

Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

## In re Microsoft Browser Extension Litigation

No. 2:25-cv-00088-RSM

# AMENDED CONSOLIDATED CLASS ACTION COMPLAINT

## JURY DEMAND

Pursuant to the Court's Orders dated March 5, 2025 (ECF No. 28) and March 25, 2025 (ECF No. 33), Plaintiffs Aaron Ramirez, Colbow Design LLC, Daniel Perez, David Hiser, Justin Tech Tips LLC, and Storm Productions LLC, individually and on behalf of all others similarly situated, bring this action against Defendant Microsoft Corporation, and allege as follows:

## I. INTRODUCTION

1. This action is brought on behalf of online content creators who allege that Microsoft misappropriated commissions they earned by referring customers to purchase products online. Plaintiffs are online creators who post content on websites or platforms like YouTube, Instagram, and TikTok. One way these creators earn money is by directing their viewers and website visitors to purchase specific products and services from online retailers. Content creators post “affiliate links” that include an identifying code that is unique to a particular creator, so when a purchase is made using a creator’s affiliate link, online retailers know whom to credit with the sale.

AM. CONSOLIDATED CLASS ACTION COMPLAINT - 1  
No. 2:25-cv-00088-RSM

**KELLER ROHRBACK L.L.P.**  
1201 Third Avenue, Suite 3400  
Seattle, WA 98101-3268  
TELEPHONE: (206) 623-1900  
FACSIMILE: (206) 623-3384

1       2. Microsoft owns and operates Microsoft Edge Shopping, a browser tool that it  
 2 advertises as a way for consumers to get online discounts. Microsoft Edge Shopping, however,  
 3 does not merely identify potential discounts—it replaces content creators' referral codes with  
 4 Microsoft's own code, allowing Microsoft to take millions of dollars in referral commissions that  
 5 it did not earn.

6       3. Affiliate links connect shoppers, content creators, and retailers in the digital  
 7 economy. Each affiliate link is a unique uniform resource locator ("URL") posted by content  
 8 creators to earn commissions on products they recommend. When a member of the creator's  
 9 audience clicks on an affiliate link and purchases a recommended product, the creator receives a  
 10 portion of the sale as compensation. This process is seamless to the shopper and rewards the  
 11 content creator who drove the sale.

12       4. Browser extensions are small software programs that add features to a user's  
 13 internet browser. Microsoft Edge Shopping ("Microsoft Shopping"), offered by Microsoft, is one  
 14 such browser extension.

15       5. In many instances, consumers voluntarily install a browser extension for online  
 16 shopping and register for an account in order to get access to coupons and discounts. By contrast,  
 17 the Microsoft Shopping Browser extension comes pre-loaded on Microsoft's Edge browser, which  
 18 is the default internet browser on every Windows PC.

19       6. For online shoppers, the Microsoft Shopping extension works by searching for  
 20 available coupons, offering price comparisons or price history, and incorporating a built-in rewards  
 21 point system called "Microsoft Cashback." Microsoft claims it has saved users of the Microsoft  
 22 Shopping extension over \$14 billion as of the filing of this complaint.<sup>1</sup>

23       7. Based on these purported savings, Microsoft Shopping appeals to consumers  
 24 looking for discounts on products or services they are already interested in purchasing, in many  
 25 cases based on the recommendations from content creators such as Plaintiffs.

26 <sup>1</sup> Microsoft Edge Shopping, <https://www.microsoft.com/en-us/edge/shopping>.

1       8. Microsoft Shopping's browser extension, however, is designed to take  
 2 commissions from content creators, including website operators, online publications, YouTube  
 3 channels, influencers, and other content creators online (collectively, "Content Creators").

4       9. Under industry standards for online marketing, when a shopper clicks an affiliate  
 5 link and purchases a product, the Content Creator who posted the link should receive the affiliate  
 6 commission for the sale because they provided the last link or affiliate code that was clicked before  
 7 the user made their purchase. This process is referred to as "last-click attribution model" and, as  
 8 discussed further below, is the most widely used model for online marketing.

9       10. When shoppers activate the Microsoft Shopping extension, Microsoft exploits last-  
 10 click attribution to cheat Content Creators out of the commissions to which they are entitled and  
 11 divert the money to itself. The Microsoft Shopping extension makes the shopper's interaction with  
 12 that extension the "last click" for attribution purposes, even though in reality Microsoft had no role  
 13 in marketing the product to the shopper or generating the sale for the online retailer.

14       11. As described more thoroughly below, Microsoft programmed the Microsoft  
 15 Shopping browser extension to operate behind the scenes to affect any and all affiliate codes during  
 16 the checkout process and to redirect commissions to itself. It does so by substituting its own  
 17 affiliate marketing identity code into a consumer's cookie in place of the Content Creator's affiliate  
 18 marketing identity code, even though the consumer used the Content Creator's specific affiliate  
 19 web link to obtain and purchase a product or service.

20       12. Through these practices, Microsoft Shopping deprives Content Creators of the  
 21 revenue they have earned and on which many Content Creators depend to sustain their businesses.

22       13. Plaintiffs are Content Creators whose commission payments Microsoft has  
 23 wrongfully misappropriated. Plaintiffs bring this case on their own behalf and on behalf of all  
 24 others similarly situated to recover the damages they have sustained and enjoin Microsoft's  
 25 wrongful conduct going forward.

## II. JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), because at least one Class Member is of diverse citizenship from Defendant, there are more than 100 Class Members nationwide, and the aggregate amount in controversy exceeds \$5,000,000. This Court also has jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367.

15. This Court has personal jurisdiction over Microsoft under 28 U.S.C. § 1407, because Microsoft has sufficient minimum contacts in the Western District of Washington, and because Microsoft has otherwise intentionally availed itself of the markets within the Western District of Washington through its business activities, such that the exercise of jurisdiction by this Court is proper and necessary.

