Amazon to ship
20 to Amazon’s customers.

21 4.42 However, upon information and belief, the merchandise acquired from FBA or
22 Defendant-affiliated Suppliers is not always as described. Upon information and belief, items
23 advertised by Defendants and/or Defendant-affiliated Suppliers as “new” are in fact used or
24 refurbished, items that are advertised as being in original packaging have been perceptibly
25 repackaged, and items of lesser quality than advertised are sold to Defendants’ students. Upon
26 information and belief, the consumer students list these items for sale in their Amazon stores

1 without detecting issues with the products (or, in the case of Fulfillment by Amazon sales, without
2 having the opportunity to detect these issues) and the students are later confronted by Amazon
3 customers or Amazon itself for having sold a mislabeled product or for providing a misleading
4 listing. Ultimately, the consumer may be unable to sell the items acquired from Defendants or
5 through the Defendant-affiliated Suppliers for the expected profit, or sometimes at all. Amazon
6 may also suspend these sellers' accounts, preventing them from making any sales at all.

7 **V. FIRST CAUSE OF ACTION**

8 **(VIOLATIONS OF THE CONSUMER PROTECTION ACT, RCW 19.86.020)**

9 5.1 Plaintiff realleges paragraphs 1.1 through 4.42 and incorporates them as if fully
10 set forth herein.

11 5.2 Defendants engage in "trade" or "commerce" within the meaning of the
12 Consumer Protection Act, RCW 19.86.010(2).

13 5.3 Defendants engage in unfair and deceptive acts or practices within the meaning
14 of RCW 19.86.020 by giving consumers the net impression that Defendants are affiliated with,
15 sponsored by, or otherwise endorsed by Amazon.

16 5.4 Defendants engage in unfair and deceptive acts or practices within the meaning
17 of RCW 19.86.020 by giving consumers the net impression that Defendants have developed
18 strategies, secrets, insider knowledge, or expertise that will result in substantial financial gain
19 for purchasers of their business opportunities.

20 5.5 Defendants engage in unfair and deceptive acts or practices within the meaning
21 of RCW 19.86.020 by giving consumers the net impression that purchasers of their business
22 opportunities will make substantial profits by purchasing Defendants' business opportunities.

23 5.6 Defendants engaged in numerous unfair and deceptive acts or practices within the
24 meaning of RCW 19.86.020 by misrepresenting directly or indirectly, including but not limited
25 to, the following:
26

1 a. Defendant FBA Stores is owned by, operated by, affiliated with, endorsed
2 by, or otherwise has a relationship with Amazon;

3 b. Defendant FBA Distributors is owned by, operated by, affiliated with,
4 endorsed by, or otherwise has a relationship with Amazon;

5 c. Defendant AWS, LLC is owned by, operated by, affiliated with, endorsed
6 by, or otherwise has a relationship with Amazon;

7 d. Defendant Adam Bowser has a relationship with, affiliation with, or is
8 endorsed by Amazon;

9 e. Defendant Chris Bowser has a relationship with, affiliation with, or is
10 endorsed by Amazon;

11 f. Defendants have a relationship with, affiliation with, or endorsement by
12 Amazon in its materials, presentations, webinars, course materials, websites, and business
13 materials;

14 g. The value, exclusivity, and urgency of the services and goods advertised
15 in Defendants' emails, direct mailers, and other advertisements or marketing materials;

16 h. Defendants have developed strategies, secrets, insider knowledge, or
17 expertise that will result in substantial financial gain for purchasers of their business
18 opportunities;

19 i. Purchase of Defendants' goods, such as "Amazon Riches Home Study
20 Program," will result in substantial financial gain for purchasers of their business opportunities;

21 j. Participating in Defendants' free introductory webinars or workshops will
22 result in substantial financial gain for participants;

23 k. Purchase of Defendants' services, such as training and coaching
24 packages, will result in substantial financial gain for purchasers of their business opportunities;

25 l. Omitting that Defendants' strategies and secrets violate Amazon's terms
26 of use and may result in seller accounts being suspended;

1 m. Defendants' goods and services will result in substantial financial gain for
2 purchasers of their business opportunities in order to solicit consumers to obtain financing they
3 would otherwise not obtain;

4 n. Consumers will obtain substantial financial gain by entering into contracts
5 with Defendants' affiliated suppliers;

6 o. The goods or products purchased from Defendants' affiliated suppliers
7 are new, authentic, and of high quality;

8 p. The goods or products purchased from Defendants are new, authentic, and
9 of high quality; and

10 q. Defendants' supplier, packaging and shipping services, such as
11 "Fulfillment by Adam," will result in substantial financial gain for purchasers of their business
12 opportunities.

