

1 And, when companies are this big, it's easy to be a bully. Many start-up companies that have
2 appeared to be a threat to Amazon and AWS have felt their wrath. Plaintiff Parler LLC is merely
3 the latest casualty—a victim of Amazon's efforts to destroy an up-and-coming technology
4 company through deceptive, defamatory, anticompetitive, and bad faith conduct.

5 2. Before the actions complained of here, Plaintiff Parler LLC had one of the hottest
6 rising apps on the internet. A young start-up company that sought to disrupt the digital advertising
7 and microblogging markets with a unique approach, Parler positioned itself as an alternative to the
8 likes of Twitter or Facebook. To do so, Parler did *not* employ what some have called “surveillance
9 capitalism”: Unlike its social-media competitors, Parler refused to track and sell its users' private
10 data and target advertising based on that data. This made Parler a beacon to those who sought a
11 free and safe place to espouse political and other views that other microblogging and social media
12 platforms sought to censor. And it allowed Parler to offer lower rates to digital advertisers.

13 3. But this rising popularity and alternative business model also made Parler a
14 competitive threat to the likes of Amazon, Twitter, Facebook, and Google—four giants of the
15 internet who derive enormous revenue from digital advertising. And that threat grew very real in
16 late 2020 and early 2021 when Parler was poised to explode in growth. So together, Amazon,
17 AWS, and others attempted to kill Parler. *See* Glenn Greenwald, *How Silicon Valley, in a Show of*
18 *Monopolistic Force, Destroyed Parler*, SUBSTACK (Jan. 12, 2021),
19 <https://greenwald.substack.com/p/how-silicon-valley-in-a-show-of-monopolistic>.

20 4. On January 9, 2021, AWS repudiated and breached its contract to host Parler's
21 website and app on AWS's cloud services, in bad faith. AWS tried to justify the repudiation based
22 on allegations against Parler that AWS knew were false. AWS then leaked the same false
23 allegations to the media, in a successful effort to tarnish and defame Parler's business.

24 5. These strongarm tactics were unlawful and tortious. They were also surprising to
25 Parler: It had a good relationship with AWS with no signs of trouble until about a day before AWS

1 terminated Parler’s services. The reason AWS gave for terminating Parler’s services—that Parler
2 ostensibly was not pursuing appropriate methods to control the content espousing violence on its
3 platform—was untrue. Indeed, Parler stood in sharp contrast to the likes of Twitter, Facebook,
4 and even Amazon itself, all of whom host substantial amounts of violence-inciting content.

5 6. Further, there was nothing new about the operation and content of Parler’s platform
6 the day AWS announced it would be terminating Parler’s services (in roughly 24 hours) compared
7 to anytime in the two years AWS had been hosting Parler. Then, as before, Parler quickly removed
8 any arguably inappropriate content brought to its attention. And never during those two years
9 before that fateful day had AWS expressed any major concerns with Parler regarding the matter.
10 In fact, just two days before the termination announcement, AWS had assured Parler that it was
11 “okay” as to problematic content. Parler relied on this representation and similar representations
12 from AWS, to the detriment of its own business.

13 7. Finally, from the beginning of their contractual relationship, AWS had known that
14 Parler used a reactive system to deal with problematic content—and not once had AWS said that
15 such a system was insufficient or in violation of the parties’ contract. What is more, AWS knew
16 that Parler was testing out a new *proactive* system that would catch problematic content before it
17 was even posted.

18 8. But two things had changed for AWS. First, a few weeks before terminating
19 Parler’s services, AWS had signed a major new contract with Parler’s principal competitor,
20 Twitter. Second, when Facebook and Twitter moved to ban former President Trump from their
21 platforms in early January, it was expected that Trump would move to Parler, bringing many of
22 his 90 million followers with him. And AWS knew that Trump and Parler had been in negotiations
23 over such a move. If this were to materialize, Parler would suddenly be a huge threat to Twitter in
24 the microblogging market, and to Amazon itself in the digital advertising market.

1 *Growth Sees Amazon Crowned 2019's BrandZ™ Top 100 Most Valuable Global Brand*, PR
2 NEWSWIRE (June 11, 2019), [https://www.prnewswire.com/news-releases/accelerated-growth-](https://www.prnewswire.com/news-releases/accelerated-growth-sees-amazon-crowned-2019s-brandz-top-100-most-valuable-global-brand-300863486.html)
3 [sees-amazon-crowned-2019s-brandz-top-100-most-valuable-global-brand-300863486.html](https://www.prnewswire.com/news-releases/accelerated-growth-sees-amazon-crowned-2019s-brandz-top-100-most-valuable-global-brand-300863486.html).

4 14. On information and belief, Amazon Web Services, Inc., is a corporation
5 incorporated in Delaware and has a principal place of business in Seattle, Washington. According
6 to its own press release, “[f]or 14 years, [AWS] has been the world’s most comprehensive and
7 broadly adopted cloud platform.” *Twitter Selects AWS as Strategic Provider to Serve Timelines*,
8 Press Center, ABOUT AMAZON, (Dec. 15, 2020), [https://press.aboutamazon.com/news-](https://press.aboutamazon.com/news-releases/news-release-details/twitter-selects-aws-strategic-provider-serve-timelines)
9 [releases/news-release-details/twitter-selects-aws-strategic-provider-serve-timelines](https://press.aboutamazon.com/news-releases/news-release-details/twitter-selects-aws-strategic-provider-serve-timelines). That is why
10 “[m]illions of customers—including the fastest-growing startups, largest enterprises, and leading
11 government agencies—trust AWS to power their infrastructure, become more agile, and lower
12 costs.” *Id.* In short, AWS is the Cadillac of cloud platform providers. And “[t]he incident [of AWS
13 terminating Parler’s service] demonstrates the type of power that Amazon wields *almost uniquely*
14 because so many companies rely on it to deliver computing and data storage.” Jordan Novet,
15 *Parler’s de-platforming shows the exceptional power of cloud providers like Amazon*, CNBC
16 (Jan. 16, 2021), [https://www.cnbc.com/2021/01/16/how-parler-deplatforming-shows-power-of-](https://www.cnbc.com/2021/01/16/how-parler-deplatforming-shows-power-of-cloud-providers.html)
17 [cloud-providers.html](https://www.cnbc.com/2021/01/16/how-parler-deplatforming-shows-power-of-cloud-providers.html).

18 *B. Jurisdiction & Venue*

19 15. The Superior Court of the State of Washington in and for the County of King has
20 jurisdiction over this dispute. AWS resides and conducts business in King County, Washington.
21 AWS has therefore submitted to this Court’s jurisdiction, and venue is proper pursuant to RCW
22 4.12.020(3).
23
24
25

1 interact with like-minded folks. Similarly, there is no way to organize into groups on Parler,
2 making the coordination of group activity very difficult. And Parler does not gather data on its
3 users and sell it. In other words, Parler does not use surveillance of its users to make money. As
4 Parler tells its users: “We never share or sell data. Privacy is our #1 concern. Your personal data
5 is YOURS.” And Parler does not engage in targeted advertising, meaning it can charge less to
6 advertisers. This makes Parler a threat to the surveillance capitalism of Amazon, Twitter, Google,
7 and Facebook by potentially luring away advertisers and users interested in greater privacy. *See*
8 Casey B. Mulligan, *Parler Competes Horizontally with Amazon, Apple, and Google?*, Supply and
9 Demand (In that Order), CASEYMULLIGAN.BLOGSPOT.COM (Jan. 13, 2021, 8:47 AM),
10 <http://caseymulligan.blogspot.com/2021/01/parler-competes-horizontally-with.html> (“If too many
11 internet users hear and buy into this rhetoric, the incumbent harvesters of personal data—including
12 especially Amazon, Apple, Google, Twitter, and Facebook—will pay more (perhaps in kind) and
13 profit less. From this perspective, AWS’ action [of terminating Parler’s services] looks like
14 McDonald’s severing the electric lines going into Subway [sandwich] locations at a time when
15 Subway was just gaining traction.”).

16 18. As to how Parler works, a post on Parler, called a “parley” (and equivalent to a
17 “tweet” on Twitter) is content that can be shared with others. Likewise, an “echo” with comment
18 can also be shared with others—it is the equivalent to a retweet with comment. Both a parley and
19 an echo with comment will go out to a person’s followers. However, on Parler one cannot share a
20 comment to a parley with others. This is unlike Twitter, for instance, where one can share a
21 comment on a tweet by retweeting it.

22 19. Further, to directly message someone requires that one be verified by Parler, unlike
23 on Twitter or Facebook. Thus, on Parler a user must upload a selfie and their identification,
24 generally a driver’s license, to be a verified user capable of directing a message to another Parler
25 user. On Twitter, by contrast, anyone can send direct private messages.

1 20. Also, on Parler there is a difference between impressions and views. The latter is a
2 very small percentage of the former. Thus, if one is following another individual on Parler and that
3 other user posts a parley, that parley will show up in one’s feed and be counted as an impression
4 without the recipient ever actually looking at the parley. If one does then look at the parley, it will
5 be counted as a view.

6 21. Parler’s internal data show that users are on Parler about 22-28 minutes a day, on
7 average, spread over multiple sessions. Thus, when there are hundreds of comments on a parley,
8 few people spend the time to read through all the comments.

9 22. Given all of this, the only way for something posted on Parler to get a lot of
10 attention, and thus possibly have influence, is if it is posted by someone with a lot of followers.

11 23. Since its inception, Parler has carefully policed any content on its platform that
12 incited violence. It has had in place community standards that expressly disallow users from
13 posting such content. And as soon as such content is brought to Parler’s attention, a team assesses
14 the flagged content and votes to remove it if it indeed does incite violence.

15 *B. Amazon, Twitter & Facebook Allow Content Promoting Violence*

16 24. Many social media platforms have increasingly struggled with their inability to
17 completely block content that promotes violence, but especially Twitter, Amazon, and Facebook.

18 25. For example, on January 8, 2021, the day before AWS announced it was
19 terminating Parler’s service, one of the top trends on Twitter was “Hang Mike Pence,” with over
20 14,000 tweets. *See Peter Aitken, ‘Hang Mike Pence’ Trends on Twitter After Platform Suspends*
21 *Trump for Risk of ‘Incitement of Violence’, FOX NEWS (Jan. 9, 2021),*
22 <https://www.foxnews.com/politics/twitter-trending-hang-mike-pence>. And earlier that week, a
23 Los Angeles Times columnist observed that Twitter and other large social media platforms bore
24 some responsibility for the Capitol Hill riot by allowing rioters to communicate and rile each other
25 up. *See Erika D. Smith, How Twitter, Facebook are Partly Culpable for Trump DC Riot, LOS*

1 ANGELES TIMES (Jan. 6, 2021, updated Jan. 7, 2021, 8:48 AM),
2 [https://www.latimes.com/california/story/2021-01-06/how-twitter-facebook-partly-culpable-](https://www.latimes.com/california/story/2021-01-06/how-twitter-facebook-partly-culpable-trump-dc-riot-capitol)
3 [trump-dc-riot-capitol](https://www.latimes.com/california/story/2021-01-06/how-twitter-facebook-partly-culpable-trump-dc-riot-capitol). As previously noted, such coordination would not have been possible on
4 Parler.

5 26. Violence-inciting material has also continued to circulate on Twitter after AWS
6 pulled Parler’s plug, with such posts receiving wide play. For instance, noted critic of President
7 Trump, Alec Baldwin, tweeted recently that he had had a dream that the ex-president was on trial
8 for sedition and a noose awaited him outside the courthouse. *See* Andrew Mark Miller, *Alec*
9 *Baldwin tweets about ‘dream’ of noose at Trump’s ‘trial for sedition’ on MLK’s birthday*,
10 WASHINGTON EXAMINER (Jan. 17, 2021, 11:13 AM),
11 <https://www.washingtonexaminer.com/news/baldwin-trump-sedition-trial-noose-mlk>. At the time
12 a screenshot was taken for a news story, it had over 1,000 likes. On January 20, the daughter of
13 the late Iranian general and terrorist Qasem Soleimani, who was killed in a U.S. missile strike
14 ordered by President Trump, tweeted a threat that Trump will “live[] in fear of foes” indefinitely.
15 A screenshot taken within 24 hours showed nearly five thousand likes and two thousand people
16 tweeting about it. *See* Frances Martel, *Daughter of Iranian Terrorist Soleimani Tells Trump He*
17 *Will “Live in Fear,”* BREITBART (Jan. 21, 2021), [https://www.breitbart.com/middle-](https://www.breitbart.com/middle-east/2021/01/21/daughter-iranian-terrorist-soleimani-tells-trump-he-will-live-fear/)
18 [east/2021/01/21/daughter-iranian-terrorist-soleimani-tells-trump-he-will-live-fear/](https://www.breitbart.com/middle-east/2021/01/21/daughter-iranian-terrorist-soleimani-tells-trump-he-will-live-fear/). On
19 January 21, a New York Times contributor tweeted that “If Biden really wanted unity, he’d lynch
20 Mike Pence.” *See* Joseph A. Wulfsohn & Samuel Chamberlain, *New York Times Contributor Loses*
21 *Think Tank Job Over Tweet Suggesting Biden Should ‘Lynch Mike Pence,’* FOX NEWS (Jan. 21,
22 2021), [https://www.foxnews.com/media/will-wilkinson-lynch-mike-pence-niskanen-center-ny-](https://www.foxnews.com/media/will-wilkinson-lynch-mike-pence-niskanen-center-ny-times)
23 [times](https://www.foxnews.com/media/will-wilkinson-lynch-mike-pence-niskanen-center-ny-times).

24 27. This type of violent content on Twitter is not new. On election night in 2020, Kathy
25 Griffin reposted on Twitter a picture of her holding a fake, bloodied head of then-President Trump.