16. Venue is proper under 28 U.S.C. § 1391(b)(1) & (2) because a substantial part of the events or omissions giving rise to the claims occurred in the Western District of Washington and because Microsoft maintains its principal place of business in Redmond, Washington.

### III. DEFENDANT

17. Defendant Microsoft Corporation is a Washington corporation organized and incorporated under the laws of Delaware. It transacts business and is headquartered within this judicial district at 1 Microsoft Way, Redmond, Washington 98052.

#### IV. PLAINTIFFS

## A. Aaron Ramirez

18. Aaron Ramirez is a resident of the State of California.

19. Mr. Ramirez is a Content Creator and affiliate marketer, who has had an account on YouTube for approximately seven years. He creates content regarding fashion and fitness, among other things, and he has nearly 225,000 followers.

20. Mr. Ramirez invests substantial time and effort into cultivating his follower base, searching for the best deals from online merchants, and promoting those deals online.

1       21.    Mr. Ramirez regularly partners with online merchants, either directly or through  
 2 third-party affiliate networks, to advertise the online merchants' products through affiliate links.  
 3 Some of Mr. Ramirez's merchant partners include Amazon, Best Buy, Hollister, Abercrombie &  
 4 Fitch, Walmart, H&M, and Banana Republic.

5       22.    Mr. Ramirez has partnered with the above online merchants for over two years, and  
 6 he intends to continue partnering with these merchants in the future. He partners with online  
 7 merchants to receive commissions when followers buy products that he recommends.

8       23.    In the past two years, Mr. Ramirez has generated approximately \$290,000 or more  
 9 in sales for which he received a commission, and has earned approximately \$26,000 or more in  
 10 commission payments through affiliate marketing.

11       24.    Mr. Ramirez would have earned more in commissions but for Microsoft's scheme  
 12 to poach commissions via its Microsoft Shopping browser extension. Through this extension,  
 13 Microsoft took credit for sales that Mr. Ramirez generated with his affiliate links.

14       **B.    Colbow Design LLC (a/k/a "Brad Colbow")**

15       25.    Colbow Design LLC is a limited liability company organized and existing under  
 16 the laws of Ohio with its principal place of business in Ohio.

17       26.    Colbow Design LLC is owned and operated by Brad Colbow, a Content Creator  
 18 and affiliate marketer who has had a platform on YouTube for over ten years.

19       27.    Mr. Colbow runs an art illustration channel on YouTube that has approximately  
 20 890,000 subscribers. His videos provide his audience with an array of reviews and  
 21 recommendations for the latest technology, with a focus on digital illustration.

22       28.    Mr. Colbow also rates products and shares affiliate links on his own website,  
 23 <https://www.bradsartschool.com>.

24       29.    Mr. Colbow invests substantial time and effort into cultivating his follower base,  
 25 searching for the best deals from online merchants, and promoting those deals online.

26       30.    Mr. Colbow regularly partners with online merchants, either directly or through

1 third-party affiliate networks, to advertise the online merchants' products through affiliate links.  
 2 Some of Mr. Colbow's merchant partners include Amazon and MagicLinks, the latter of which he  
 3 uses to provide links to products on B&H Photo and Best Buy.

4       31.    Mr. Colbow has partnered with Amazon for over ten years and with MagicLinks  
 5 for nearly four years. He intends to continue partnering with both Amazon and MagicLinks in the  
 6 future. Mr. Colbow partners with online merchants to receive commissions when followers buy  
 7 products that he recommends.

8       32.    In the past two years, Mr. Colbow's various affiliate links have generated  
 9 approximately 9,000 ordered items for which he received a commission. From 2020 to 2024, Mr.  
 10 Colbow has received approximately \$98,000 in commission payments through affiliate marketing.

11       33.    Mr. Colbow would have earned more in commissions but for Microsoft's scheme  
 12 to poach commissions via its Microsoft Shopping browser extension. Through this extension,  
 13 Microsoft took credit for sales that Mr. Colbow generated with his affiliate links.

14       **C.    Daniel Perez**

15       34.    Daniel Perez is a resident of the State of Florida.

16       35.    Mr. Perez is a Content Creator and affiliate marketer with accounts on TikTok,  
 17 YouTube, and Facebook. Mr. Perez has approximately 35,000 followers on these various  
 18 platforms. He posts his affiliate marketing links on <https://www.fycdeals.com/>, as well as a  
 19 Telegram group and a Facebook group.

20       36.    Mr. Perez invests substantial time and effort into cultivating his follower base,  
 21 searching for the best deals from online merchants, and promoting those deals online.

22       37.    Mr. Perez regularly partners with a number of online merchants, either directly or  
 23 through third-party affiliate networks, to advertise the online merchants' products through affiliate  
 24 links. Some of Mr. Perez's merchant partners include Amazon, Walmart, Target, and Woot. His  
 25 affiliate links have generated thousands of purchases and thousands of dollars in commissions  
 26 from those purchases.

1       38. Mr. Perez has partnered with Amazon since March of 2023, with Walmart since  
 2 March of 2024, with Target since approximately April of 2024, and with Woot for approximately  
 3 six months. He intends to continue partnering with each of these online merchants in the future.  
 4 He partners with online merchants to receive commissions when followers buy products that he  
 5 recommends.

6       39. In the past year, Mr. Perez has generated more than 15,000 orders for which he  
 7 received a commission and has earned approximately \$19,500 in commission payments through  
 8 affiliate marketing.

9       40. Mr. Perez would have earned more in commissions but for Microsoft's scheme to  
 10 poach commissions via its Microsoft Shopping browser extension. Through this extension,  
 11 Microsoft took credit for sales that Mr. Perez generated with his affiliate links.

12 **D. David Hiser**

13       41. David Hiser is a resident of the State of Washington.

14       42. Mr. Hiser is a Content Creator and affiliate marketer who has operated a YouTube  
 15 account for approximately eight years. He creates content regarding recreational travel and has  
 16 nearly 135,000 followers.

