THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

FEDERAL TRADE COMMISSION, Plaintiff, v. AMAZON.COM, INC., Defendant.	No. 2:14-CV-01038-JCC **DECLARATION OF JEFFREY D. PIEROS IN SUPPORT OF AMAZON.COM, INC.'S MOTION FOR PARTIAL SUMMARY JUDGMENT** NOTE ON MOTION CALENDAR: Friday, February 26, 2016

Jeffrey D. Pieros declares:

1. I am an ACES manager at Amazon and have been since November 2014. ACES is Amazon's process-improvement department designed to improve the customer experience. Prior to that position, since October 2011, I was a customer-service operations manager for Amazon. I make this declaration based upon personal knowledge as to which I am competent to testify.

2. Amazon is committed to customer satisfaction, and in fact its mission statement is to be "Earth's most customer-centric company." ACES is committed to that mission, and I joined ACES because of its passion for improving the customer experience for Amazon customers. I know first-hand that Amazon is focused on customer service and satisfaction, and

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that commitment is also reflected in the many independent, third-party evaluations that rank Amazon among the top companies for customer experience.

3. The Amazon Appstore began offering in-app purchasing in November 2011. At that time, consistent with its longstanding and widely recognized commitment to customer service, Amazon instructed its agents to provide full refunds the first time a customer contacted Amazon about "accidental" in-app purchases. Since the launch of in-app purchasing through the Amazon Appstore, it has always been Amazon's policy to provide refunds for accidental purchases, even though the Appstore Terms of Use state that digital purchases are not "returnable."

4. In addition to routinely granting refund requests, when communicating with a customer about a refund by phone, email, or chat, Amazon customer-service agents also instructed customers how to use the Parental Controls on their devices to avoid future unwanted or accidental purchases, and the agents would also send follow-up emails with those instructions.

5. In many instances, Amazon's customer service has been overly generous and provided additional refunds requested by customers who already had been refunded and educated, and whose subsequent purchases almost certainly were not accidental.

6. This refund policy continues to this day.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED at Kenmewick, WA this 2nd day of February, 2016.

Jeffrey D. Pieros

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CERTIFICATE OF SERVICE

I certify that on February 2, 2016, I electronically filed the foregoing Declaration of Jeffrey D. Pieros In Support of Amazon's Motion for Partial Summary Judgment with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to attorneys of record.

I certify under penalty of perjury that the foregoing is true and correct.

DATED this 2nd day of February, 2016.

s/ Harry H. Schneider, Jr.

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