1 See Tyler McCarthy, *Kathy Griffin, Madonna and Robert De Niro Mentioned By Name During*
2 *Trump's Second Impeachment Hearings*, FOX NEWS (Jan. 14, 2021),
3 <https://www.foxnews.com/entertainment/kathy-griffin-madonna-robert-de-niro-name-trump->
4 [impeachment.](https://www.foxnews.com/entertainment/kathy-griffin-madonna-robert-de-niro-name-trump-) The tweet received more than 58,000 likes in less than 48 hours, with Twitter only
5 flagging the tweet as “potentially sensitive content.” What is more, the hashtags #assassinatetrump
6 and #killtrump have been allowed on Twitter since 2016. And the former CEO of Twitter tweeted
7 that “Me-first capitalists who think you can separate society from business are going to be the first
8 people lined up against the wall and shot in the revolution. I’ll happily provide video commentary.”
9 Abram Brown, *Some Business Leaders Should Face a Firing Squad, Former Twitter CEO Dick*
10 *Costolo Suggests In Angry Tweet*, FORBES (Oct. 1, 2020),
11 <https://www.forbes.com/sites/abrambrown/2020/10/01/some-business-leader-should-face-a->
12 [firing-squad-former-twitter-ceo-dick-costolo-suggests-in-angry-tweet/?sh=7c8af97b9486.](https://www.forbes.com/sites/abrambrown/2020/10/01/some-business-leader-should-face-a-)

13 28. Additionally, recently a lawsuit was filed against Twitter, alleging that it “refused
14 to take down widely shared pornographic images and videos of a teenage sex trafficking victim
15 because [its] investigation ‘didn’t find a violation’ of the company’s ‘policies.’” After multiple
16 complaints were filed with Twitter, and after the material had “racked up over 167,000 views and
17 2,223 retweets,” Twitter responded that “[w]e’ve reviewed the content, and didn’t find a violation
18 of our policies, so no action will be taken at this time.” It took a federal agent from the Department
19 of Homeland Security to remove the material from Twitter. See Gabrielle Fonrouge, *Twitter*
20 *Refused to Remove Child Porn Because It Didn’t ‘Violate Policies’: Lawsuit*, NEW YORK POST
21 (Jan. 21, 2021, 10:35 AM), <https://nypost.com/2021/01/21/twitter-sued-for-allegedly-refusing-to->
22 [remove-child-porn/.](https://nypost.com/2021/01/21/twitter-sued-for-allegedly-refusing-to-)

23 29. Further, as is well documented, some groups “use[] Twitter to threaten or harass
24 media members.” Jason Rantz, *Here’s how Antifa uses Twitter to threaten me and the media*, FOX
25 NEWS (Feb. 6, 2021), <https://www.foxnews.com/opinion/antifa-twitter-media-jason-rantz>. Yet

1 these egregious violations of AWS's terms of service by Twitter have apparently been ignored by
2 AWS. AWS has agreed to host Twitter on its cloud services at the same time as it has shut down
3 Parler.

4 30. Amazon itself also hosts significant amounts of content that incite violence,
5 particularly on its own online store. For example, Amazon allowed people on its site to buy a t-
6 shirt that states "Kill All Republicans," a listing that was even sponsored by Amazon. Or one could
7 have bought on Amazon a t-shirt with a graphic image of former President Trump blowing his
8 brains out. Likewise, Amazon long sold anti-Trump paraphernalia with the message, "Where is
9 Lee Harvey Oswald now that we really need him?" As Newsweek has pointed out, the Neo-Nazi
10 shirts worn by Proud Boys supporters are sold on Amazon. *See* Ewan Palmer, *Neo-Nazi Shirts*
11 *Worn by Proud Boys Supporters Sold on Amazon*, NEWSWEEK (Dec. 12, 2020, 11:14 AM),
12 <https://www.newsweek.com/nazi-amazon-proud-boys-holocaust-1555192>. At one time, Amazon
13 allowed shoppers to purchase Auschwitz-themed towels, bottle openers, or Christmas ornaments.
14 Similarly, Amazon shoppers could buy Nazi propaganda, such as an anti-Semitic children's book
15 written by a member of the Nazi Party later executed for his crimes against humanity, or Hitler's
16 *Mein Kampf*. In fact, so common is such material on Amazon that it has been condemned by The
17 Council on American-Islamic Relations for selling white supremacist material. Amazon defended
18 selling such materials based on concerns about censorship. *See* Ewan Palmer, *Auschwitz Museum*
19 *Calls Out Jeff Bezos, Amazon For Selling Nazi Propaganda*, NEWSWEEK (Feb. 2, 2021, 10:58
20 AM), <https://www.newsweek.com/amazon-nazi-books-jeff-bezos-propoganda-1488467>. And
21 crime rings have used Amazon to sell stolen goods. *See* Kevin Krause, *North Texas Feds Say*
22 *Crime Ring Traveled U.S. to Steal Retail Goods and Sell On Amazon*, THE DALLAS MORNING
23 NEWS (Mar. 17, 2020, 11:32 AM), [https://www.dallasnews.com/news/crime/2020/03/17/north-](https://www.dallasnews.com/news/crime/2020/03/17/north-texas-feds-say-crime-ring-traveled-us-to-steal-retail-goods-and-sell-on-amazon/)
24 [texas-feds-say-crime-ring-traveled-us-to-steal-retail-goods-and-sell-on-amazon/](https://www.dallasnews.com/news/crime/2020/03/17/north-texas-feds-say-crime-ring-traveled-us-to-steal-retail-goods-and-sell-on-amazon/).
25

1 31. The material being sold on Amazon that promotes violence is legion. And while
2 Amazon sometimes pulls some of this material, it is still up for some time, often until someone
3 outside of Amazon brings it to Amazon’s attention, causing the Auschwitz Memorial Museum to
4 comment that “it appears people are taking upon themselves the job that Amazon should be doing:
5 ‘verifying the products that are uploaded there.’” Nelson Oliveira, *Amazon called out for*
6 *Auschwitz-themed towel, bottler [sic] opener, Christmas ornaments listed on website*, NEW YORK
7 DAILY NEWS (Dec. 2, 2019, 5:08 PM), [https://www.nydailynews.com/news/national/ny-](https://www.nydailynews.com/news/national/ny-auschwitz-merchandise-caught-on-amazon-website-20191202-2nvjbuxj7neo7oxapq6r7pedvq-story.html)
8 [auschwitz-merchandise-caught-on-amazon-website-20191202-2nvjbuxj7neo7oxapq6r7pedvq-](https://www.nydailynews.com/news/national/ny-auschwitz-merchandise-caught-on-amazon-website-20191202-2nvjbuxj7neo7oxapq6r7pedvq-story.html)
9 [story.html](https://www.nydailynews.com/news/national/ny-auschwitz-merchandise-caught-on-amazon-website-20191202-2nvjbuxj7neo7oxapq6r7pedvq-story.html). Thus, for Amazon to accuse Parler of failing to police violence-inciting material is
10 worse than the pot calling the kettle black. It is a transparent subterfuge.

11 32. Nor is Facebook immune. It knew it had problems with violent content on forums
12 for like-minded users called “Groups.” See Jeff Horwitz, *Facebook knew calls for violence plagued*
13 *‘Groups,’ now plans overhaul*, THE WALL STREET JOURNAL (Jan. 31, 2021, 5:16 PM),
14 [https://www.wsj.com/articles/facebook-knew-calls-for-violence-plagued-groups-now-plans-](https://www.wsj.com/articles/facebook-knew-calls-for-violence-plagued-groups-now-plans-overhaul-11612131374)
15 [overhaul-11612131374](https://www.wsj.com/articles/facebook-knew-calls-for-violence-plagued-groups-now-plans-overhaul-11612131374). Last August, Facebook data scientists warned the company’s executives
16 that “calls to violence were filling the *majority* of the platform’s top ‘civic’ Groups.” *Id.* (emphasis
17 added). “Those Groups are generally dedicated to politics and related issues and collectively reach
18 hundreds of millions of users.” *Id.* For example, “‘enthusiastic calls for violence every day’ filled
19 one 58,000-member Group.” *Id.* And “[i]n the weeks after the election, many large Groups—
20 including some named in the August presentation—questioned the results of the vote, organized
21 protests about the results and helped precipitate the protests that preceded the Jan. 6 riot.” *Id.*

22 33. In fact, in a review of the charging documents of the 223 individuals under
23 investigation by the Department of Justice for the January 6 riot, it was disclosed that 73 of those
24 documents reference Facebook—“far more references than other social networks”—with Google-
25 owned YouTube “the second most-referenced on 24,” and “Instagram, a Facebook-owned

1 company, was next on 20 [charging documents].” Thomas Brewster, *Sheryl Sandberg Downplayed*
2 *Facebook’s Role in the Capitol Hill Siege—Justice Department Files Tell a Very Different Story*,
3 FORBES (Feb. 7, 2021), [https://www.forbes.com/sites/thomasbrewster/2021/02/07/sheryl-](https://www.forbes.com/sites/thomasbrewster/2021/02/07/sheryl-sandberg-downplayed-facebooks-role-in-the-capitol-hill-siege-justice-department-files-tell-a-very-different-story/?sh=273624c710b3)
4 [sandberg-downplayed-facebooks-role-in-the-capitol-hill-siege-justice-department-files-tell-a-](https://www.forbes.com/sites/thomasbrewster/2021/02/07/sheryl-sandberg-downplayed-facebooks-role-in-the-capitol-hill-siege-justice-department-files-tell-a-very-different-story/?sh=273624c710b3)
5 [very-different-story/?sh=273624c710b3](https://www.forbes.com/sites/thomasbrewster/2021/02/07/sheryl-sandberg-downplayed-facebooks-role-in-the-capitol-hill-siege-justice-department-files-tell-a-very-different-story/?sh=273624c710b3). The “data does strongly indicate Facebook was [the]
6 rioters’ . . . preferred platform.” *Id.* And Facebook has known its content moderation efforts were
7 “grossly inadequate” for some time. Chris O’Brien, *NYU study: Facebook’s content moderation*
8 *efforts are ‘grossly inadequate’*, VENTURE BEAT (June 7, 2020, 9:01 PM),
9 [https://venturebeat.com/2020/06/07/nyu-study-facebooks-content-moderation-efforts-are-](https://venturebeat.com/2020/06/07/nyu-study-facebooks-content-moderation-efforts-are-grossly-inadequate/)
10 [grossly-inadequate/](https://venturebeat.com/2020/06/07/nyu-study-facebooks-content-moderation-efforts-are-grossly-inadequate/).

11 34. Facebook’s abject failure to police such content was confirmed in a 2020 survey by
12 the Anti-Defamation League, which discovered that of the people who had suffered online hate
13 and harassment, 77 percent reported that at least some of their harassment occurred on Facebook,
14 27 percent reported experiencing harassment or hate on Twitter, 18 percent on Google-owned
15 YouTube, and 17 percent on Facebook-owned Instagram. *See* ANTI-DEFAMATION LEAGUE, *Online*
16 *Hate and Harassment: The American Experience 2020* 14 (2020),
17 <https://www.adl.org/media/14643/download>. Parler was not listed in the survey results. Because
18 of these findings, the Anti-Defamation League gave Facebook (including Instagram) a “D” grade
19 for its policies and enforcement, Twitter a “C,” and Google-owned YouTube a “C.” *See* ANTI-
20 DEFAMATION LEAGUE, *Online Holocaust Denial Report Card: An Investigation of Online*
21 *Platforms’ Policies and Enforcement*, <https://www.adl.org/holocaust-denial-report-card>.

22 35. Given the problems with violent content on Amazon, Facebook, Google, Twitter,
23 and other websites and apps, it is simply not accurate to suggest that Parler had or has a
24 disproportionately large problem with such content. Nor can AWS’s explanations for taking down
25

1 Parler hold water. The stated reasons were pretextual, designed to conceal AWS’s true motives for
2 cancelling Parler, which were to crush an economic competitor of both itself and a major client.

3 *C. The AWS-Parler Relationship Before January 8, 2021*

4 36. Parler contracted with AWS to provide the cloud computing services Parler needs
5 for its apps and website to function on the internet. Further, both the apps and the website were
6 written to work with AWS’s technology. As of January 8, 2021, switching to a different service
7 provider would require extensive work to migrate Parler’s platform, meaning Parler would be
8 offline for a financially devastating period. And AWS knew this.

9 37. What is more, AWS sought this dependent relationship. It did so in part by
10 repeatedly trying to sell Parler more services that would magnify Parler’s dependency on AWS,
11 making it hard to ever leave for another cloud service provider. In industry parlance, this is called
12 “vendor lock.”

13 38. From the very beginning of the contractual relationship between AWS and Parler,
14 AWS knew about Parler’s reactive methods for culling problematic content, as well as Parler’s
15 community guidelines. Not once before January 9, 2021, did AWS express any concern that
16 Parler’s policies and methods violated either the AWS Acceptable Use Policy or the AWS
17 Customer Agreement. To the contrary, AWS actively led Parler to believe that AWS considered
18 Parler’s policies and methods appropriate and consistent with AWS’s Customer Agreement.

19 39. Up until January 8, 2021, moreover, the relationship between Parler and AWS was
20 a good one, with every indication it would continue into 2021 and beyond. For example, in
21 September 2020, AWS sent Parler an email offering to finance Parler as part of AWS’s funding
22 program for startups with high potential. On November 10, 2020, at AWS’s invitation, Parler’s
23 CEO met with AWS representatives to explore the possibility of Parler’s long-term engagement
24 using AWS systems—more “vendor lock”—including a move to Amazon’s proprietary database.
25

1 This would require a great deal of investment and trust on Parler’s behalf as it would have to
2 specifically design portions of its software to work only with Amazon-specific products.

3 40. At that time, AWS knew there was a possibility that then-President Trump might
4 obtain a Parler account, likely bringing with him a surge of followers to the Parler platform. What
5 is more, around that time Parler had informed AWS that Parler’s initial tests using AI to pre-screen
6 inappropriate content, including material that encouraged or incited violence, were returning
7 promising results.

8 41. In mid-December 2020, an AWS representative spoke with Parler representatives
9 seeking to sell additionally proprietary AWS services on which Parler might rely for its core
10 functionality. All these offers were done with full knowledge of Parler’s existing system for
11 dealing with problematic content, something every social media platform has to deal with.

12 42. Also, AWS admitted to Parler in an email on December 16, 2020, from an AWS
13 Technical Account Manager to Parler’s Chief Technical Officer, that the AWS manager “used to
14 receive more than a dozen report [sic] per day for another customer” and that “Twitter is moving
15 their timeline workload into AWS[,] which I can imagine will mean more abuse for Twitter too.”
16 The AWS manager further stated that, as far as any “abuse report[s]” regarding Parler were
17 concerned, he was “definitely in this journey with you.”

18 43. To be sure, AWS had from time to time sent Parler problematic content, which
19 content Parler immediately investigated and resolved. The last such communication before
20 January 6, 2021, was on December 19, 2020. As usual, Parler promptly looked into the flagged
21 content, removing anything that might have been problematic. In addition, after that
22 December 19th communication, Parler took additional steps to facilitate any internally escalating
23 problematic material. And Parler continued testing a new AI-based system that would screen
24 problematic content before it was posted, with plans to deploy the AI-system in early 2021.
25

1 ABOUTAMAZON.COM (Dec. 15, 2020, 9:00 AM), [https://press.aboutamazon.com/news-](https://press.aboutamazon.com/news-releases/news-release-details/twitter-selects-aws-strategic-provider-serve-timelines)
2 [releases/news-release-details/twitter-selects-aws-strategic-provider-serve-timelines](https://press.aboutamazon.com/news-releases/news-release-details/twitter-selects-aws-strategic-provider-serve-timelines).