17       43. Mr. Hiser invests substantial time and effort into cultivating his follower base,  
 18 searching for the best deals from online merchants, and promoting those deals online.

19       44. Mr. Hiser regularly partners with online merchants, either directly or through third-  
 20 party affiliate networks, to advertise the online merchants' products through affiliate links. Some  
 21 of Mr. Hiser's merchant partners include Lectric eBikes, Micro-Air, Hutch Mountain, and  
 22 Wolfbox.

23       45. Mr. Hiser has partnered with many of these online merchants since 2019, and he  
 24 intends to continue partnering with these online merchants in the future. He partners with online  
 25 merchants to receive commissions when followers buy products that he recommends.

26       46. Since 2019, Mr. Hiser has generated at least approximately 2,000 orders for which

1 he received a commission and has earned approximately \$20,000 in commission payments through  
 2 affiliate marketing.

3 47. Mr. Hiser would have earned more in commissions but for Microsoft's scheme to  
 4 poach commissions via its Microsoft Shopping browser extension. Through this extension,  
 5 Microsoft took credit for sales that Mr. Hiser generated with his affiliate links.

6 **E. Justin Tech Tips LLC (a/k/a "Justin Wyatt")**

7 48. Justin Tech Tips LLC ("Justin Tech Tips") is a limited liability company organized  
 8 and existing under the laws of Texas with its principal place of business in Texas.

9 49. Justin Tech Tips is owned and operated by Justin Wyatt, a Content Creator and  
 10 affiliate marketer who has had a platform on YouTube for over four years.

11 50. On YouTube alone, Mr. Wyatt's channel "Just!N Tech" has over 108,000  
 12 subscribers. The channel features reviews for gaming computers, as well as videos on gaming  
 13 technology and virtual reality. Justin Tech Tips also has accounts on TikTok, Rumble, Facebook,  
 14 and Instagram, and Mr. Wyatt makes posts on his own website, <https://justintech.tips/>.

15 51. Mr. Wyatt invests substantial time and effort into cultivating his follower base,  
 16 searching for the best deals from online merchants, and promoting those deals online.

17 52. Mr. Wyatt regularly partners with or otherwise promotes a number of popular  
 18 online merchants through his affiliate links, including Best Buy, Amazon, Walmart, HP, and LG.

19 53. Mr. Wyatt has partnered with and/or promoted products from Best Buy and  
 20 Amazon for approximately four years, Walmart for approximately one year, HP for approximately  
 21 three and a half years, and LG for approximately one year. He intends to continue partnering with  
 22 many, if not all, of these merchants in the future. Mr. Wyatt partners with online merchants to  
 23 receive commissions when followers buy products recommended by Mr. Wyatt.

24 54. Per year, Justin Tech Tips generates approximately 10,000 transactions and  
 25 hundreds of thousands of dollars in commissions through affiliate marketing with its merchant  
 26 partnerships and affiliate marketing. Since its inception in 2020, Justin Tech Tips has generated

1 close to one million dollars in affiliate commissions.

2 55. Justin Tech Tips would have earned more in commissions but for Microsoft's  
 3 scheme to poach commissions via its Microsoft Shopping browser extension. Through this  
 4 extension, Microsoft took credit for sales that Justin Tech Tips generated with its affiliate links.

5 **F. Storm Productions (a/k/a "Madison Avenue Spy")**

6 56. Storm Productions LLC is a limited liability company organized and existing under  
 7 the laws of New York with its principal place of business in New York, New York.

8 57. Storm Productions has operated a popular shopping blog called Madison Avenue  
 9 Spy that showcases the best deals in the fashion world via affiliate links. The blog has nearly  
 10 22,000 subscribers and generates significant traffic. Storm Productions also runs an Instagram  
 11 account by the same name as well as a Substack called MadSpy, where it also regularly posts  
 12 fashion affiliate links. The Instagram account has approximately 110,000 followers, and the  
 13 Substack has over 12,000 subscribers. In addition to these platforms, Madison Avenue Spy has an  
 14 online presence on Pinterest, TikTok, X (formerly Twitter), Facebook, and Telegram.

15 58. Storm Productions invests substantial time and effort into cultivating its follower  
 16 base, searching for the best fashion deals from online merchants, and promoting those deals online.

17 59. Storm Productions regularly partners with online merchants, either directly or  
 18 through third-party affiliate networks, to advertise the online merchants' products through affiliate  
 19 links. Some of Storm Productions' merchant partners include Nordstrom, Saks Fifth Avenue,  
 20 Sephora, Outnet, and Neiman Marcus.

21 60. Storm Productions has partnered with Nordstrom, Saks Fifth Avenue, and Sephora  
 22 for more than five years and has partnered with Outnet and Neiman Marcus for ten years or more.  
 23 Storm Productions intends to continue partnering with these merchants in the future. Storm  
 24 Productions partners with these and other online merchants to receive commissions when  
 25 followers buy products recommended by Storm Productions.

26 61. For years, Storm Productions has earned substantial commissions on sales

1 generated through affiliate links. In the past year, Storm Productions has generated over 5,000  
 2 orders and earned over \$200,000 in commission payments through affiliate marketing.

3 62. Storm Productions would have earned more in commissions but for Microsoft's  
 4 scheme to poach commissions via its Microsoft Shopping browser extension. Through this  
 5 extension, Microsoft took credit for sales that Storm Productions generated with its affiliate links.

6 **V. STATEMENT OF FACTS**

7 **A. Background**

8 **1. Creators and the Commission System**

9 63. A Content Creator is someone who produces material such as videos, articles,  
 10 podcasts, or social media posts to engage an audience and earn income from their work. Content  
 11 Creators generate revenue through sponsored content, affiliate marketing, ad revenue, merchandise  
 12 sales, and/or subscriptions.

13 64. Online merchants, like Walmart, Best Buy, Target, and Macy's, partner with  
 14 Content Creators to promote their products and services and, in exchange, provide commissions  
 15 to those Content Creators from the sale of those products and services.