13 5.7 Defendants engaged in unfair and deceptive practices by using high pressure sales
14 tactics to induce consumers to purchase Defendants' goods and services, and to obtain financing.

15 5.8 Defendants Chris Bowser and Adam Bowser own, operate, manage, direct, control,
16 and have the authority to control the unfair and deceptive practices, policies, and activities of AWS,
17 LLC, FBA Stores, FBA Distributors, and DOE Companies 1-20 described in this Complaint.

18 5.9 Defendants' actions affect the public interest because they repeatedly engaged in
19 the conduct described above and made the claims to hundreds—or even thousands—of
20 Washington consumers.

21 5.10 Defendants' business practices have the capacity to deceive a substantial number
22 of Washington consumers.

23 5.11 Defendants' business practices are not reasonable in relation to the development
24 and preservation of business.

1 7.5 That the Court assess civil penalties pursuant to RCW 19.110.160 of up to \$2,000
2 per violation against Defendants for each and every violation of RCW 19.110 caused by the
3 conduct complained of herein.

4 7.6 That the Court issue a permanent injunction enjoining and restraining Defendants
5 and their representatives, successors, assignees, officers, agents, servants, employees, and all
6 other persons acting or claiming to act for, on behalf of, or in active concert or participation with
7 Defendants from continuing or engaging in the unlawful conduct complained of herein.

8 7.7 That the Court make such orders pursuant to RCW 19.86.080 as it deems
9 appropriate to provide for restitution to consumers of money or property acquired by Defendants
10 as a result of the conduct complained of herein.

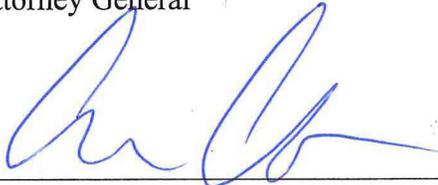
11 7.8 That the Court make such orders pursuant to RCW 19.86.080 to provide that
12 Plaintiff, State of Washington, have and recover from Defendants the costs of this action,
13 including reasonable attorney's fees.

14 7.9 That the Court order such other relief as it may deem just and proper to fully and
15 effectively dissipate the effects of the conduct complained of herein, or which may otherwise
16 seem proper to the Court.

17 DATED this 6th day of December 2017.

18
19 Presented by:

20 ROBERT W. FERGUSON
21 Attorney General

22
23 

24 ANDREA M. ALEGRETT, WSBA #50236
25 Assistant Attorney General
26 M. ELIZABETH HOWE
 Special Assistant to the Attorney General
 Attorneys for Plaintiff State of Washington

EXHIBIT 1

AWS
WORKSHOP



LIVE

Seattle



amazon

COMPLIMENTARY VIP TICKET
\$147.00 VALUE
EVENT CODE NO. 070516 1

COMPLIMENTARY VIP TICKET
\$147.00 VALUE
EVENT CODE NO. 070516 1

SECTION/SEAT GENERAL
AGREEMENT 1 VIP YOU ARE WARMLY INVITED
Exclusive Live Seattle
TUMWATER Tuesday, November 7th Wednes...
COMFORT INN 1620 74th Avenue Tumwa...
TACOMA

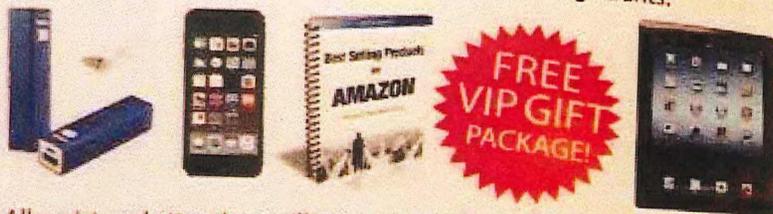
SECTION/SEAT GENERAL
AGREEMENT 1 VIP YOU ARE WARMLY INVITED
Exclusive Live Seattle Events
TUMWATER Tuesday, November 7th Wednes...
COMFORT INN 1620 74th Ave SW Tumwa... 9am-11 or 12-2pm or 6-8pm
TACOMA Wednesday, November 8th
COURTYARD TACOMA 1515 Commerce St Tacoma, WA 98402 9am-11 or 12-2pm or 6-8pm
SEATTLE Friday, November 10th
CHRYME PLAZA @ AIRPORT 17328 International Blvd Seattle, WA 98188 9am-11am or 12pm-2pm