3 50. Twitter, moreover, “will leverage AWS’s proven infrastructure and portfolio of
4 services to support delivery of millions of daily Tweets.” *Id.* Further, “[t]his expansion onto AWS
5 marks the first time that Twitter is leveraging the public cloud to scale their real-time service.” *Id.*
6 This deal “buil[t] on the companies’ more than decade-long collaboration, where AWS continues
7 to provide Twitter with storage, compute, database, and content delivery services to support its
8 distribution of images, videos and ad content.” *Id.* What is more, together “Twitter and AWS will
9 create an architecture that extends Twitter’s on-premises infrastructure to enable them to
10 seamlessly run and scale the real-time service globally, increase its reliability . . . , and rapidly
11 move new features into production around the world.” *Id.*

12 51. At the same time, Parler began to significantly increase its usership at the expense
13 of Twitter and Facebook. After the election in November, the New York Times reported that
14 “millions have migrated to alternative social media and media sites like Parler” Mike Isaac
15 & Kellen Browning, *Fact-Checked on Facebook and Twitter, Conservatives Switch Their Apps*,
16 THE NEW YORK TIMES (Nov. 18, 2020), [https://www.nytimes.com/2020/11/11/technology/parler-](https://www.nytimes.com/2020/11/11/technology/parler-rumble-newsmax.html)
17 [rumble-newsmax.html](https://www.nytimes.com/2020/11/11/technology/parler-rumble-newsmax.html). In fact, less than a week after Election Day, between November 3rd and
18 November 8th, Parler’s app experienced nearly one million downloads. *See* Russell Brandom,
19 *Parler, A Conservative Twitter Clone, Has Seen Nearly 1 Million Downloads Since Election Day*,
20 THE VERGE (Nov. 9, 2020, 3:52 PM), [https://www.theverge.com/2020/11/9/21557219/parler-](https://www.theverge.com/2020/11/9/21557219/parler-conservative-app-download-new-users-moderation-bias)
21 [conservative-app-download-new-users-moderation-bias](https://www.theverge.com/2020/11/9/21557219/parler-conservative-app-download-new-users-moderation-bias). This resulted in Parler rocketing to be
22 “the #1 free app in the iOS App Store, up from #1,023” just a week earlier. *Id.* Likewise, in that
23 same week the Parler app went from 486th to 1st in the Google Play rankings. *Id.* Not surprisingly,
24 “the app was the 10th most downloaded social media app in 2020 with 8.1 million new installs.”
25 *See* Jonathan Schieber, *Parler Jumps to No. 1 on App Store After Facebook and Twitter Ban*

1 *Trump*, TECHCRUNCH (Jan. 9, 2021, 1:45 PM), [https://techcrunch.com/2021/01/09/parler-jumps-](https://techcrunch.com/2021/01/09/parler-jumps-to-no-1-on-app-store-after-facebook-and-twitter-bans/)
2 [to-no-1-on-app-store-after-facebook-and-twitter-bans/](https://techcrunch.com/2021/01/09/parler-jumps-to-no-1-on-app-store-after-facebook-and-twitter-bans/). Despite this increase in users, there is no
3 evidence that Parler was used to coordinate the infamous attacks on the Capitol on January 6.

4 52. In 2021, this trend both continued and accelerated, thanks to Twitter’s and
5 Facebook’s announcements that they would permanently ban former President Trump from their
6 platforms. *Id.* As a result, Parler saw installs increase in the United States by 355 percent. *Id.* After
7 Twitter’s announcement, conservative politicians and media figures began encouraging their
8 followers to switch to Parler. *See* Yelena Dzhanova, *Top Conservative Figures are Tweeting to*
9 *Advertise their Parler Accounts After Trump was Permanently Banned from Twitter*, BUSINESS
10 INSIDER (Jan. 9, 2021, 10:17 AM), [https://www.businessinsider.com/top-conservatives-moving-](https://www.businessinsider.com/top-conservatives-moving-to-parler-after-trumps-ban-from-twitter-2021-1)
11 [to-parler-after-trumps-ban-from-twitter-2021-1](https://www.businessinsider.com/top-conservatives-moving-to-parler-after-trumps-ban-from-twitter-2021-1). *See also* Joseph A. Wulfsohn, *Conservatives Flee*
12 *to Parler Following Twitter’s Permanent Suspension of Trump*, FOX NEWS (Jan. 9, 2021),
13 <https://www.foxnews.com/media/conservatives-join-parler-twitter-trump-ban>.

14 53. Speculation began to mount that then-President Trump would likewise move to
15 Parler. *Id.* Given the close to 90 million followers the President had on Twitter, this would be an
16 astronomical boon to Parler and a heavy blow to Twitter. *See Donald J. Trump Statistics on Twitter*
17 *Followers* ([@realDonaldTrump](https://www.socialbakers.com/statistics/twitter/profiles/detail/25073877-realdonaldtrump)), SOCIALBAKERS,
18 <https://www.socialbakers.com/statistics/twitter/profiles/detail/25073877-realdonaldtrump>.

19 54. An AWS official, who had known about the possibility that Trump might join
20 Parler, became increasingly inquisitive as to whether Parler’s CEO had heard whether that would
21 occur in the wake of Facebook and Twitter banning the former President. On Thursday morning,
22 January 7, 2021, she asked Parler’s CEO, given Trump’s exclusion from those other platforms,
23 “Does he plan on joining Parler?” On Friday morning, January 8, 2021, she stated, “I see Sean
24 Hannity said Trump has joined Parler.” She then asked, “Is that true?” Parler’s CEO responded, “I
25 believe Trump has an account. But it’s not verified and incognito. Not certain.” To which the AWS

1 representative responded, “No communication from his team?” Not once did this AWS
2 representative raise any concerns about problematic content on Parler.

3 55. Given the context of Parler’s looming competitive threat to Twitter, as well as to
4 AWS, Google, and Facebook, and given the fact that the Facebook and Twitter bans might not
5 long muzzle the former President if he switched to Parler, potentially bringing tens of millions of
6 followers with him, AWS moved to shut down Parler.

7 56. Shortly after Twitter announced it was banning then-President Trump, on
8 January 8, 2021, Google removed Parler from its Google Play Store. A Google spokesperson
9 falsely said that Google did so because “of continued posting in the Parler app that seeks to incite
10 ongoing violence in the U.S.,” which presents an “ongoing and urgent public safety threat.” Lucas
11 Matney, *Parler removed from the Google Play store as Apple App Store suspension reportedly*
12 *looms*, TECH CRUNCH (Jan. 8, 2021, 8:05 PM), [https://techcrunch.com/2021/01/08/parler-](https://techcrunch.com/2021/01/08/parler-removed-from-google-play-store-as-apple-app-store-suspension-reportedly-looms/)
13 [removed-from-google-play-store-as-apple-app-store-suspension-reportedly-looms/](https://techcrunch.com/2021/01/08/parler-removed-from-google-play-store-as-apple-app-store-suspension-reportedly-looms/). Banning
14 Parler from the Google Play Store was significant because the overwhelming majority of Android
15 apps are found on that store. And the Google Play Store ban’s explanation was suspect because
16 enormous amounts of content inciting violence could be found on Facebook and Twitter, yet
17 Google did not remove these two apps from the Play Store.

18 57. The next day, January 9, 2021, at 6:07 pm PST, web news site BuzzFeed posted an
19 article with screenshots of a letter from AWS to Parler, informing Parler that its service would be
20 suspended at 11:59 pm PST on Sunday, less than thirty hours later. *See* John Paczkowski & Ryan
21 Mac, *Amazon Will Suspend Hosting for Pro-Trump Social Network Parler*, BUZZFEED (Jan. 9,
22 2021, 6:07 PM PST, updated 7:08 PST),
23 <https://www.buzzfeednews.com/article/johnpaczkowski/amazon-parler-aws>. What is more, the
24 article with the letter was posted not long after Parler itself received the letter in an email, which
25

1 was received at 5:19 pm PST (7:19 CST), less than an hour before the BuzzFeed article went
2 online, meaning AWS leaked the letter to BuzzFeed around the same time as sending it to Parler.

3 58. That same evening, the Associated Press reported that “Parler may be the leading
4 candidate” for then-President Trump after his Twitter ban as “[e]xperts had predicted Trump might
5 pop up on Parler” Frank Bajak, *Squelched by Twitter, Trump Seeks New Online Megaphone*,
6 ASSOCIATED PRESS (Jan. 9, 2021), [https://apnews.com/article/donald-trump-politics-media-social-
7 media-coronavirus-pandemic-f5b565ca93a792640211e6438f2db842](https://apnews.com/article/donald-trump-politics-media-social-media-coronavirus-pandemic-f5b565ca93a792640211e6438f2db842). However, the AP also
8 observed that “Amazon struck [a] blow Saturday [against the chances of Trump adopting the
9 platform], informing Parler it would need to look for a new web-hosting service effective midnight
10 Sunday.” *Id.*

11 59. This termination by AWS could not have come at a worse time for Parler—a time
12 when the company was surging with the potential of even more explosive growth in the next few
13 days. Worse than the timing was the result—Parler tried to find alternative companies to host it
14 and they repeatedly were unable to do so, often because of the public defamation by AWS. This
15 delayed Parler’s ability to get back online by over a month. That delay meant many past Parler
16 users have had to move on to other platforms. *See* Arjun Walia, *Telegram Passes 500 Million*
17 *Users As People Seek Facebook & Twitter (Big Tech) Alternatives*, LEWROCKWELL.COM (Jan. 25,
18 2021), [https://www.lewrockwell.com/2021/01/no_au-
19 thor/telegram-passes-500-million-users-as-
20 people-seek-facebook-twitter-big-tech-alternatives/](https://www.lewrockwell.com/2021/01/no_author/telegram-passes-500-million-users-as-people-seek-facebook-twitter-big-tech-alternatives/). It is no wonder, then, that competitor
21 Twitter’s CEO heartily endorsed efforts to remove Parler from the public sphere. *See* Kevin
22 Shalvey, *Parler’s CEO John Matze Responded Angrily After Jack Dorsey Endorsed Apple’s*
23 *Removal of the Social Network Favored by Conservatives*, BUSINESS INSIDER (Jan. 10, 2021, 5:35
24 AM), [https://www.businessinsider.com/parler-john-matze-responded-angrily-jack-dorsey-apple-
25 ban-2021-1](https://www.businessinsider.com/parler-john-matze-responded-angrily-jack-dorsey-apple-ban-2021-1).

1 60. Parler’s rival social media apps that are alternatives to Facebook and Twitter are
2 experiencing record growth. *See Isaac & Browning, Fact-Checked on Facebook and Twitter,*
3 *supra.* When Parler was not available, both current users and prospective users turned to
4 alternatives, including but not limited to Twitter or Facebook. And once those users have begun to
5 use another platform, they may not switch or return to Parler after Parler was offline for over a
6 month.

7 61. By silencing Parler, moreover, AWS silences the millions of Parler users who do
8 not feel comfortable using Twitter or other social media apps to express their views because,
9 among other things, these other companies take advantage of users’ personal data for advertising
10 and other revenue sources.

11 62. What is more, by pulling the plug on Parler but leaving Twitter alone despite the
12 posting of massive amounts of troublesome content on Twitter and Amazon itself, AWS has
13 revealed that its expressed reasons for suspending Parler’s service are but pretext.

14 63. Because, AWS declared, “we cannot provide services to a customer that is unable
15 to effectively identify and remove content that encourages or incites violence against others,”
16 AWS announced the pending termination of Parler’s service. But AWS knew that its allegations
17 against Parler were specious.

18 64. If Parler were a newspaper, AWS would try to portray the content it flagged as
19 appearing on the front page. But as the facts above show, the minimal amount of problematic
20 material that AWS flagged, combined with the fact that much of it was buried and could not be
21 easily shared, meant it was hardly noticed. Thus, if Parler was a newspaper, the problematic
22 content was buried at the bottom right column on page D17, in small type. No one was really
23 seeing or sharing it.

24 65. Making matters worse, AWS leaked its termination email to the press, knowing that
25 its allegations in the email claiming that Parler was unable to find and remove content that

1 encouraged violence were false—both because AWS knew of Parler’s ongoing projects to utilize
2 AI-aided content screening and because, in the days preceding AWS’s email, Parler had removed
3 everything AWS had brought to its attention and more. Yet AWS sought to defame Parler
4 nonetheless. And because of AWS’s false claims, Parler has not only lost current and future
5 customers, but for weeks Parler was unable to find an alternative web hosting company. In short,
6 these false claims have made Parler a pariah and severely damaged its once-booming business.

7 66. Moreover, although AWS claims it terminated Parler because “Parler was used to
8 incite, organize, and coordinate the January 6 attack on the U.S. Capitol,” that claim is a pretext
9 that is not backed by evidence. AWS has identified no evidence that rioters used Parler to foment
10 or coordinate the attack at the time of its termination email and it still has no such evidence.

11 67. By contrast, there is increasing evidence that Twitter and Facebook, Parler’s much
12 larger competitors, were used to foment and coordinate the riot. For instance, Ashli Babbitt, the
13 woman killed by law enforcement when she forced her way into the Capitol Building, did have a
14 Parler account, but it had not been used since November. Instead, she had a Twitter account that
15 was in use the very day of the riot, January 6, 2021. Further, the federal government has indicated
16 that the attack was coordinated at least in part on Twitter. *See* Michael Balsamo & Erick Tucker,
17 *FBI says it warned about prospect of violence ahead of US Capitol riot*, NAVY TIMES (Jan. 12,
18 2021), [https://www.navytimes.com/news/your-military/2021/01/13/fbi-says-it-warned-about-](https://www.navytimes.com/news/your-military/2021/01/13/fbi-says-it-warned-about-prospect-of-violence-ahead-of-us-capitol-riot/)
19 [prospect-of-violence-ahead-of-us-capitol-riot/](https://www.navytimes.com/news/your-military/2021/01/13/fbi-says-it-warned-about-prospect-of-violence-ahead-of-us-capitol-riot/). And, as already noted, Facebook, Twitter, and
20 Google’s YouTube are the top social media sites found in the charging documents for arrested
21 rioters—not Parler.

22 68. Finally, to add injury to injury, after AWS shut off all services to Parler, AWS left
23 open Route 53, a highly scalable domain name system (DNS), which directed hackers to Parler’s
24 backup datacenters and caused the hackers to initiate a sizeable DNS attack. In other words, AWS
25 essentially illuminated a large neon arrow directing hackers to Parler’s backup datacenters. And

1 the hackers got the message, launching an extremely large attack—one 250 times larger and 12-
2 24 times longer than the average Distributed Denial of Service (DDOS) attack.² Later, AWS would
3 terminate the Route 53 link, but the damage was already done. And this AWS-facilitated attack
4 was a threat by AWS to all future datacenters that, if they were to host Parler, they too would be
5 attacked by unprecedented hacks.

6 69. Finally, since termination, AWS/Amazon has been secretly selling Parler’s user
7 data—including images and video—to whomever has an Amazon S3 account and is willing to pay
8 to download the data, thus intentionally interfering with Parler’s contracts with its current users.
9 Amazon is sharing Parler user data in violation of AWS’s own contract with Parler—and profiting
10 to boot. This is direct evidence of tortious interference with Parler’s contracts with its current
11 Parler users. This AWS-enabled black market for Parler user data also enables others to access this
12 data and then engage in mass doxing and harassment of Parler users. These AWS-enabled activities
13 will hamper Parler’s ability to get new users and cause it to lose existing users, who will be wary
14 of Parler’s ability to protect their privacy.