16 65. Content Creators earn commissions by directing their readers, viewers, and/or  
 17 followers to affiliate links that they share on their various platforms and social media channels.  
 18 Those links lead to online retailer sites where shoppers can purchase the items promoted by the  
 19 creator in its content.

20 66. With the increasing popularity of e-commerce, social media, and platforms like  
 21 YouTube, Instagram, and TikTok, many merchants have turned to the online creator community  
 22 to promote and market their products to consumers. Independent creators, in turn, are able to secure  
 23 compensation for their work through commissions.

24 67. How much money a Content Creator earns depends on factors like the commission  
 25 rate, the price of the product, and how many people ultimately buy products recommended through  
 26 their links. For example, in 2023, a typical affiliate commission rate for fitness products was

1 between 10-20%, as shown below.<sup>2</sup>

Product Category	Affiliate Commissions (% of Sale)
Arts & Crafts	12%
Beauty	15-20%
Business	20-25%
Clothing	10-15%
Computers & Tech	15-20%
Education	20%
Family	20-25%
Financial	30-40%
Fitness	10-20%
Food & Drink	10-20%
Hair	10%
Health	20-30%+
Home	10-20%
Jewelry	15-30%
Paleo	10%
Pets	10-20%
General Products	10-20%
Recreation	10%
Services	30%
SaaS	20-30%
Adult	10-15%+

12       68. Around 80% of creators earn up to \$80,000 a year from affiliate marketing, while  
 13 top creators can earn over \$1 million, as shown below.<sup>3</sup>

Income	Share of Affiliate Marketers
Up to \$80,000	80%
\$80,000 to \$1 Million	15%
Over \$1 Million	1%

18       69. In 2023, the size of the affiliate marketing industry was \$15.7 billion, and it is  
 19 expected to grow to \$36.9 billion by 2030.<sup>4</sup>

20       70. The affiliate marketing industry is profitable because it is an effective way to  
 21 market products and services to consumers.

22       71. According to the 2024 Modern Consumer Survey published by GRIN, the world's  
 23 leading online creator management platform, 74% of consumers have purchased a product because

24       <sup>2</sup> Ruthie Carie, *How to Negotiate with Affiliates*, REFERSION (last updated Mar. 1, 2023),  
 25 <https://www.refersion.com/blog/affiliates-negotiation/>.

26       <sup>3</sup> Shubham Singh, *115 Affiliate Marketing Statistics (2025): Market Size & Trends*, DEMANDSAGE (Feb. 18, 2025),  
 27 <https://www.demandsage.com/affiliate-marketing-statistics/>.

28       <sup>4</sup> Rewardful Team, *18 Affiliate Marketing Statistics for 2025*, REWARDFUL (last updated Dec. 5, 2024),  
 29 <https://www.rewardful.com/articles/affiliate-marketing-statistics>.

1 a social media influencer has recommended it.<sup>5</sup>

2 72. One recent study found that “influencer-directed social media marketing is twice  
3 as effective as brand-directed social media marketing in driving brand sales.”<sup>6</sup>

4 73. Affiliate marketing currently drives 16% of all e-commerce sales in the United  
5 States.<sup>7</sup>

6 74. Plaintiffs and Class Members are online creators who create content on their own  
7 websites as well as websites such as YouTube, TikTok, Twitter/X, Facebook, and Instagram, and  
8 earn commissions for promoting products and services as affiliate marketers.

9 **2. Affiliate Links**

10 75. Affiliate links are special links that Content Creators use to make money online.  
11 When a creator shares an affiliate link, it directs their audience to a product or service on a retailer’s  
12 website. If a person clicks on the link and buys something, the creator who shared the link earns a  
13 commission, which is usually either a percentage of the sale price or a set amount.

14 76. For example, individuals who participate in Walmart’s Affiliate Link program  
15 receive “[c]ommission(s) on products that are actually purchased by a customer within the relevant  
16 cookie window after the customer has initially entered our Site (“Referral Window”) as long as  
17 the customer re-enters our Site directly during that time and not through another affiliate link.”<sup>8</sup>

18 77. Creators can share these links on various social media platforms. The timing and  
19 method of sharing depend on the platform and the affiliate’s audience. On Instagram, creators  
20 might include links in their bio, stories, or captions. On TikTok, creators place links in their bio or  
21 share them in the comment sections of their videos. YouTube creators might include affiliate links

22 <sup>5</sup> Press Release, GRIN Technologies, Inc., U.S. Shoppers Are Under the Influence: 74% of Consumers Have  
23 Purchased a Product Because an Influencer Recommended It (Mar. 20, 2024, 8:00 AM)  
<https://www.businesswire.com/news/home/20240320786326/en/U.S.-Shoppers-Are-Under-the-Influence-74-of-Consumers-Have-Purchased-a-Product-Because-an-Influencer-Recommended-It>.

24 <sup>6</sup> Ashish Kumar et al., *Battle of Influence: Analysing the Impact of Brand-Directed and Influencer-Directed Social  
25 Media Marketing on Customer Engagement and Purchase Behaviour*, 33 Australasian Marketing Journal 87, 92  
(Apr. 23, 2024), <https://journals.sagepub.com/doi/10.1177/14413582241247391> (click arrow at top right to  
26 download PDF) (last visited May 2, 2025).

<sup>7</sup> Singh, *supra* note 3.

<sup>8</sup> Terms of Use for the Walmart Affiliate Program, <https://affiliates.walmart.com/terms> (last visited Apr. 29, 2025).

1 in their video descriptions or pinned comments, often alongside product reviews or tutorials.  
 2 Twitter/X users may tweet links along with engaging posts. Creators can also use platforms like  
 3 Facebook or Pinterest, where links can be shared in posts, groups, or on boards.