SECTION/SEAT GENERAL
AGREEMENT 1 VIP YOU ARE WARMLY INVITED
Exclusive Live Seattle
SEATTLE Thursday, November 9th
HILTON SEATTLE 1301 6th Ave Seattle, WA 98101 9am-11 or 12-2pm or 6-8pm
SEATTLE Tuesday, November 11th
EMBASSY SUITES 15920 West Valley Highway Seattle, WA 98188 9am-11am or 12pm-2pm

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GREATER SEATTLE AREA

SPECIAL INVITATION

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Participation is limited to the first 100 registrants.



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- ✓ Revealing Free Manual: Best Selling Products on Amazon

Plus, the first 100 callers who attend are registered to win a FREE iPad in our One-of-Twenty iPad Giveaway!!!

FIVE DAYS ONLY!

<p>TUMWATER Tuesday, November 7th COMFORT INN 1620 74th Ave SW Tumwater, WA 98501 9am-11 or 12-2pm or 6-8pm</p>	<p>TACOMA Wednesday, November 8th COURTYARD TACOMA 1515 Commerce St Tacoma, WA 98402 9am-11 or 12-2pm or 6-8pm</p>	<p>SEATTLE Thursday, November 9th HILTON SEATTLE 1301 6th Ave Seattle, WA 98101 9am-11 or 12-2pm or 6-8pm</p>
<p>SEATTLE Friday, November 10th CROWNE PLAZA SEATTLE AIRPORT 17338 International Blvd Seattle, WA 98188 9am-11am or 12pm-2pm</p>	<p>SEATTLE Saturday, November 11th EMBASSY SUITES 15920 W. Valley Highway Seattle, WA 98188 9am-11am or 12pm-2pm</p>	

Congratulations! You've been chosen to attend an exclusive LIVE Amazon Workshop that is coming to the greater state of Washington. My name is Adam Bowser, and over the past 18 years I have sold over \$50 Million online. I'm going to be hosting a few local workshops around the Seattle area to share my secrets for making money on Amazon. This will truly be a once-in-a-lifetime opportunity. At this workshop you will see how to:

- ✓ Get started selling on Amazon and Make \$5,000-\$10,000 in the next 30 days...Even if you have never sold anything online before
- ✓ You can Create Your Own Amazon Seller's Account the Moment You Leave the Workshop
- ✓ Have Amazon Store & Inventory all of Your Products, Ship Out Your All Your Orders & We'll even show you the Hottest Products that sell the fastest on Amazon
- ✓ Start an Online Business with No Money out of your pocket. Setting up an Amazon Account is 100% Free
- ✓ I'll be Giving you Wholesalers You can call up and Get Great Deals for Huge profits. Or just make some extra \$\$ to Pay Your Basic Bills

You will not want to miss this amazing opportunity! I personally sold over \$12 Million on Amazon last year and this exclusive program is limited to the first 100 registrants.

Call 800-559-1577. If you are not one of the first 100 registrants, your name will be put on a waiting list. You have never experienced anything like this before. We guarantee it. Don't miss this event.

Adam Bowser, Amazon Wealth Systems

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For one of our free Amazon Workshops &
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AWS

Amazon Wealth Systems is a highly sought after Amazon training company, who has addressed large and small audiences around the world. Having trained in 18 different countries, we have been lucky enough to share the stage with leaders such as Jack Canfield, Tony Robbins, Mark Victor Hansen, and many others.

For years we have been helping thousands of ordinary people take their lives back and create financial freedom by implementing our systems for success on Amazon. We are not affiliated with or connected to Amazon in any way, we just love Amazon. Just last year we sold over \$12 Million on Amazon.com. Now we want to help you become our next Amazon success story. Come to this workshop and discover the power of Amazon FBA. Amazon has created this amazing system where they will store, inventory, ship out & handle all of your customer service for all of your orders!

AWS
WORKSHOP

Choose a location and
call 800-559-1577 immediately!

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