15 IV. CAUSES OF ACTION

16 A. *Pre-Termination & Termination Conduct*

17 Count One: Washington Consumer Protection Act

18 **Before the termination, and in connection with the termination, AWS engaged in 19 deceptive and unfair trade practices, injuring Parler.**

20 70. Parler restates, re-alleges, and incorporates by reference each of the allegations set
21 forth in the Complaint as if fully set forth herein.

22 71. The Washington Consumer Protection Act provides that “unfair or deceptive acts
23 or practices in the conduct of any trade or commerce are . . . unlawful.” RCW 19.86.020.

24 ² The hackers launched a DDOS attack of 250 gbps (gigabytes per second) for 12 hours. The average DDOS
25 attack is only one gbps and lasts for 30-60 minutes. See Sam Cook, *DDoS Attack Statistics and Facts for
2018-2020*, COMPARITECH (Nov. 10, 2020, updated Feb. 10, 2021),
<https://www.comparitech.com/blog/information-security/ddos-statistics-facts/>.

1 72. Under the Act, “[a]ny person who is injured in his or her business or property’ by a
2 violation of the act may bring a civil suit for injunctive relief, damages, attorney fees and costs,
3 and treble damages.” *Panag v. Farmers Ins. Co. of Washington*, 166 Wn.2d 27, 37, 204 P.3d 885
4 (2009) (citing RCW 19.86.090). And to prevail in such a claim, “the plaintiff must prove (1) an
5 unfair or deceptive act or practice, (2) occurring in trade or commerce, (3) affecting the public
6 interest, (4) injury to a person’s business or property, and (5) causation.” *Id.*

7 73. AWS engaged in an unfair and deceptive series of acts and practices, in bad faith,
8 in the course of trade and commerce, that caused substantial injury to Parler. Further, AWS’s acts
9 and practices are harmful to the public interest.

10 74. The AWS Customer Agreement is a contract of adhesion, which AWS forces each
11 customer to accept, without negotiation, in order to use AWS’s services. Upon information and
12 belief, many of AWS’s customers are a captive audience who do not have ready access to an
13 effective and affordable alternative to AWS’s services. AWS is fully aware that the AWS
14 Customer Agreement is a contract of adhesion, which is exemplified by the fact that the agreement
15 itself provides that AWS may unilaterally modify the agreement at any time, with or without notice
16 to its customers. *See Exhibit A § 12.* (AWS “may modify this Agreement (including any Policies)
17 at any time by posting a revised version on the AWS Site By continuing to use the Service
18 Offerings after the effective date of any modifications to this Agreement, you agree to be bound
19 by the modified terms. It is your responsibility to check the AWS Site regularly for modifications
20 to this Agreement.”).

21 75. AWS unilaterally drafted the AWS Customer Agreement in a manner that unfairly,
22 deceptively, and unconscionably advantages AWS and harms its customers. By way of example
23 only, AWS knows that customers will use AWS services to provide a platform for third party end
24 users to post content. AWS is aware that it is not possible to completely prevent those third party
25 end users from posting objectionable content that violates AWS’s policies. Nevertheless, AWS

1 contends that a customer breaches this contract of adhesion if any third-party end user does post
2 such objectionable content, irrespective of whether the customer has adopted or is working to adopt
3 appropriate measures to block or remove such content. In effect, by AWS's own interpretation
4 (which interpretation Parler disputes), AWS has knowingly drafted its contract of adhesion in a
5 manner that will *force* its customers to breach the contract en masse. In turn, AWS contends that
6 it has the right to terminate the contract "for cause" in the event of such a breach, with no notice
7 to, and no meaningful remedies for, any of its customers. AWS has done so despite having full
8 knowledge that its customers rely upon the continuation of AWS's services for the very survival
9 of their businesses.

10 76. When AWS and Parler entered into the AWS Customer Agreement for cloud
11 computing services that Parler needs for its apps and website to function on the internet, AWS
12 knew that it would be impossible to ensure that no end user would ever post objectionable content
13 on Parler's platform. Indeed, it would be technologically impossible for any microblogging
14 platform to completely prevent the posting of objectionable content by end users. Rather, at best,
15 a microblogging platform like Parler has the capacity to remediate such content after it has been
16 posted by an end user and becomes known to Parler. By definition, AWS was aware of and
17 implicitly accepted these technological limitations throughout the time when it entered into and
18 performed its contract with Parler.

19 77. Parler performed under the contract in good faith by, among other things, paying
20 for AWS's services. AWS repeatedly made representations to Parler which were designed to and
21 did give Parler the assurance that AWS did not view the posting of allegedly objectionable user
22 content on Parler's platform as a breach of the parties' contract, especially in light of Parler's
23 efforts to remediate such content. By way of example only, on January 7, 2021, AWS assured
24 Parler that a prior complaint regarding objectionable content on Parler had been "resolved." At
25 the same time, AWS solicited additional business from Parler. Parler worked with AWS to expand

1 the scope of the products and services that it purchased from AWS, based in-part on the assurances
2 it received from AWS.

3 78. Further, during that same time period, Parler was in talks with AWS to acquire new
4 AI from Amazon to perform superior content moderation on its platform. AWS was fully aware
5 that Parler was working, with Amazon's assistance, to adopt the best automated practices available
6 on the market to prevent and remove objectionable content from its platform.

7 79. On January 7-8, 2021, AWS learned that former President Donald Trump and other
8 known conservatives, including Sean Hannity, had switched or were likely to switch from Twitter
9 to Parler. AWS was clearly concerned about that possibility and sent inquiries regarding those
10 concerns to representatives of Parler.

11 80. On Sunday, January 9, 2021, AWS notified Parler via email that AWS was
12 immediately suspending Parler's account. In reality, this so-called suspension was a termination,
13 as AWS made clear over the phone and in the same email that Parler would need to migrate its
14 data to new servers.

15 81. In AWS's email purporting to suspend and/or terminate the contract, AWS
16 identified its purported reasons for the termination. Specifically, AWS asserted that Parler did not
17 have an adequate plan to identify and remove dangerous content from its platform, because Parler's
18 only plan was to do so "manually with volunteers." AWS was aware that this purported basis for
19 suspending and/or terminating the contract was untrue. AWS previously had given Parler explicit
20 and/or implicit assurances that its concerns about objectionable content on Parler would not result
21 in termination of the contract. Further, AWS knew that Parler was in the midst of acquiring AI
22 from Amazon that Parler could use to identify and remove dangerous content from its platform,
23 directly contrary to AWS's claim that Parler intended to perform this function "manually with
24 volunteers."
25

1 82. The true reason why AWS decided to suspend and/or terminate its contract with
2 Parler was not because of any alleged breach of the contract, but because AWS did not want Parler
3 to be able to provide a new platform to conservative voices, including Donald Trump, or to
4 compete effectively with other microblogging platforms such as Twitter.

5 83. On the same day that AWS terminated its contract with Parler, it also publicized
6 false information about Parler to the media. Specifically, on January 9, 2021, AWS announced it
7 would indefinitely suspend Parler’s service, falsely claiming that Parler was unable or unwilling
8 “to remove content that encourages or incites violence against others.”

9 84. AWS’s series of acts and practices was deceptive and unfair. AWS uniformly
10 requires its customers to enter into a contract of adhesion containing unfair and unconscionable
11 terms that benefit AWS and harm its customers. AWS entered into such a contract with Parler,
12 knowing and accepting that it would be impossible for Parler, like AWS’s other customers, to
13 completely prevent the posting of objectionable content on its platform. During the performance
14 of the contract, AWS was aware of the methods Parler was using and developing to remediate such
15 content, and induced Parler to continue to pay for and even expand its business relationship with
16 AWS through assurances that Parler’s content moderation methods were adequate. Nevertheless,
17 AWS subsequently terminated its contract with Parler based on a characterization of Parler’s
18 content moderation methods which AWS knew to be false. AWS published the same false
19 characterization of Parler to the media.

20 85. AWS’s unfair and deceptive acts and practices impact the public interest. AWS
21 not only made deceptive statements to Parler directly, but also made deceptive statements about
22 Parler to the public at-large. AWS’s decision to terminate Parler’s contract was motivated at least
23 in-part by, and in fact furthered, AWS’s goal of eliminating a platform for a large segment of the
24 political spectrum in the United States. Further, upon information and belief, AWS provides the
25 same services through the same contract of adhesion to many other customers who are likewise

1 unable to fully prevent the posting of objectionable content on their platforms. Upon information
2 and belief, many of those customers rely on their contracts of adhesion with AWS for the survival
3 of their businesses, and they are at risk of having their contracts terminated “for cause” (and their
4 businesses severely injured) by AWS at any time.

5 86. AWS’s unfair and deceptive acts and practices have resulted in substantial damages
6 to Parler, including but not limited to the loss of millions of dollars of revenue from advertisements.

7 **Count Two: Defamation**

8 **By leaking false allegations to the press, AWS defamed Parler, damaging its reputation
9 and ability to attract future service providers, users, and advertisers.**

10 87. Parler restates, re-alleges, and incorporates by reference each of the allegations set
11 forth in the rest of this Complaint as if fully set forth herein.

12 88. Under Washington law, the “required elements for a defamation claim are (1) falsity,
13 (2) an unprivileged communication, (3) fault, and (4) damages.” *Stiles v. Kearney*, 168 Wn. App.
14 250, 262, 277 P.3d 9 (2012) (citing *Mark v. Seattle Times*, 96 Wn.2d 473, 486, 635 P.2d 1081
15 (1981)).

16 89. On January 9, 2021, AWS sent an email to Parler declaring that AWS would
17 indefinitely suspend Parler’s service, claiming that Parler was unable or unwilling “to remove
18 content that encourages or incites violence against others.” AWS or one of its employees publicly
19 leaked that email in bad faith to BuzzFeed at or around the same time AWS sent the email to Parler.

20 90. AWS’s email was false and AWS knew it was false. Parler was willing and able to
21 remove such content and AWS knew that, because there was a lengthy history between the parties
22 of Parler removing such content as quickly as AWS brought it to Parler’s attention. What is more,
23 AWS was well aware that Parler was testing a new AI-based system to remove such content before
24 it was even posted, that Parler had success with initial testing of the program, and that Parler had
25 in fact shared those testing results with AWS.

91. The AWS email received wide play in the media.

1 92. The AWS email was not a privileged communication as it did not involve
2 communication between an attorney and client, a doctor and patient, spouses, or any other of the
3 recognized privileges under Washington law.

4 93. To establish fault as a private figure, a plaintiff “must prove negligence by a
5 preponderance of the evidence.” *Alpine Indus. Computers, Inc. v. Cowles Pub. Co.*, 114 Wn. App.
6 371, 388, 57 P.3d 1178 (2002), *amended*, 64 P.3d 49 (2003). This means that the plaintiff “must
7 show fault by the publisher in not acting reasonably to ensure that the report is accurate and
8 complete.” *Id.* at 390 (citation omitted).

9 94. Additionally, to show fault “concerning a subject of general or public interest,” a
10 private figure must show “that in publishing the statement, the defendant knew or, in the exercise
11 of reasonable care, should have known that the statement was false, or would create a false
12 impression in some material respect.” *Id.* at 389 (citation omitted).

13 95. Moreover, “a public figure plaintiff must prove by clear and convincing evidence that
14 the defendant uttered the offensive statement with actual malice, that is, with knowledge of falsity
15 or reckless disregard of the truth or falsity of the statement.” *Id.* at 387-88 (citing *New York Times*
16 *Co. v. Sullivan*, 376 U.S. 254, 279-80 (1964); *Herron v. Tribune Publ’g Co.*, 108 Wn.2d 162, 169-
17 79, 736 P.2d 249 (1987)).

18 96. Parler is not a public figure and the success of its “content moderation” policies was
19 not a matter of public concern *until* Google and AWS decided to make it one, but the defendant
20 cannot by a defamatory statement turn a private matter into a public one or all matters would be
21 public in nature.

22 97. AWS did not take reasonable care to investigate and ensure that its statements were
23 accurate and complete, thus acting negligently.

24 98. But even if Parler is considered a public figure or Parler’s “content moderation”
25 process was deemed to be of public interest, AWS acted with actual malice.

1 99. Actual malice exists when there is “knowledge of the falsity or reckless disregard of
2 the truth or falsity of the statement.” *Maison de France, Ltd. v. Mais Oui!, Inc.*, 126 Wn. App. 34,
3 44, 108 P.3d 787 (2005). Reckless disregard “requires evidence that the publisher was plagued
4 with serious doubts as to the truth of the statement.” *Alpine Indus. Computers, Inc.*, 114 Wn. App.
5 at 394. AWS is chargeable with the knowledge possessed by its agents or employees. *See, e.g.*,
6 *State ex rel. Hayes Oyster Co. v. Keypoint Oyster Co.*, 64 Wn.2d 375, 386, 394 P.2d 979 (1964).

7 100. On January 10 and 11, AWS published and released statements to news media
8 repeating its assertion that Parler had been “unwilling or unable” to “remove” “content . . . that
9 encourages and incites violence against others.” *See, e.g.*, Matt Day, *Amazon’s Parler Removal*
10 *Shows Cloud Unit’s Rarely Used Power*, BLOOMBERG BUSINESSWEEK (Jan. 11, 2021),
11 [bloomberg.com/news/articles/2021-01-11/amazon-s-removal-of-parler-shows-cloud-unit-s-](https://www.bloomberg.com/news/articles/2021-01-11/amazon-s-removal-of-parler-shows-cloud-unit-s-rarely-used-power)
12 [rarely-used-power](https://www.bloomberg.com/news/articles/2021-01-11/amazon-s-removal-of-parler-shows-cloud-unit-s-rarely-used-power).

13 101. But on January 8, when AWS brought to Parler’s attention 75 posts and comments
14 that allegedly encouraged or incited violence, Parler promptly deleted all 75 of them, and agents
15 or employees of AWS were aware of that fact. Parler, in other words, was both willing and able
16 to remove any problematic content.

17 102. Moreover, on January 9, when AWS brought to Parler’s attention another 33 posts
18 and comments that allegedly encouraged or incited violence, Parler promptly deleted all 33 of
19 them, and agents or employees of AWS were aware of that fact. Here again, AWS was aware that
20 Parler was both willing and able to remove content.

21 103. Indeed, as of the night of January 10, when AWS terminated service to Parler, Parler
22 had promptly identified and deleted *all* the posts brought to its attention by AWS, and agents or
23 employees of AWS were aware of that fact.

1 104. In addition, AWS agents or employees were aware as of January 9 that Parler had
2 had successful initial test results with its own AI content-moderation program designed to identify
3 and remove such content before it was even posted.

4 105. Thus, AWS's statements made on January 10 and 11, that Parler had been unwilling
5 or unable to remove such content, were not only false, at the time AWS published these statements,
6 AWS knew they were false, or had a high degree of awareness of their probable falsity. Thus,
7 AWS acted with actual malice.

8 106. AWS's defamatory conduct did not relate to or arise out of its contract with Parler,
9 nor any of its services or products.