4 78. The creators who use affiliate links often recommend products they use and enjoy.  
 5 They include bloggers, influencers, and social media users who have built trust with their audience.  
 6 Creators often spend significant time and energy researching products, creating content, and  
 7 engaging with their followers to make sure their recommendations are helpful and genuine. By  
 8 doing this and receiving compensation through affiliate links, they not only earn money but also  
 9 provide value to their audience by highlighting useful or interesting products.

10 79. Some creators rely on affiliate commissions for supplemental income of several  
 11 hundred to several thousand dollars a month. Other creators develop sufficient audience  
 12 engagement to earn a living from affiliate commissions alone.

13 80. Affiliate links operate through unique URLs and cookies. When someone clicks an  
 14 affiliate link posted by a Content Creator, the link contains information about the creator, such as  
 15 their unique ID. While affiliate links vary in appearance, the URL for those links generally contain  
 16 the following common elements displayed below.<sup>9</sup>



20 81. The affiliate link passes data to the retailer's website, which stores the data in a  
 21 "cookie" on the customer's device. A tracking cookie is a small piece of data that a website stores  
 22 on a user's computer or device to monitor online activity. It acts as a virtual note that allows the  
 23 website to remember specific actions, such as visited pages or items placed in a shopping cart.  
 24 Some cookies can also track activity across multiple websites, often for targeted advertising or  
 25 analytics purposes.

26 <sup>9</sup> Dibakar Ghosh, *What Are Affiliate Links and How Do They Work?*, AUTHORITYHACKER (last updated Aug. 12, 2024), <https://www.authorityhacker.com/what-are-affiliate-links/>.

1       82. Cookies associated with affiliate links track the customer’s activity, such as  
 2 browsing and purchasing. If, after clicking on an affiliate link, the customer purchases the linked  
 3 product within a certain period, the creator earns a commission.

4       83. To address the scenario where a user has clicked on multiple affiliate links before  
 5 making a purchase, the affiliate marketing industry, for the most part, uses the last-click attribution  
 6 model to assign attribution for the referral. That model attributes the sale to the affiliate who  
 7 provided the final link clicked by a customer before making a purchase. This system is designed  
 8 to attribute the revenue to the source that directly drove the purchase. For example, if a customer  
 9 clicks on an affiliate link on a blogger’s website but later clicks a different affiliate link from  
 10 another source before completing their purchase, the second affiliate—the one with the “last  
 11 click”—is the one who gets credit for the sale.

12       84. Many merchants, including Walmart, prohibit the practice of “cookie stuffing” that  
 13 cause “tracking systems to conclude that a user has clicked through a Qualifying Link—to pay  
 14 commissions accordingly—even if the user has not actually clicked through any such link.”<sup>10</sup>

15       **3. Browser Extensions**

16       85. An internet browser extension is a small software program that enhances the  
 17 functionality of a web browser. Browser extensions are designed to perform specific tasks or add  
 18 features that improve the user’s browsing experience.

19       86. Browser extensions work by integrating with the browser’s architecture and  
 20 running alongside it. They often add new buttons, menus, or tools to the browser’s interface. For  
 21 example, an ad blocker extension might prevent advertisements from displaying on web pages,  
 22 while a password manager extension could help users securely store and autofill their login  
 23 information.

24       **B. The Microsoft Shopping Browser Extension**

25       87. Microsoft is a multinational technology company that develops and sells software,

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26       <sup>10</sup> Walmart, *supra* note 8.

1 hardware, and services. Microsoft launched Microsoft Shopping—initially for Microsoft’s Edge  
 2 web browser—in November 2020.

3       88.     The Microsoft Shopping browser extension comes pre-installed on the Microsoft  
 4 Edge browser, which is the default browser for Windows devices. Users of other internet browsers  
 5 can add the “Microsoft Bing Search with Rewards” shopping browser extension for free by  
 6 searching for “Microsoft Shopping” in their web browser’s extension store, such as Google  
 7 Chrome.<sup>11</sup>

8       89.     Microsoft’s professed goal with Microsoft Shopping is to make online shopping  
 9 cheaper and easier: “When you visit a retailer site, Microsoft Edge will alert you if there are any  
 10 coupons available for that site. You can view the list of coupons at any time by clicking on the  
 11 blue shopping tag in the address bar. At checkout, you can copy and paste a code or Microsoft  
 12 Edge can automatically try them all to determine which one will save you the most.”<sup>12</sup> Microsoft  
 13 advertises that its shopping extension saved users an average of \$431 per year from January 2023

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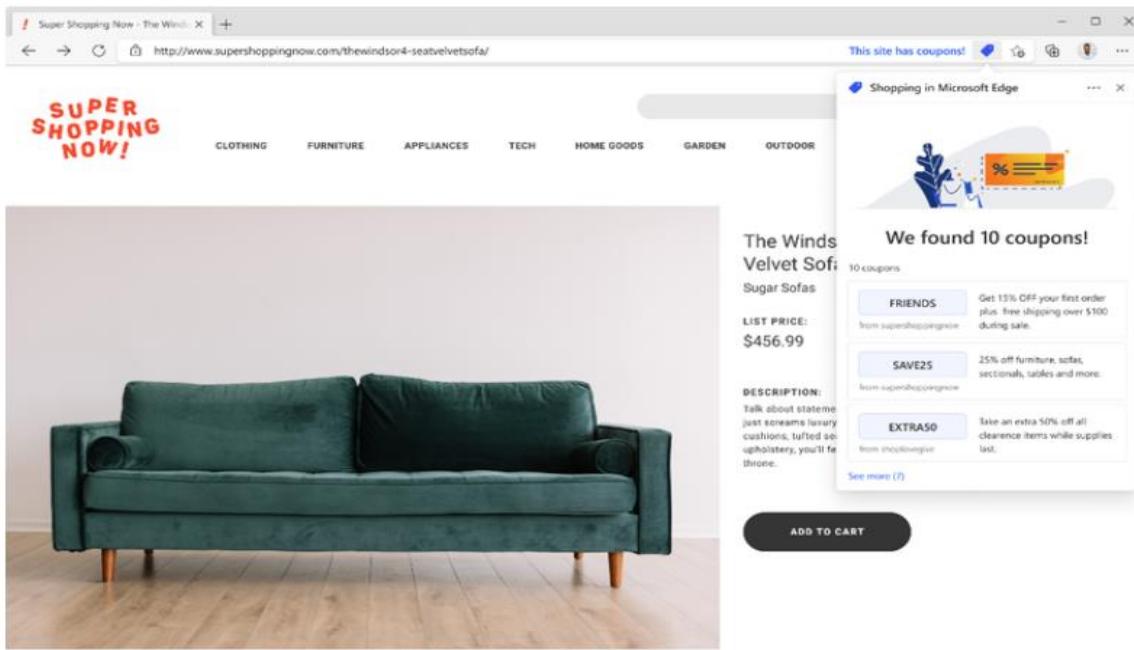
23

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25       <sup>11</sup> Chrome Web Store, <https://chromewebstore.google.com/> (type “Microsoft Shopping” into the search bar and  
 press enter) (last visited Apr. 29, 2025).

26       <sup>12</sup> Mark Shelton, *Introducing Shopping with Microsoft Edge*, MICROSOFT CORPORATION: EDGE INSIDER (Nov. 9,  
 2020), [https://techcommunity.microsoft.com/discussions/  
 edgeinsiderannouncements/introducing-shopping-with-microsoft-edge/1870080](https://techcommunity.microsoft.com/discussions/edgeinsiderannouncements/introducing-shopping-with-microsoft-edge/1870080).

1 to December 2023 based on the values of coupons presented to users worldwide.<sup>13</sup>

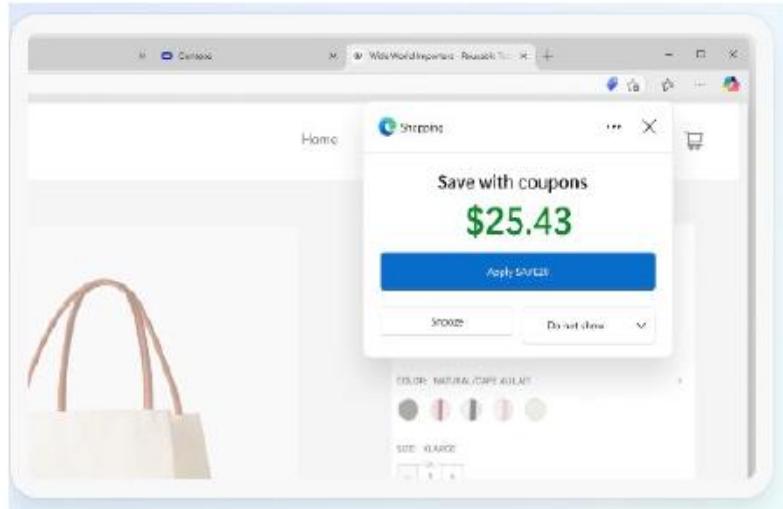


13 90. As shown above, upon visiting a merchant's website, the Microsoft Shopping  
 14 browser extension alerts the user that it has found 10 coupon codes available for that site. Microsoft  
 15 Shopping lists each coupon code, the available discount, and any terms for using a particular  
 16 coupon.

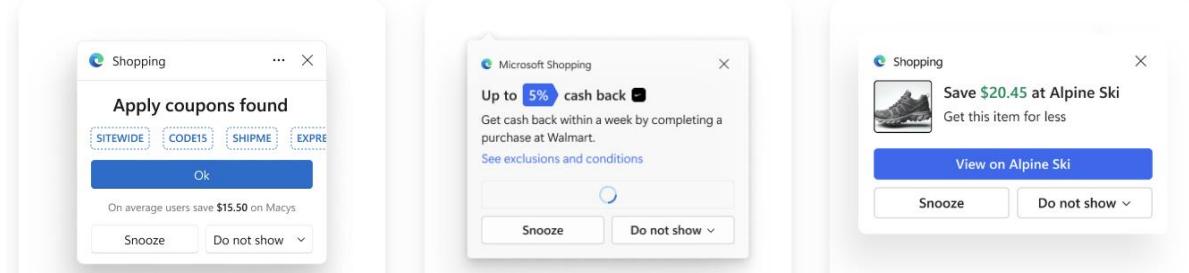
17 91. When coupons or other notifications are available, Microsoft Shopping displays a  
 18 blue price tag icon on the Internet user's web browser in the corner of their search bar, as shown  
 19  
 20  
 21  
 22  
 23  
 24  
 25

26 <sup>13</sup> *Explore Shopping Features in Microsoft Edge*, MICROSOFT CORPORATION, <https://www.microsoft.com/en-us/edge/features/shopping?form=MA13FJ> (last visited Apr. 29, 2025).

1 below.



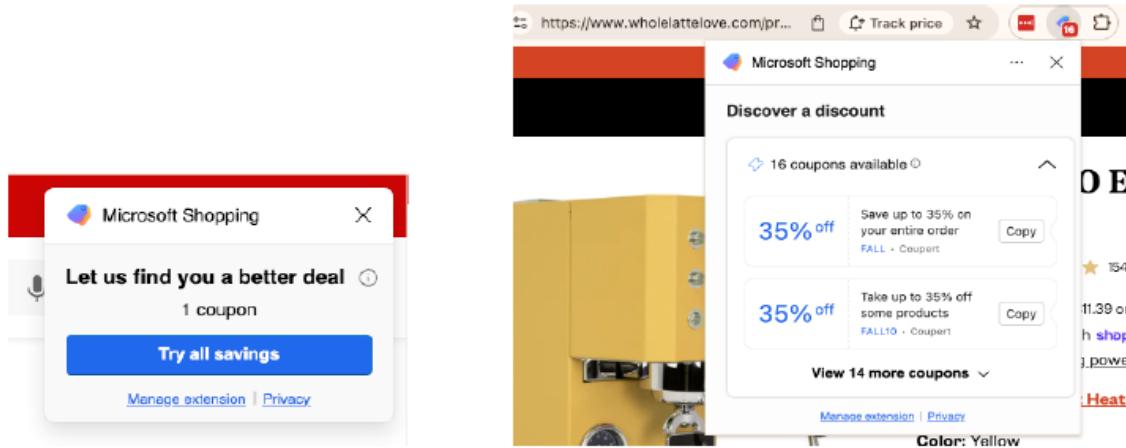
10 92. Microsoft Shopping offers the ability to (1) scan for coupons on the web and apply  
 11 them at checkout on an online merchant's website; (2) join Microsoft Rewards to earn cashback  
 12 on eligible purchases; and (3) compare prices across retailers, as shown below.<sup>14</sup>