10 107. Because of AWS's malicious defamatory statements, Parler's public reputation
11 suffered severe damage and Parler has had many potential service providers refuse to work with
12 it, hampering and delaying its ability to get back online. In addition, Parler employees have been
13 targeted with threats. And the number of lost users and advertisement revenues stemming from
14 Parler's inability to find someone to quickly host it can be counted in the millions.

15 108. The service of this complaint, together with a summons, satisfies the requirements of
16 the Uniform Correction or Clarification of Defamation Act, without the need for a prior request
17 for correction, because it "[s]pecifically with particularity the statement alleged to be false and
18 defamatory or otherwise actionable and, to the extent known, the time and place of publication,"
19 and it "[a]lleges the defamatory meaning of the statement[s][.]" See RCW 7.96.040(3)(b)-(c).

20 109. AWS's defamatory leaks to the media were extraneous to the AWS Customer
21 Agreement and did not arise from that contract. Rather, they were purely malicious actions taken
22 by AWS outside the course of performance of the contract.

23 110. Parler is entitled to actual and exemplary damages, including but not limited to
24 damages for reputational harm and lost profits.

1 **Count Three: Breach of Contract**

2 **AWS breached its contract with Parler by terminating it without sufficient cause under**
3 **the contract, and by not providing 30 days' notice.**

4 111. Parler restates, re-alleges, and incorporates by reference each of the allegations set
5 forth in the rest of this Complaint as if fully set forth herein.

6 112. Parler entered into a contract with AWS known as the Customer Agreement. AWS
7 repudiated and breached the Customer Agreement in bad faith and thereby caused damage to
8 Parler. Under Washington law, “[a] breach of contract is actionable only if the contract imposes
9 a duty, the duty is breached, and the breach proximately causes damage to the claimant.” *See*
10 *Northwest Independent Forest Manufacturers v. Department of Labor and Industries*, 78 Wn. App.
11 707, 712, 899 P.2d 6 (1995). Each of those elements is satisfied here.

12 113. As to duty: The AWS Customer Agreement with Parler allows either party to
13 terminate the agreement “for cause if the other party is in material breach of this Agreement and
14 the material breach remains uncured for a period of 30 days from receipt of notice by the other
15 party.” Thus, the contract imposes a duty of a 30-day notice before for-cause termination based on
16 an uncured material breach.

17 114. This 30-day notice and opportunity to cure is absolutely critical to a big social
18 media platform like Parler. Immediate termination—going dark—is unbelievably damaging.
19 Getting 30 days either to cure or find another host is absolutely essentially to avoid millions of
20 dollars in damages and potentially irreparable harm. Parler would not have signed up with AWS
21 without that protection. Nor would any reasonable social media platform sign up with AWS
22 without that protection. It was therefore reasonable for Parler to believe that that protection meant
23 something.

24 115. From November 17, 2020, through January 6, 2021, AWS periodically sent Parler
25 problematic material AWS had found on Parler’s website. Parler always quickly removed that

1 material. And on January 7, 2021, AWS informed Parler that all issues with such material were
2 resolved and everything was “okay.”

3 116. On January 8, 2021, AWS brought concerns to Parler about user content that
4 encouraged violence. That same day, Parler addressed those concerns.

5 117. On January 9, 2021, AWS brought more “bad” content to Parler and Parler took
6 down all of that content by the evening. When Parler asked AWS how it had found this material,
7 AWS refused to say. AWS had taken a screenshot of one of the problematic posts/comments just
8 nine seconds after it was put on Parler. Parler alleges on information and belief that that
9 post/comment, and perhaps others, were orchestrated by AWS in order to create the false
10 impression that Parler was failing to police user content for material that violated AWS’s use
11 policy.

12 118. As of the end of January 9, 2021, Parler had not breached the agreement and
13 certainly had not committed any uncured material breach of the Agreement for 30 days, as required
14 for termination. Parler had performed in a manner consistent with the terms of the contract and the
15 parties’ course of dealing. Further, Parler had appropriately remediated problematic content to the
16 satisfaction of AWS. There was no cause for AWS to suspend or terminate its AWS Customer
17 Agreement with Parler.

18 119. Yet, late on January 9, 2021, AWS informed Parler via email that AWS would
19 “suspend Parler’s account effective Sunday, January 10th, at 11:59 PM PST.”

20 120. That so-called suspension was in fact a termination. First, the very email
21 announcing the suspension declared that AWS “will ensure that all of your data is preserved for
22 you to migrate to your own servers, and will work with you as best as we can to help your
23 migration.” Thus, the email makes clear that, although AWS was still preserving Parler’s data, it
24 was not doing so to effectuate a future return to AWS. Instead, AWS was looking to give Parler
25 its data so Parler could find some other way to get back online. That is not a suspension, but a

1 termination within the meaning of the Customer Agreement. Further, AWS communicated to
2 Parler over the phone that this was effectively a termination, rather than a suspension.

3 121. Parler even offered to adopt AWS’s own AI-based content moderation, but AWS
4 refused. As there was nothing Parler could do to satisfy AWS, AWS cannot rely on the portion of
5 the contract that allows for a “temporary” suspension. The contract does not allow for permanent
6 *suspensions*—and a permanent suspension is in law and fact a termination. AWS thus breached its
7 duty to Parler when it terminated service on January 10, 2021, without 30 days’ notice or an
8 opportunity to cure.

9 122. Nor can AWS elide its contractual duty to provide a 30-day notice by pointing to
10 other provisions of the contract. Specifically, § 7.2(b)(ii) allows AWS to immediately provide
11 notice of termination for any reason for which it could temporarily suspend under § 6. And § 6
12 allows AWS to suspend Parler’s service if Parler breaches the contract. Thus, AWS’s logic goes,
13 the contract as a whole provides AWS the right to either immediately suspend or to terminate in
14 the event Parler or one of its users is in breach.

15 123. AWS’s interpretation of the contract misses the point because Parler was not in
16 breach of the contract, so AWS was not entitled to suspend, terminate, or otherwise repudiate the
17 contract under *either* § 6 or § 7 of the Customer Agreement. Moreover, AWS’s reading overlooks
18 four crucial doctrines, which strongly support Parler’s reading of the contract.

19 124. First, the contract at issue is a form contract drafted by AWS that Parler had no
20 ability to negotiate. Washington courts “generally construe ambiguities against the contract’s
21 drafter.” *Pierce County v. State*, 144 Wn. App. 783, 813, 185 P.3d 594 (2008), *as amended on*
22 *denial of reconsideration* (July 15, 2008). Thus, the Customer Agreement must be construed
23 against AWS when there are any doubts as to its meaning. And AWS’s reading of the temporary
24 suspension clause is doubtful to say the least.

1 125. Second, under Washington law, “the parties’ course of dealing”—defined as “a
2 sequence of prior conduct between the parties that establishes a common basis for interpreting
3 other conduct and expression”—is used by courts “to interpret contract provisions” when there is
4 no conflict with express terms. *Smith v. Skone & Connors Produce, Inc.*, 107 Wn. App. 199, 208,
5 26 P.3d 981 (2001) (citing *Badgett v. Security State Bank*, 116 Wn.2d 563, 572-73, 807 P.2d 356
6 (1991)).

7 126. AWS seems to argue that Parler was in breach of the contract in two ways. First,
8 Parler was required to “ensure” that Parler users’ posted content was not violent or harmful to
9 others. Second, AWS argues that Parler must “immediately suspend access” to content that violates
10 the contract. But the word “ensure” is ambiguous as to what methods of content moderation would
11 constitute a violation of that term, and the word “immediately” applies to the suspension of
12 offending End Users and does not impose a time frame on the removal of offending content itself.
13 As to “ensure,” under AWS’s reading, the instant such content is posted, Parler would have failed
14 to “ensure” it won’t be, and thus would violate the contract. But that reading would be
15 unreasonable for any content moderation system since none perfectly prevent problematic
16 material, let alone for a reactive model which AWS, from the very outset, knew that Parler
17 employed. If that were not enough, the course of dealing between these parties shows that AWS’s
18 current interpretation of “ensure” was never employed until now, as a post hoc justification for
19 termination. Not until January 9, 2021, after a consistent pattern of AWS occasionally flagging
20 small amounts of content as problematic under its interpretation of its standards and Parler quickly
21 responding, did AWS claim Parler was in breach of its contract merely because such content had
22 been posted on Parler at all. AWS knew from the beginning of its contractual relationship that
23 Parler used a reactive and non-instantaneous system to find and remove problematic content. Yet
24 not once did AWS say that Parler’s reactive system was a per se violation of the contract.
25

1 127. As to the “immediately suspend” language: as noted above, AWS’s misplaced
2 reliance on a provision governing the potential suspension of “End Users” accounts (§ 4.5) cannot
3 reasonably support a reading in which the term “immediately” provides a time frame in which
4 Parler was to remove offending posts under a provision governing “Your Content” (§ 4.2). And
5 even if the term “immediately” could reasonably be read to impose a time limitation on Parler’s
6 removal of offending content, which it cannot, the term is nevertheless vague as to how such a
7 time frame should be measured. How long is immediately in the context of an organizational
8 response—a millisecond? a minute? twenty-four hours? And for processes that take a non-zero
9 amount of time, is an “immediate” response measured from its initiation, its conclusion, or
10 something else? Parler was always quickly responsive whenever it found problematic content and
11 whenever AWS brought such content to Parler’s attention. And that responsiveness had never lead
12 AWS to declare that Parler was in breach of its contract until January 9, 2021. The ambiguous
13 terms in the contract must be construed in light of the parties’ course of dealing, and those dealings
14 show that AWS’s reading is wrong and that Parler was not in violation of the contract.

15 128. Third, under AWS’s reading, Section 7.2(b)(ii) would render Section 7.2(b)(i)
16 superfluous by *always* allowing AWS an easy escape from the 30-day notice and cure requirement.
17 After all, if AWS is authorized to terminate the contract immediately for any breach because of
18 Section 7.2(b)(ii), there would never be any reason to invoke Section (b)(i), which requires 30
19 days’ notice for a *material* breach. Such a reading violates the Surplusage Canon, which forbids
20 an interpretation that makes a contract provision meaningless. *See, e.g., Veit, ex rel. Nelson v.*
21 *Burlington Northern Santa Fe Corp.*, 171 Wn.2d 88, 113, 249 P.3d 607 (2011).

22 129. Fourth, the erroneous reading of the contract violates the Absurdity Doctrine:
23 “[A]bsurd results are to be avoided and internal inconsistencies in the [legal document] must be
24 dealt with.” *United States v. Turkette*, 452 U.S. 576, 580, 101 S. Ct. 2524, 69 L. Ed. 2d 246 (1981).
25 AWS’s reading of the contract turns it into an at-will contract by completely reading out the 30-

1 day notice protections, which are obviously designed to allow companies like Parler to find an
2 alternative hosting site without disruption to its service. No reasonable customer would agree to
3 an at-will contract that allows AWS to terminate the contract without adequate notice and based
4 on a single objectionable post by a user of the customer’s service. “[S]uch an interpretation could
5 lead to absurd results, which we are bound to avoid when we can do so without doing violence to
6 the words of the [legal document].” *State v. Hall*, 168 Wn.2d 726, 737, 230 P.3d 1048 (2010).

7 130. AWS’s breach of contract has proximately caused substantial damage to Parler by
8 depriving Parler of being online for over a month beginning at 12:10 AM PST on January 11,
9 2021. This has resulted in a loss of millions of dollars of revenue from advertisements targeted at
10 Parler’s millions of users—a number that was growing significantly each day before AWS’s
11 termination.

12 131. Parler is therefore entitled to damages for AWS’s breach of contract.

13 **Count Four: Breach of the Duty of Good Faith and Fair Dealing**

14 **AWS breached the duty of good faith and fair dealing by exercising its purported**
15 **discretion under the contract in bad faith**

16 132. Parler restates, re-alleges, and incorporates by reference each of the allegations set
17 forth in the rest of this Complaint as if fully set forth herein.

18 133. Washington law imposes on “every contract an implied duty of good faith and fair
19 dealing that obligates the parties to cooperate with each other so that each may obtain the full
20 benefit of performance.” *Rekhter v. State Dept. of Social and Health Services.*, 180 Wn.2d 102,
21 112-13, 323 P.3d 1036 (2014) (internal quotation omitted). The duty arises when the contract gives
22 one party discretionary authority to determine a contract term. *Id.* Thus, when a party elects to
23 terminate an agreement for “cause,” Washington law requires that the party’s exercise of that
24 contractual power be made in good faith. *See Baldwin v. Sisters of Providence in Washington, Inc.*,
25 112 Wn.2d 127, 136-39, 769 P.2d 298 (1989) (imposing good faith duty on decision to terminate
employment agreement for “just cause”).

1 134. “It is the fact-finder’s job ... to determine whether a party breached its duty of good
2 faith and fair dealing,” and “the duty varies somewhat with the context in which it arises.”
3 *Microsoft Corp. v. Motorola, Inc.*, 963 F. Supp. 2d 1176, 1184 (W.D. Wash. 2013) (reviewing
4 authorities). Under Washington law, the question of whether the defendant’s conduct breached the
5 duty may depend, among other things, on: “whether the defendant’s actions were contrary to the
6 reasonable and justified expectations of other parties to the contract”; whether the defendant’s
7 conduct “conformed with ordinary custom or practice in the industry”; and “subjective factors
8 such as the defendant’s intent and motive.” *Id.* (collecting Washington cases).

9 135. As explained above, under § 7.2 of the Customer Agreement, AWS did not have a
10 good faith basis to terminate the parties’ contract; AWS could not have effected a “termination of
11 convenience” without providing 30 days’ notice; and AWS could not terminate for cause on the
12 basis of material breach without providing 30 days to cure. Because AWS patently failed to
13 observe either 30-day requirement, it could not purport to terminate the agreement except by
14 claiming authorization—still “for cause”—under the suspension power of § 7.2(b)(ii). However,
15 even had that power been available to AWS, the facts show that AWS terminated its services to
16 Parler for pretextual reasons and in contravention of both Parler’s justified expectations and
17 customary practice.

18 136. First, as already mentioned, AWS entered into the Customer Agreement knowing
19 that it was neither contemplated nor possible for Parler to ensure that no end user would ever post
20 objectionable content on its platform. Indeed, it was and is technologically impossible for any
21 microblogging platform to wholly prevent the posting of objectionable content by end users.
22 Because AWS entered into the contractual relationship knowing and consenting to Parler’s then-
23 existing content moderation model and the technological impossibility of precluding any and all
24 content violative of its Acceptable Use Policy, Parler had a reasonable and justified expectation
25 that AWS would not terminate services based either on Parler’s inability to wholly prevent the

1 initial posting of violative content or on the inevitable, non-zero lapse of time between the posting
2 and removal of such content, which was also consistent with the terms of the contract.