13 93. When the Microsoft Shopping browser extension finds applicable coupons for a  
 14 particular product or service on a merchant's website, the Microsoft Shopping price tag icon will  
 15 appear on the web browser, indicating the number of coupons that Microsoft Shopping found, and  
 16  
 17  
 18  
 19  
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 23  
 24  
 25

26 <sup>14</sup> *Save Money with Built-In Browser Features*, MICROSOFT CORPORATION, <https://www.microsoft.com/en-us/edge/shopping?ep=952&es=shopping-experiment1&form=MG0AU0&cs=2199494592> (last visited Apr. 29, 2025).

1 a window will pop up automatically on the user's screen, as shown below.



9  
10 94. The Microsoft Shopping browser extension works on many major merchants'  
11 websites, including Macy's, Walmart, Best Buy, and Target.

12 95. Microsoft Shopping functions by automatically reading and modifying the content  
13 of websites visited by the user. This enables it to identify the shopping site, detect the items in the  
14 cart, and interact with the checkout process.

15 96. When a user of the Microsoft Shopping browser extension activates the extension  
16 by applying a coupon code or electing to receive cashback rewards for a purchase, Microsoft  
17 Shopping inserts its own affiliate code, so that it receives any available affiliate commissions from  
18 its users' purchases—and in so doing replaces the affiliate code of any Content Creator that had  
19 originally recommended a given product or service to the user, as set forth below.

20 **C. Microsoft Shopping's Exploitation of Last-Click Attribution**

21 97. For consumers using the Microsoft Shopping browser extension, Microsoft  
22 Shopping modifies affiliate cookies created by Content Creators' affiliate links and replaces them  
23 with its own affiliate code. This practice redirects the commission from the original creator—who  
24 marketed the product to the shopper, provided the affiliate link to the shopper, and ultimately  
25 caused the shopper to want to buy the item from the retailer—to Microsoft. Through this practice,  
26 Microsoft deprives Content Creators of their rightful earnings and surreptitiously takes credit for  
and profits from sales that it did not generate.

1       98. Microsoft Shopping's ability to alter affiliate cookies is rooted in its browser  
 2 integration and permissions. When a shopper clicks on the Microsoft Shopping extension pop-up  
 3 to copy available coupons or to activate cashback rewards, Microsoft Shopping removes the  
 4 Content Creator's affiliate cookie and replaces it with their own.

5       99. Because most affiliate marketing operates on the "last click" model, Microsoft  
 6 Shopping wrongfully takes credit for sales where it inserts its affiliate code just before purchase,  
 7 even though it was not responsible for the referral. Microsoft Shopping's scheme is especially  
 8 effective because it inserts its cookie at the very last point of the transaction, as the shopper is  
 9 completing the checkout process. Content Creators cannot stop Microsoft Shopping's replacement  
 10 of their affiliate codes at the last moment of the shopping process.

11       100. Microsoft has designed its browser extension in a manner that requires users to  
 12 actively engage with the browser extension—i.e., click buttons—in order to receive a discount,  
 13 search for coupons, or earn cash back. Without that user interaction, the online marketer who  
 14 promoted the product or service to the consumer would still be credited with the sale and receive  
 15 any corresponding payment—because Microsoft is only able to add its affiliate code and get credit  
 16 for the sale if the online shopper clicks on the pop-up to activate the Microsoft Shopping  
 17 extension's features.

18       101. Accordingly, Microsoft's goal is to entice online shoppers to activate Microsoft  
 19 Shopping—even when the browser extension has not identified any working coupons.

20 **D. Activation of the Microsoft Shopping Extension**

21       102. There are several scenarios in which the Microsoft Shopping extension works to  
 22 displace the rightful referrer of an online sale to claim commission credit for sales that Microsoft  
 23 did not influence, much less generate.

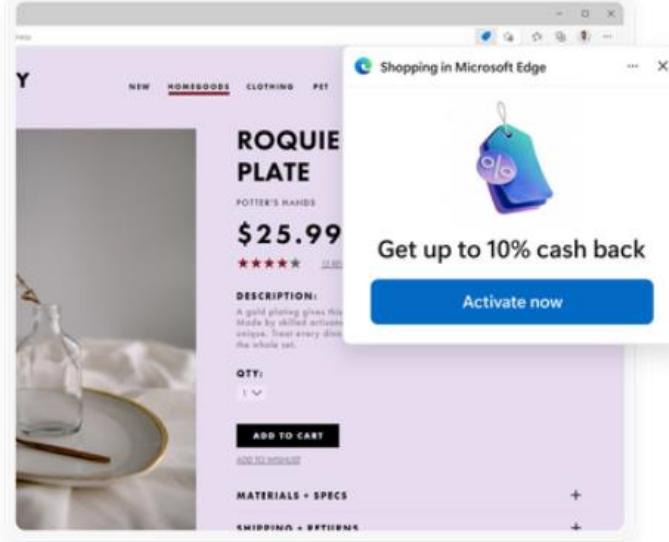
24       103. The first is Microsoft Cashback, a program that gives Microsoft Rewards members  
 25 cash back when they shop online with participating retailers through Bing and Microsoft Edge.<sup>15</sup>

26       

---

<sup>15</sup> Microsoft Cashback, <https://www.microsoft.com/en-us/edge/features/shopping-cashback> (last visited Apr. 25, 2025).