3 137. The parties' course of conduct further cemented this reasonable expectation. As
4 mentioned in greater detail above, until January 8, 2021, AWS had repeatedly shown that it did
5 not consider the occasional identification of objectionable content on Parler's platform as a
6 terminable breach of the parties' contract. Indeed, as late as January 7, 2021, AWS assured Parler
7 that a prior complaint regarding content on Parler had been "resolved." AWS's statements to Parler
8 made clear that it did not consider any objectionable content posted on Parler to date, nor Parler's
9 responses to that content to date, to be a reason to suspend or terminate the parties' contract. Parler
10 relied on those statements in good faith. Further, the lingering presence of objectionable content
11 on many other AWS and Amazon-affiliated sites demonstrates that the more draconian measures
12 AWS ultimately employed against Parler were and are a significant departure from Amazon's
13 customary practices.

14 138. The pretextual nature of AWS's purportedly longstanding concerns with Parler's
15 content—and Parler's reasonable and justified expectations against abrupt termination—are also
16 evident in the timing of the termination, coming in the midst of AWS's extended efforts to expand
17 its vendor relationship with Parler and Parler's own expressions of interest in Amazon's content-
18 moderation AI. Despite its sudden, feigned concern over Parler's supposed inability to moderate
19 violative content, at the time of termination AWS was fully aware that Parler was working to adopt
20 the best automated practices available on the market to prevent and remove objectionable content
21 from its platform and that Parler had even offered to use AWS's own AI system. AWS's stated
22 concerns were mere misdirection for AWS's true, bad faith motives for shutting Parler down.

23 139. Here again, AWS's timing is telling. On January 7-8, 2021, AWS learned that
24 former President Donald Trump and other known conservatives, including Sean Hannity, had
25 switched or were likely to switch from Twitter to Parler. AWS was clearly concerned about that

1 possibility, and made repeated inquiries regarding those concerns to Parler. Mere hours later, once
2 it appeared that President Trump might well be joining Parler, on Sunday, January 9, 2021, AWS
3 notified Parler via email that AWS was immediately suspending—and effectively terminating—
4 Parler’s account and all related services.

5 140. In AWS’s email suspending and terminating the contract, AWS identified
6 purported reasons for the termination. Specifically, AWS asserted that Parler did not have an
7 adequate plan to identify and remove dangerous content from its platform, because Parler’s only
8 plan was to do so “manually with volunteers.” As shown above, this purported rationale for
9 termination was not only an abrupt departure from the parties’ course of conduct but also plainly
10 inaccurate. Moreover, AWS had been aware for months that Parler was in the process of
11 overhauling its content moderation system to incorporate AI including, potentially, AI acquired
12 from Amazon itself. If that were not enough, Amazon’s own employees have been vocal in
13 contradicting AWS’s official narrative of why the termination occurred.

14 141. The true reason why AWS decided to suspend and/or terminate its contract with
15 Parler was not because of any alleged breach of the contract, but because AWS did not want Parler
16 to be able to provide a new platform to conservative voices, including Donald Trump, to compete
17 effectively with other microblogging platforms such as Twitter, or to compete with tech companies
18 (including Amazon) for advertising revenue.

19 142. Accordingly, AWS breached its duty of good faith and fair dealing when it
20 exercised its purported discretion to determine that content on Parler’s site violated the parties’
21 contract and to suspend and/or terminate the contract on January 9, 2021. AWS’s breach of the
22 duty of good faith and fair dealing proximately caused substantial damage to Parler by depriving
23 Parler of being online as of January 11, 2021. This has resulted in a loss of millions of dollars of
24 revenue from advertisements targeted at Parler’s millions of users.

1 **Count Five: Tortious Interference with a Contract or Business Expectancy**

2 **By improperly terminating services to Parler, AWS intentionally interfered with Parler’s**
3 **contracts with advertisers and with millions of its present users, as well as future**
4 **advertisers and the millions of users Parler was projected to gain in the near future.**

5 143. Parler restates, re-alleges, and incorporates by reference each of the allegations set
6 forth in the rest of this Complaint as if fully set forth herein.

7 144. Under Washington law, to establish a claim for tortious interference with a contract
8 or expectancy, a plaintiff must prove: “(1) the existence of a valid contractual relationship or
9 business expectancy; (2) the defendant’s knowledge of that relationship; (3) an intentional
10 interference inducing or causing a breach or termination of the relationship or expectancy; (4) the
11 defendant's interference for an improper purpose or by improper means; and (5) resulting damage.”

12 *Koch v. Mutual of Enumclaw Insurance Company*, 108 Wn. App. 500, 506, 31 P.3d 698 (2001).

13 Each of these elements is satisfied here.

14 145. Prior to AWS’s actions, Parler had over 12 million users under contract when AWS
15 terminated its services, as well as contracts with multiple advertisers. And Parler expected to add
16 millions more in the coming weeks given its growth the last few days it was online and the growing
17 voice of conservatives encouraging their Twitter followers to switch to Parler, which would bring
18 additional advertisers into contracts with Parler. Additionally, unlike AWS/Amazon, Twitter,
19 Google and Facebook, Parler’s business model enabled it to obtain advertising revenues without
20 the user surveillance necessary to target ads to users based upon personal information collected by
21 the platform—a feature very attractive to many users and, hence, to advertisers seeking to reach
22 them. And because conservative voices were finding greater engagement on Parler than on other
23 platforms, the number of users was expected to continue to increase significantly.

24 146. AWS knew about Parler’s users and current trends. AWS also knew that Parler was
25 negotiating with it to increase its server capacity given this ongoing and expected growth. And
26 AWS further knew of public speculation that Trump, with his nearly 90 million Twitter followers,

1 was going to switch to Parler, likely bringing tens of millions of followers with him, as well as the
2 advertisers that targeted those followers. And AWS knew that Trump had a Parler account that he
3 had yet to activate, and that Parler was in negotiations with Trump's team about moving to Parler
4 after he left office. Finally, AWS knew from public statements that Parler was about to go to the
5 market to raise money.

6 147. AWS intentionally interfered with Parler's current contracts and future expected
7 customer relationships and advertising contracts in bad faith by (1) terminating Parler's Agreement
8 with it under the pretext that Parler was in violation of that contract when AWS knew Parler was
9 not in violation (and when Twitter was engaging in identical conduct but AWS did not terminate
10 its contract with Twitter); and (2) knowingly sending false allegations against Parler to the media.

11 148. AWS's willful interference was for the improper purpose of restraining trade in
12 violation of the Sherman Act, assisting Twitter's attempts at monopolization in violation of the
13 Sherman Act, gaining additional income in violation of their contracts, and/or for political reasons
14 in violation of their contracts with Parler.

15 149. The resulting damage of AWS's tortious interference is that Parler has lost millions
16 of dollars in revenues and suffered reputational damage with the public at large and with its own
17 users. Parler has also lost users who would have joined Parler except for AWS's improper
18 interference, but have now gone to competitors of Parler.

19 150. AWS's conduct was willful and malicious. Parler is entitled to actual and exemplary
20 damages.

21 **Count Six: Washington Consumer Protection Act**

22 **AWS unfairly used Parler's dependence on AWS before it terminated the contract to**
23 **thwart Parler's expansion of its share of the global internet advertising market, in which**
24 **AWS itself was competing.**

25 151. Parler restates, re-alleges, and incorporates by reference each of the allegations set
forth in the rest of this Complaint as if fully set forth herein.

1 152. Washington’s Consumer Protection Act provides that “[u]nfair methods of
2 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are
3 . . . unlawful.” RCW 19.86.020. The Act’s purpose is to “complement the body of federal law
4 governing restraints of trade, unfair competition and unfair, deceptive and fraudulent acts and
5 practices in order to protect the public and foster fair and honest competition.” RCW 19.86.920.
6 And the Act is to be “liberally construed that its beneficial purposes may be served.” *Id.*

7 153. Further, the act provides that “[e]very contract, combination, in the form of trust or
8 otherwise, or conspiracy in restraint of trade or commerce is hereby declared unlawful.” RCW
9 19.86.030.

10 154. Under the Act, “[a]ny person who is injured in his or her business or property’ by a
11 violation of the act may bring a civil suit for injunctive relief, damages, attorney fees and costs,
12 and treble damages.” *Panag*, 166 Wn.2d at 39 (citing RCW 19.86.090). And to prevail in such a
13 claim, “the plaintiff must prove (1) an unfair or deceptive act or practice, (2) occurring in trade or
14 commerce, (3) affecting the public interest, (4) injury to a person’s business or property, and (5)
15 causation.” *Id.*

16 155. Amazon, Google, Facebook, and Twitter together account for over 56 percent of the
17 \$436 billion global internet advertisement market.

18 156. Before January 11, 2021, Parler also actively competed for internet advertising on its
19 app and web platforms. Moreover, Parler’s ability to compete in that market was about to
20 skyrocket as a result of (a) Twitter’s announcement that it had terminated former President Trump
21 from the Twitter platform, and (b) President Trump’s indication that he would move to the Parler
22 platform, along with a large share of his 89 million Twitter followers. This dramatically increased
23 traffic on the Parler platform would have enabled Parler to substantially increase its sales of
24 internet advertising, with a concomitant reduction in advertising on platforms owned by Amazon,
25 as well as platforms owned by Google, Facebook, and Twitter.

1 157. These four tech giants make money in this market in two ways. First, they track users
2 to target ads to each user, and they charge advertisers more for targeted ads. Second, these
3 companies collect and sell users' data. Together these practices make up their surveillance
4 capitalism business model. Parler, however, did not track its users, sell their data, or use targeted
5 ads. This enabled Parler not only to offer more privacy to its users, but also to charge lower rates
6 for advertisements on its platform. This alternative business model posed a direct and serious threat
7 to the surveillance capitalism model that generates massive profits for Amazon, as well as Google,
8 Facebook, and Twitter.

9 158. Because of this threat, Facebook, for example, began targeting Parler content on its
10 platform in a way that it did not target Twitter content. Thus, identical postings on Parler and
11 Twitter would be flagged as problematic in some way if they came from Parler but not if they
12 came from Twitter.

13 159. In mid-December 2020, Twitter, entered into a multi-year contract with AWS under
14 which AWS would provide cloud computing services to Twitter in exchange for large sums of
15 money. On information and belief, part of the unwritten agreement between Twitter and AWS
16 was that the latter would use its position as the provider of Parler's cloud services to minimize
17 Parler's threat to the internet advertising market.

18 160. On January 8, 2021, Google banned the Parler app from its Play Store, making it
19 difficult for new customers with phones using the Android operating system developed by Google
20 to download and use the Parler app. This severely restrained Parler's ability to increase its internet
21 advertising market.

22 161. On January 9, 2021, AWS announced it would terminate its services to Parler,
23 preventing all existing Parler users from accessing the app and completely removing Parler from
24 the global internet advertising market. Subsequently, at about 12:10 am on January 11, 2021,
25

1 AWS made good on that threat and cut off all services to Parler, thereby removing Parler from that
2 market and compromising its ability to compete in that market in the future.

3 162. These actions restrained trade in and caused actual injury to competition in the global
4 internet advertisement market.

5 163. These concerted actions and their effects were not undertaken by accident. On
6 information and belief, AWS conspired with other entities to prevent Parler from increasing its
7 share of the microblogging market and, concomitantly, its share of the internet advertising market.
8 AWS and its co-conspirators undertook these actions with the intention to restrain trade in the
9 internet advertising market – again, by preventing Parler from obtaining a larger share of that
10 market and losing the share it already – and thus protecting AWS and its co-conspirators’ market
11 shares.

12 164. AWS’s action in the global internet advertisement market was unfair. It affected the
13 public interest because thousands of Washingtonians who are Parler users could not use their Parler
14 accounts and were deprived of accessing internet advertising—something even more important
15 during a pandemic with lockdowns to traditional stores—that was not targeted at them. AWS’s
16 actions also compromised the ability of existing and future Parler users to use a social-media
17 platform whose business model does not require constant user surveillance.

18 165. AWS/Amazon caused severe economic injury to Parler by depriving it of millions of
19 dollars of advertising revenues and by preventing Parler from getting online, which injury AWS
20 knew would occur given Parler’s dependency on AWS and the time it would take for Parler to not
21 only find a new service provider, but also migrate its website to that provider and attempt to recover
22 from the reputational injury it had suffered at AWS’s hands.

23 166. AWS/Amazon’s actions, which were taken in bad faith, violated the Washington
24 Consumer Protection Act, including but not limited to RCW 19.86.030.

25 167. Parler is entitled to damages, attorney’s fees and costs, and treble damages.

1 **Count Seven: Washington Consumer Protection Act**

2 **AWS unfairly and falsely criticized Parler’s moderation system as a way to preserve its**
3 **market share in the global cloud services infrastructure market, after AWS decided to**
4 **eject Parler from its system.**

5 168. Parler restates, re-alleges, and incorporates by reference each of the allegations set
6 forth in the rest of this Complaint as if fully set forth herein.

7 169. Washington’s Consumer Protection Act provides that “[u]nfair methods of
8 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are
9 . . . unlawful.” RCW 19.86.020. The Act’s purpose is to “complement the body of federal law
10 governing restraints of trade, unfair competition and unfair, deceptive and fraudulent acts and
11 practices in order to protect the public and foster fair and honest competition.” RCW 19.86.920.
12 And the Act is to be “liberally construed that its beneficial purposes may be served.” *Id.*

13 170. Further, the Act provides that “[i]t shall be unlawful for any person to monopolize,
14 or attempt to monopolize or combine or conspire with any other person or persons to monopolize
15 any part of trade or commerce.” RCW 19.86.040.

16 171. Under the Act, “[a]ny person who is injured in his or her business or property’ by a
17 violation of the act may bring a civil suit for injunctive relief, damages, attorney fees and costs,
18 and treble damages.” *Panag*, 166 Wn.2d at 39 (citing RCW 19.86.090). And to prevail in such a
19 claim, “the plaintiff must prove (1) an unfair or deceptive act or practice, (2) occurring in trade or
20 commerce, (3) affecting the public interest, (4) injury to a person’s business or property, and (5)
21 causation.” *Id.*

22 172. AWS is the largest and one of just three integrated cloud service infrastructure
23 providers in the world, making up 57 percent of the global integrated cloud service infrastructure
24 market. This market provides not just web hosting, but the full services necessary to be online, as
25 well as scalable infrastructure that enables companies to use more or less server capacity based on
changing needs.

1 173. On January 9, 2021, AWS announced it would indefinitely suspend Parler’s service,
2 falsely claiming that Parler was unable or unwilling “to remove content that encourages or incites
3 violence against others.” AWS publicly leaked that email to BuzzFeed, where it received much
4 play in the media, and it did so with the intent of harming Parler.

5 174. As a foreseeable result of these actions and public statements by AWS, Parler could
6 not find an integrated cloud service infrastructure provider to host it and its millions of users.
7 These actions and public statements thus ensured that AWS would not lose market share in this
8 market by a competitor stepping in to provide those services to Parler. AWS’s actions thus were
9 unfair and deceptive in nature, causing tremendous injury to Parler.

10 175. Additionally, AWS’s actions affected the public interest given that (1) thousands of
11 Washingtonians who had Parler accounts were unable to communicate via Parler, (2) AWS
12 eliminated competition in the market, and (3) many other current and former AWS customers face
13 the threat of similar anti-competitive conduct by AWS.

14 176. Upon information and belief, AWS engaged in these actions in an attempt to
15 monopolize a part of trade or commerce, and/or to conspire with other entities to enable them to
16 monopolize a part of trade or commerce.

17 177. AWS’s actions, which were taken in bad faith, violated the Washington Consumer
18 Protection Act, including but not limited to RCW 19.86.040.

19 178. Parler is entitled to damages, attorneys fees and costs, and treble damages.

20 **Count Eight: Seattle Fair Contracting Practices Ordinance**

21 **AWS/Amazon violated the Ordinance by discriminating against Parler, in its contracting**
22 **decisions, on the basis of Parler’s perceived political ideology and the political content**
23 **published on Parler’s platform.**

24 179. Parler restates, re-alleges, and incorporates by reference each of the allegations set
25 forth in the rest of this Complaint as if fully set forth herein.

1 180. The City of Seattle has enacted a Fair Contracting Practices Ordinance that declares
2 it to be an “unfair contracting practice for any . . . Business enterprise . . . to discriminate against
3 any person with respect to . . . the conditions, terms, price, or performance standards, [or] other
4 provisions of a contract.” Seattle, Mun. Code § 14.10.030(A). Under the Ordinance, Parler is a
5 “person” and AWS and Amazon are “business enterprises.” *Id.* § 14.10.020.

6 181. Under the Ordinance, to discriminate “means any act . . . whether by itself or as part
7 of a practice, the effect of which is to adversely effect or differentiate between or among
8 individuals or groups of individuals by reason of . . . political ideology” *Id.* And political
9 ideology “means any idea or belief, or coordinated body of ideas or beliefs, relating to the purpose,
10 conduct, organization, function or basis of government and related institutions and activities,
11 whether or not characteristic of any political party or group. This term includes membership in a
12 political party or group and includes conduct, reasonably related to political ideology, which does
13 not interfere with job performance.” *Id.* And Parler’s contract with AWS was a “contract,” as
14 defined in Seattle’s Fair Contracting Practices Ordinance. *Id.*

15 182. AWS only raised concerns about Parler after it looked like then-President Trump
16 would join Parler and bring millions of conservative Twitter users with him. In fact, the AWS
17 representative who was repeatedly inquiring into whether Trump was going to come to Parler was,
18 by her Twitter account, a rabid Joe Biden fan.

19 183. Further, Amazon employees pressured Amazon and AWS to drop Parler, claiming
20 credit for the move. *See Ashley Stewart & Eugene Kim, Some Amazon Employees Are Taking*
21 *Credit for Parler’s Ban*, BUSINESS INSIDER (Jan. 20, 2021). Additionally, “[s]ome AWS employees
22 who . . . have speculated the decision was driven by a combination of employee unrest and major
23 customers complaining to company leadership.” *Id.* “The largest customers have executive
24 sponsors who they can call directly, in many cases, and [Jassy, CEO of AWS] himself.” *Id.* “One
25

1 former senior AWS employee said the decision to boot Parler ‘broke new ground’ in terms of the
2 company’s enforcement actions.” *Id.*

3 184. One of AWS’s “major customers” is Twitter. Not only did Twitter’s CEO tweet his
4 approval of AWS’s actions against Parler, but “President Biden was the clear favorite of Twitter
5 employees when it came to campaign donations during the 2020 election,” and Twitter employee
6 “donations to Democrats versus Republicans was a 98% to 2% split.” Evie Fordham, *Twitter*
7 *Employees Heavily Favored Biden Over Trump Ahead of ‘Priceless’ Ban*, FOX NEWS (Jan. 31,
8 2021), <https://www.foxnews.com/politics/twitter-biden-trump-ban-2020-election-donations>. “Big
9 Tech employees . . . landed top posts on the Biden-Harris transition team,” with “[a]t least nine
10 different Biden transition team members or advisors [having] previously held positions at
11 Facebook, Google, or Twitter. Several transition team members worked in the Obama
12 administration before joining one of the tech giants and then later reentering politics as part of the
13 Biden team.” *Id.*

14 185. And it wasn’t just Twitter. “Donors and political action committees affiliated with
15 Amazon.com Inc. and other Big Tech companies are thr[ew] their money behind former Vice
16 President Joe Biden’s presidential campaign.” Katie Arcieri, *Donors Affiliated with Amazon, Big*
17 *Tech Throw Support Behind Biden Campaign*, S&P GLOBAL (Oct. 7, 2020),
18 [https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/donors-](https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/donors-affiliated-with-amazon-big-tech-throw-support-behind-biden-campaign-60403546)
19 [affiliated-with-amazon-big-tech-throw-support-behind-biden-campaign-60403546](https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/donors-affiliated-with-amazon-big-tech-throw-support-behind-biden-campaign-60403546). In fact,
20 “[e]mployees of Google’s parent, Alphabet Inc., and Microsoft Corp., Amazon.com Inc., Apple
21 Inc. and Facebook Inc. were the *five largest sources of money* for Mr. Biden’s campaign and joint
22 fundraising committees among those identifying corporate employers, according to a Wall Street
23 Journal analysis of campaign finance reports.” Brody Mullins & Emily Glazer, *Big Tech*
24 *Employees Opened Wallets for Biden Campaign*, WALL STREET JOURNAL (Feb. 20, 2021, 10:00
25

1 AM) (emphasis added), [https://www.wsj.com/articles/big-tech-employees-opened-wallets-for-](https://www.wsj.com/articles/big-tech-employees-opened-wallets-for-biden-campaign-11613833201)
2 [biden-campaign-11613833201](https://www.wsj.com/articles/big-tech-employees-opened-wallets-for-biden-campaign-11613833201).

3 186. It is not surprising, then, that news has emerged of efforts by Big Tech to stop Trump.
4 For example, Twitter and Facebook decided to deny the then-President a platform to put out his
5 message. See Dylan Byers, *How Facebook and Twitter Decided to Take Down Trump's Accounts*,
6 NBC NEWS (Jan. 14, 2021, 5:01 PM), [https://www.nbcnews.com/tech/tech-news/how-facebook-](https://www.nbcnews.com/tech/tech-news/how-facebook-twitter-decided-take-down-trump-s-accounts-n1254317)
7 [twitter-decided-take-down-trump-s-accounts-n1254317](https://www.nbcnews.com/tech/tech-news/how-facebook-twitter-decided-take-down-trump-s-accounts-n1254317). But it was an open secret that Trump's
8 next platform would very likely be Parler.

9 187. What is more, Big Tech is worried about what a Biden Administration might do, and
10 so has sought to curry favor with it. Thus, in early January, "Big Tech has moved swiftly to ban
11 President Donald Trump from social media platforms, . . . and crush the upstart right-wing Twitter
12 alternative Parler." Ryan Grim, *Behind Big Tech's Crackdown On the Right Is A Fight Over Biden*
13 *Antitrust Policy*, THE INTERCEPT (Jan. 13, 2021, 10:42 AM),
14 <https://theintercept.com/2021/01/13/big-tech-antitrust-biden-ftc/>. "The crackdown was . . .
15 celebrated by Democrats across the political spectrum—precisely the audience Big Tech now
16 needs to please." *Id.* Referring to the Georgia Senate elections, one Democratic operative observed,
17 "It has not escaped my attention that the day social media companies decided there actually IS
18 more they could do to police [Trump] was the same day they learned Democrats would chair all
19 the congressional committees that oversee them." *Id.*

20 188. Pressure from congressional Democrats had been mounting on Big Tech for the last
21 few years. For example, in April 2019, after a congressional hearing directed at online hate speech
22 and white nationalist content, Democratic Congressman Cedric Richmond, now a top White House
23 adviser, informed Big Tech companies that they had "better" restrict what he and other members
24 of Congress deemed as harmful content or, "We're going to make [regulation] swift, we're going
25 to make it strong, and we're going to hold them very accountable." Tony Romm, *Analysis | The*

1 *Technology 202: Lawmakers Plan to Ratchet Up Pressure on Tech Companies' Content*
2 *Moderation Policies*, WASHINGTON POST (Apr. 9, 2019, 8:58 AM). Democratic Congressman and
3 chair of the House Judiciary Committee Jerry Nadler added, “Let’s see what happens by just
4 pressuring them.” *Id.*

5 189. That same month, Speaker of the House Nancy Pelosi warned that a “new era” of
6 regulating tech giants was coming and that Section 230 could be “in jeopardy.” Emily Birnbaum,
7 *Pelosi Puts Tech On Notice With Warning of ‘New Era’ In Regulation*, THE HILL (Apr. 12, 2019,
8 1:48 PM), [https://thehill.com/policy/technology/438652-pelosi-warns-its-a-new-era-for-](https://thehill.com/policy/technology/438652-pelosi-warns-its-a-new-era-for-regulating-big-tech)
9 [regulating-big-tech](https://thehill.com/policy/technology/438652-pelosi-warns-its-a-new-era-for-regulating-big-tech). Speaker Pelosi further commented that “the era of self-regulation” in this
10 country for Big Tech is “probably” over, and that “[w]hen we come to 230, you really get their
11 attention . . . it is not out of the question that that could be removed” because “for the privilege of
12 230, there has to be a bigger sense of responsibility on it.” *Id.*

13 190. In June 2020, Speaker Pelosi declared that “social media executives have utterly
14 failed to stop the spread of disinformation on their platforms.” William Turvill, *Nancy Pelosi:*
15 *Social Media Bosses Have ‘Utterly Failed’ to Combat Covid-19 Disinformation*, PRESSGAZETTE
16 (June 17, 2020), [https://www.pressgazette.co.uk/nancy-pelosi-social-media-bosses-have-utterly-](https://www.pressgazette.co.uk/nancy-pelosi-social-media-bosses-have-utterly-failed-to-combat-covid-19-disinformation/)
17 [failed-to-combat-covid-19-disinformation/](https://www.pressgazette.co.uk/nancy-pelosi-social-media-bosses-have-utterly-failed-to-combat-covid-19-disinformation/). And she then warned that Congress and others “must
18 send a message to social media executives: You will be held accountable for your misconduct.”
19 *Id.*

20 191. In July 2020, a House antitrust committee questioned the CEOs of the biggest tech
21 internet platforms, including Jeff Bezos of Amazon, as to whether those platforms were engaging
22 in monopolistic or other anticompetitive conduct in violation of federal antitrust law. At these
23 hearings, Democratic Congressman Jamie Raskin accused the tech companies of not taking strong
24 enough action to block “the rapid spread of hate messages online, the presence of boogaloo and
25 other right-wing extremist groups trying to infiltrate and disrupt Black Lives Matter protests and

1 the fact that alt-right racists and anti-Semitic content flourishes on Facebook.” STAFF OF H. COMM.
2 ON THE JUDICIARY, 116TH CONG., MAJORITY STAFF REPORT AND RECOMMENDATIONS:
3 INVESTIGATION OF COMPETITION IN DIGITAL MARKETS 68 (Comm. Print 2020). The subcommittee
4 report, which proposed sweeping antitrust measures that if acted upon would have drastic
5 economic consequences for Big Tech platforms, including AWS, expressly flagged the failure of
6 Big Tech to curb such content as supposed evidence of the lack of meaningful competition in their
7 markets. *Id.* at 67. The implication of these remarks was that the Big Tech platforms’ failure to
8 take stronger action to block content Democratic congressmen deemed dangerous would increase
9 the likelihood of a Democratic administration pursuing devastating antitrust remedies against the
10 Big Tech giants.

11 192. In October 2020, the Senate Commerce Committee held another congressional
12 hearing on the failure of Big Tech to curb “hate speech and misinformation” online, voting to
13 subpoena Big Tech CEOs if they didn’t agree to testify voluntarily. Marcy Gordon, *CEOs of 3*
14 *Tech Giants To Testify at Oct. 28 Senate Hearing*, ABC NEWS, (Oct. 5, 2020, 5:01 PM),
15 [https://abcnews.go.com/Business/wireStory/ceos-social-media-giants-testify-senate-hearing-](https://abcnews.go.com/Business/wireStory/ceos-social-media-giants-testify-senate-hearing-73433414)
16 [73433414](https://abcnews.go.com/Business/wireStory/ceos-social-media-giants-testify-senate-hearing-73433414). The Committee once again threatened adverse legal consequences against the major
17 tech platforms, with Democratic committee members again focusing on “the need for more content
18 moderation.” Lauren Feiner, *Big Tech CEO Senate Hearing Ends with Little Discussion on How*
19 *To Fix Companies’ Liability Shield*, CNBC (Oct. 28, 2020, 2:03 PM),
20 [https://www.cnbc.com/2020/10/28/facebook-google-and-twitter-ceos-testify-in-congress-over-](https://www.cnbc.com/2020/10/28/facebook-google-and-twitter-ceos-testify-in-congress-over-section-230-live-updates.html)
21 [section-230-live-updates.html](https://www.cnbc.com/2020/10/28/facebook-google-and-twitter-ceos-testify-in-congress-over-section-230-live-updates.html).

22 193. The next month, in November 2020, President-elect Biden announced that
23 Congressman Richmond would be joining the White House in January 2021 to serve as a Senior
24 Advisor to the President. See Bart Jansen, *Joe Biden Names 9 Top White House Appointees,*
25 *Including Rep. Cedric Richmond and Campaign Manager O’Malley Dillon*, USA TODAY

1 (Nov. 17, 2020, 11:04 AM). And Facebook is “under the close eye of the Biden administration,
2 which has signaled its displeasure with Facebook’s handling of its platforms in the months leading
3 to the election.” Horwitz, *supra* ¶ 32.

4 194. It’s no coincidence that AWS didn’t move to muzzle Parler until after the Georgia
5 Senate runoff elections showed that the Democratic Party would control both houses of Congress
6 and the White House. Senator Richard Blumenthal even attributed the actions by Big Tech in early
7 January to “a shift in the political winds.” Richard Blumenthal, (@SenBlumenthal), TWITTER
8 (Jan. 8, 2021, 8:44 PM), <https://twitter.com/SenBlumenthal/status/1347720813076733954>.

9 195. And on January 8, 2021, Democratic Congressman Ro Khanna tweeted that “Parler
10 is hosted by Amazon Web Services (AWS),” and “Amazon should deny Parler services until
11 Jan 21 unless they commit to removing all posts related to incitement of violence concerning
12 inauguration.” Ro Khanna (@RoKhanna), TWITTER (Jan. 8, 2021, 7:56 PM),
13 <https://twitter.com/rokhanna/status/1347708745070030850?lang=en>. And AWS obliged, but
14 wilfully ignored Parler’s successful efforts.

15 196. Upon information and belief, AWS and Amazon discriminated against Parler due to
16 the conservative content its users frequently posted, as well to deny then-President Trump a
17 platform to espouse his political views. AWS and Amazon did this to curry favor both with their
18 own employees and with the incoming Biden administration, as well as out of the organization’s
19 own dominant political ideology.

20 197. AWS and Amazon were not, however, acting pursuant to any federal or state laws.
21 And Parler is not seeking any redress against any government official whose statements and/or
22 actions may have played a role in these companies’ decisions about Parler.

23 198. As described above, the political discrimination against Parler violated Seattle’s Fair
24 Contracting Practices Ordinance. And Parler has been injured by the unfair contracting practices
25 of AWS and Amazon.

1 lose current users, but also make it harder for Parler to obtain future users, significantly reducing
2 Parler’s advertising revenues.

3 205. Parler is entitled to damages and exemplary damages.

4 **Count Ten: Tortious Interference with a Contract or Business Expectancy**

5 **By selling Parler’s user data after it terminated the Parler contract, AWS intentionally**
6 **interfered with Parler’s contracts with current and future users.**

7 206. Parler restates, re-alleges, and incorporates by reference each of the allegations set
8 forth in the rest of this Complaint as if fully set forth herein.

9 207. Under Washington law, to establish a claim for tortious interference with a contract
10 or expectancy, a plaintiff must prove: “(1) the existence of a valid contractual relationship or
11 business expectancy; (2) the defendant’s knowledge of that relationship; (3) an intentional
12 interference inducing or causing a breach or termination of the relationship or expectancy; (4) the
13 defendant’s interference for an improper purpose or by improper means; and (5) resulting damage.”
14 *Koch*, 108 Wn. App. at 506.

15 208. AWS knew that Parler had contracts with its millions of current users and expected
16 to enter into contracts with millions more in the near future given how quickly Parler was bringing
17 on new users.

18 209. After the termination, AWS intentionally interfered in bad faith with these current
19 and future contracts by secretly selling Parler’s user data—specifically images and video—to
20 whomever has an Amazon S3 account and is willing to pay to download it.

21 210. AWS’s actions have caused Parler to breach its contracts with its current users as it
22 has allowed these users’ private data to be obtained by third parties without the users’ consent.
23 This will also cause many future users to not sign up for a Parler account for fear that Parler will
24 likewise not be able to protect their data.
25

1 225. AWS, possessing as it did the technically ability to harm Parler as its former
2 customer, possessed at least a duty of reasonable care to avoid causing Parler injury, if not a
3 heightened duty of care given its ability to harm Parler in a way that other entities not providing
4 Parler services could not.

5 226. AWS breached that duty when, after shutting off all its services to Parler, AWS
6 negligently left open Route 53, a highly scalable domain name system (DNS), which conveniently
7 directed hackers to Parler’s backup datacenters and allowed the hackers to initiate a sizeable DNS
8 attack. In other words, AWS essentially illuminated a large neon arrow directing hackers to
9 Parler’s backup datacenters. And the hackers got the message, launching an extremely large
10 attack—one 250 times larger and 12-24 times longer than the average Direct Denial of Service
11 (DDOS) attack. Later AWS terminated the Route 53 link, but the damage was done. Thus, AWS
12 proximately caused this hacking attack and the damage to Parler’s ability to enter into service
13 contracts with other providers, which resulted in Parler being unable to get back online.

14 227. AWS was not only negligent; it also acted in bad faith. This AWS-facilitated attack
15 functioned as a threat to all future datacenters that, if they were to host Parler, they would be
16 attacked by unprecedented hacks. AWS created the toxic notoriety of massive hacking attacks for
17 Parler, driving away nearly all other hosting services that Parler had hoped to use.

18 228. As pertinent here, AWS’s conduct did not relate to or arise out of its contract with
19 Parler, nor any of AWS’s products or services.

20 229. This negligence has resulted in significant injury to Parler, massively delaying
21 Parler’s ability to get back online, directly depriving Parler of millions of dollars of advertising
22 revenue, and harming Parler’s reputation and ability to attract users, which users are now flocking
23 to other platforms.

24 230. Parler is therefore entitled to damages.
25

1 **Count Thirteen: Tortious Interference with a Contract or Business Expectancy**

2 **By directing hackers to Parler’s backup databases after terminating the Parler contract,**
3 **AWS intentionally and maliciously interfered with Parler’s expected future contracts**
4 **with other service providers.**

5 231. Parler restates, re-alleges, and incorporates by reference each of the allegations set
6 forth in the rest of this Complaint as if fully set forth herein.

7 232. Under Washington law, to establish a claim for tortious interference with a contract
8 or expectancy, a plaintiff must prove: “(1) the existence of a valid contractual relationship or
9 business expectancy; (2) the defendant’s knowledge of that relationship; (3) an intentional
10 interference inducing or causing a breach or termination of the relationship or expectancy; (4) the
11 defendant's interference for an improper purpose or by improper means; and (5) resulting damage.”
12 *Koch*, 108 Wn. App. at 506.

13 233. AWS knew that as soon as it booted Parler, Parler would seek an alternative hosting
14 service. Thus, AWS knew of the business expectancy Parler would have with another hosting
15 service.

16 234. After AWS shut off all services to Parler, AWS intentionally left open Route 53, a
17 highly scalable domain name system (DNS), which directed hackers to Parler’s backup datacenters
18 and caused the hackers to initiate a sizeable DNS attack. In other words, AWS essentially
19 illuminated a large neon arrow directing hackers to Parler’s backup datacenters. AWS acted in bad
20 faith. And the hackers got the message, launching an extremely large attack—one 250 times larger
21 and 12-24 times longer than the average Distributed Denial of Service (DDOS) attack. Later AWS
22 terminated the Route 53 link, but the damage was done. And this AWS-facilitated attack was an
23 intentionally facilitated threat by AWS to all future datacenters that, if they were to host Parler,
24 they would be attacked by unprecedented hacks. In short, AWS intentionally and maliciously
25 created a toxic notoriety of massive hacking attacks for Parler, driving away nearly all other

1 hosting services that Parler had hoped to use, thereby interfering the Parler’s ability to engage in
2 those critical business relationships.

3 235. There is no legitimate reason for AWS intentionally to leave open Route 53 and direct
4 hackers to Parler’s backup datacenter. AWS did so to harm Parler. It thus intentionally and
5 maliciously interfered with Parler’s expected future business with service providers by improper
6 means and for an improper purpose.

7 236. As pertinent here, AWS’s conduct did not relate to or arise out of its contract with
8 Parler, nor any of AWS’s products or services.

9 237. Because of AWS’s actions, Parler has suffered substantial damage in the form of
10 delay in getting back online, losing millions of dollars in advertising revenue, suffering
11 reputational damage, and losing millions of future users who are now joining or have joined other
12 platforms.

13 238. AWS’s conduct was willful and malicious. Parler is therefore entitled to actual and
14 exemplary damages.

15 **Count Fourteen: Washington Consumer Protection Act**

16 **AWS unfairly used Parler’s dependence on AWS after it terminated the contract to**
17 **thwart Parler’s expansion of its share of the global internet advertising market, in which**
18 **AWS itself was competing.**

19 239. Parler restates, re-alleges, and incorporates by reference each of the allegations set
20 forth in the rest of this Complaint as if fully set forth herein.

21 240. Washington’s Consumer Protection Act provides that “[u]nfair methods of
22 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are
23 . . . unlawful.” RCW 19.86.020. The Act’s purpose is to “complement the body of federal law
24 governing restraints of trade, unfair competition and unfair, deceptive and fraudulent acts and
25 practices in order to protect the public and foster fair and honest competition.” RCW 19.86.920.
And the Act is to be “liberally construed that its beneficial purposes may be served.” *Id.*

1 241. Further, the act provides that “[e]very contract, combination, in the form of trust or
2 otherwise, or conspiracy in restraint of trade or commerce is hereby declared unlawful.” RCW
3 19.86.030.

4 242. Under the Act, “[a]ny person who is injured in his or her business or property’ by a
5 violation of the act may bring a civil suit for injunctive relief, damages, attorney fees and costs,
6 and treble damages.” *Panag*, 166 Wn.2d at 39 (citing RCW 19.86.090). And to prevail in such a
7 claim, “the plaintiff must prove (1) an unfair or deceptive act or practice, (2) occurring in trade or
8 commerce, (3) affecting the public interest, (4) injury to a person’s business or property, and (5)
9 causation.” *Id.*

10 243. Amazon, Google, Facebook, and Twitter together account for over 56 percent of the
11 \$436 billion global internet advertisement market.

12 244. Before January 11, 2021, Parler also actively competed for internet advertising on its
13 app and web platforms. Moreover, Parler’s ability to compete in that market was about to
14 skyrocket as a result of (a) Twitter’s announcement that it had terminated former President Trump
15 from the Twitter platform, and (b) President Trump’s indication that he would move to the Parler
16 platform, along with a large share of his 89 million Twitter followers. This dramatically increased
17 traffic on the Parler platform would have enabled Parler to substantially increase its sales of
18 internet advertising, with a concomitant reduction in advertising on platforms owned by Amazon,
19 as well as platforms owned by Google, Facebook, and Twitter.

20 245. These four tech giants make money in this market in two ways. First, they track users
21 to target ads to each user, and they charge advertisers more for targeted ads. Second, these
22 companies collect and sell users’ data. Together these practices make up their surveillance
23 capitalism business model. Parler, however, did not track its users, sell their data, or use targeted
24 ads. This enabled Parler not only to offer more privacy to its users, but also to charge lower rates
25 for advertisements on its platform. This alternative business model posed a direct and serious threat

1 to the surveillance capitalism model that generates massive profits for Amazon, as well as Google,
2 Facebook, and Twitter.

3 246. After AWS terminated its contract with Parler and Parler's services, AWS continued
4 to inhibit Parler's ability to compete in the global internet advertising market by facilitating the
5 hacking of Parler's backup servers, and by selling the private data of Parler users. These actions
6 inflicted enormous competitive harm on Parler, and further delayed its ability to recover the
7 revenues and potential market value it enjoyed and reasonably anticipated before AWS's actions.

8 247. All of these actions restrained trade in and caused actual injury to competition in the
9 global internet advertisement market.

10 248. These concerted actions and their effects were not undertaken by accident. On
11 information and belief, AWS conspired with other entities to prevent Parler from taking advantage
12 of Twitter's decision to terminate Trump's Twitter account, thereby preventing Parler from
13 dramatically increasing its share of the microblogging market and, concomitantly, its share of the
14 internet advertising market. AWS and its co-conspirators undertook these actions with the
15 intention to restrain trade in the internet advertising market – again, by preventing Parler from
16 obtaining a larger share of that market and losing the share it already – and thus protecting AWS
17 and its co-conspirators' market shares.

18 249. AWS's action in the global internet advertisement market was unfair. It affected the
19 public interest because thousands of Washingtonians who are Parler users could not use their Parler
20 accounts and were deprived of accessing internet advertising—something even more important
21 during a pandemic with lockdowns to traditional stores—that was not targeted at them. AWS's
22 actions also compromised the ability of existing and future Parler users to use a social-media
23 platform whose business model does not require constant user surveillance.

24 250. AWS caused severe economic injury to Parler by depriving it of millions of dollars
25 of advertising revenues and by making it extremely difficult for Parler to get back online with

1 another service provider, which injury AWS knew would occur given the reputational injury Parler
2 had suffered at AWS's hands.

3 251. As pertinent to this claim, AWS's conduct did not relate to or arise out of its contract
4 with Parler, nor any of AWS's products or services.

5 252. AWS/Amazon's actions, which were taken in bad faith, violated the Washington
6 Consumer Protection Act, including but not limited to RCW 19.86.030.

7 253. Parler is entitled to damages, attorney's fees and costs, and treble damages.

8 **Count Fifteen: Washington Consumer Protection Act**

9 **AWS unfairly compromised Parler's reputation after its termination as a way to preserve
10 its market share in the global cloud services infrastructure market, once AWS decided to
11 eject Parler from its system.**

12 254. Parler restates, re-alleges, and incorporates by reference each of the allegations set
13 forth in the rest of this Complaint as if fully set forth herein.

14 255. Washington's Consumer Protection Act provides that "[u]nfair methods of
15 competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are
16 . . . unlawful." RCW 19.86.020. The Act's purpose is to "complement the body of federal law
17 governing restraints of trade, unfair competition and unfair, deceptive and fraudulent acts and
18 practices in order to protect the public and foster fair and honest competition." RCW 19.86.920.
19 And the Act is to be "liberally construed that its beneficial purposes may be served." Id.

20 256. Further, the Act provides that "[i]t shall be unlawful for any person to monopolize,
21 or attempt to monopolize or combine or conspire with any other person or persons to monopolize
22 any part of trade or commerce." RCW 19.86.040.

23 257. Under the Act, "[a]ny person who is injured in his or her business or property' by a
24 violation of the act may bring a civil suit for injunctive relief, damages, attorney fees and costs,
25 and treble damages." *Panag*, 166 Wn.2d at 39 (citing RCW 19.86.090). And to prevail in such a
claim, "the plaintiff must prove (1) an unfair or deceptive act or practice, (2) occurring in trade or

1 commerce, (3) affecting the public interest, (4) injury to a person's business or property, and (5)
2 causation." *Id.*

3 258. AWS is the largest and one of just three integrated cloud service infrastructure
4 providers in the world, making up 57 percent of the global integrated cloud service infrastructure
5 market. This market provides not just web hosting, but the full services necessary to be online, as
6 well as scalable infrastructure that enables companies to use more or less server capacity based on
7 changing needs.

8 259. After shutting down all of Parler's services and terminating its contract with Parler,
9 AWS left open Route 53, a highly scalable domain name system. This directed hackers to Parler's
10 backup datacenters, causing hackers to initiate a sizable DNS attack. AWS's action sent a message
11 to any other cloud service company that, if it hosted Parler, it would also be subjected to
12 unprecedented hacker attacks. AWS did so with the intent of preventing Parler from obtaining
13 hosting services from other cloud service providers in order to further AWS's attempt to
14 monopolize the market for the global integrated cloud service infrastructure market.

15 260. As a foreseeable result of these actions by AWS, Parler could not find an integrated
16 cloud service infrastructure provider to host it and its millions of users. AWS's actions thus
17 ensured that AWS would not lose market share in this market by a competitor stepping in to
18 provide those services to Parler. AWS's actions thus were unfair and deceptive in nature, causing
19 tremendous injury to Parler.

20 261. Additionally, AWS's actions affected the public interest given that thousands of
21 Washingtonians who had Parler accounts were unable to communicate via Parler.

22 262. Upon information and belief, AWS engaged in these actions in an attempt to
23 monopolize a part of trade or commerce, and/or to conspire with other entities to enable them to
24 monopolize a part of trade or commerce.

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

David J. Groesbeck, WSBA No. 24749
DAVID J. GROESBECK, P.S.
1333 E. Johns Prairie Rd.
Shelton, WA 98584 (509) 747-2800
Email: david@groesbecklaw.com

Gene C. Schaerr
H. Christopher Bartolomucci
SCHAERR | JAFFE LLP
1717 K Street NW, Suite 900
Washington, DC 20006
(pro hac motions to be filed)

Counsel for Plaintiff Parler LLC