1 To participate in Microsoft Cashback, a user must first sign into the user's Microsoft Rewards  
 2 account. After doing so, a consumer who comes across an item online containing the Microsoft  
 3 Cashback Shopping tag will be prompted to "Activate now," as shown below.



13 104. Once Microsoft Cashback is activated, users making eligible purchases will receive  
 14 rebates credited to the user's Microsoft Rewards account.

15 105. The second scenario involves coupons displayed by the Microsoft Shopping  
 16 browser extension. As described above, when a consumer adds items to an online shopping cart,  
 17 Microsoft Shopping will scan the internet for available coupons and discount codes. If Microsoft  
 18 Shopping finds a coupon or discount code, a pop-up window automatically appears on the  
 19 consumer's screen, prompting the consumer to attempt to apply the coupon code before  
 20 completing a purchase. The pop-up appears and encourages users to click even though many of  
 21 the suggested coupons may be stale or invalid—and Microsoft takes credit for the sale even if none  
 22 of the coupons that a customer attempts to use provide any discount.

23 106. In both the Microsoft Cashback and coupon scenarios, Microsoft Shopping inserts  
 24 its cookie at the last moment before a purchase is made to improperly obtain a commission for the  
 25 sale. In some instances, Microsoft removes a creator's affiliate marketing cookie and replaces it  
 26 with a "partner affiliate cookie," effectively rerouting the referral and associated commission

1 payment to a Microsoft partner. Microsoft Shopping aggregates coupons from and partners with  
 2 numerous third-party online coupon providers, including Coupert, CouponBirds, and  
 3 LinkMyDeals.<sup>16</sup>

4 107. In response to these and/or similar tactics, Google recently updated its affiliate ads  
 5 policy for Chrome extensions to prevent this very conduct by requiring that “affiliate links, codes,  
 6 or cookies must only be included when the extension provides a direct and transparent user benefit  
 7 related to the extension’s core functionality. It is not permitted to inject affiliate links without  
 8 related user action and without providing a tangible benefit to users.”<sup>17</sup>

9 108. Google’s updated policy also forbids an extension from applying or replacing  
 10 “affiliate promo codes without the user’s explicit knowledge or related user action.”<sup>18</sup>

11 109. Below are examples showing how Microsoft Shopping replaces affiliate cookies  
 12 for consumers using either Microsoft Cashback or coupons provided by Microsoft Shopping.

13 ***Scenario 1: Affiliate Codes Replaced by Microsoft Shopping Cashback***

14 110. As demonstrated below, Microsoft Shopping will displace the affiliate cookie for  
 15 **Plaintiff Justin Tech Tips** if an online shopper using an affiliate link from Justin Tech Tips  
 16 activates Microsoft Cashback.

17 111. Plaintiffs, including Justin Tech Tips, rely on the commissions they earn from  
 18 affiliate links as a key source of their revenue.

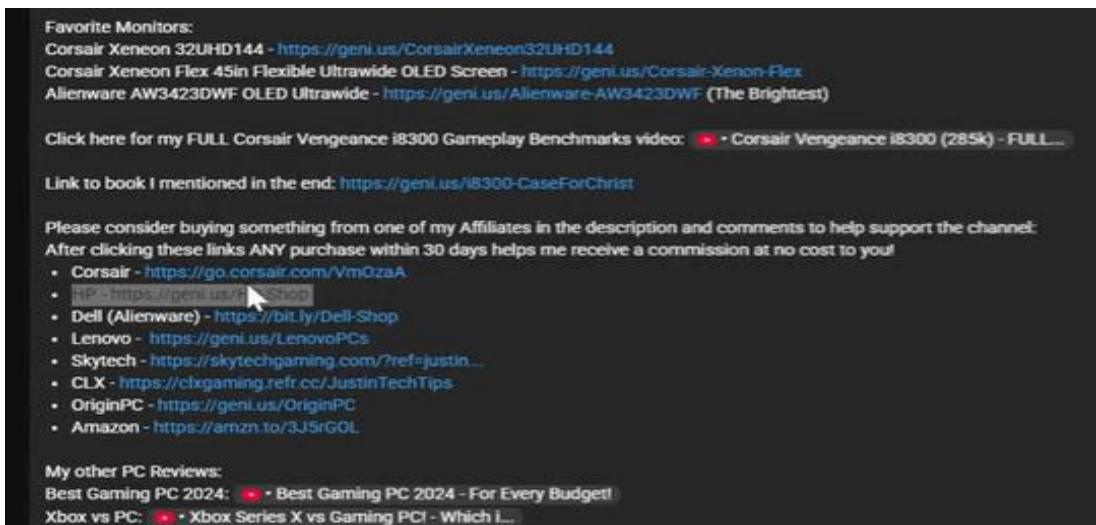
19  
 20  
 21  
 22  
 23

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24 <sup>16</sup> Other relevant coupon aggregators include, but are not limited to, Coupons.com, Swagbucks, CouponFollow,  
 25 Coupon Cabin, Cently, BradsDeals, DealNews, The Krazy Coupon Lady, Promodescuentos, OzBargain, Dealabs,  
 Chollometro, RedFlagDeals, Meliuz, Flybuys, Woot, Wowcher, HotDeals, CashKaro, MyPoints, Pepper.com,  
 Wortheppenny, Shiprocket, ProvenPixel, Discounthero, Brandeward, Promokodi.net, PhonePe, and Tataneu.com.

26 <sup>17</sup> *Affiliate Ads*, GOOGLE LLC: CHROME WEB STORE - PROGRAM POLICIES (last updated Mar. 11, 2025),  
<https://developer.chrome.com/docs/webstore/program-policies/affiliate-ads>.

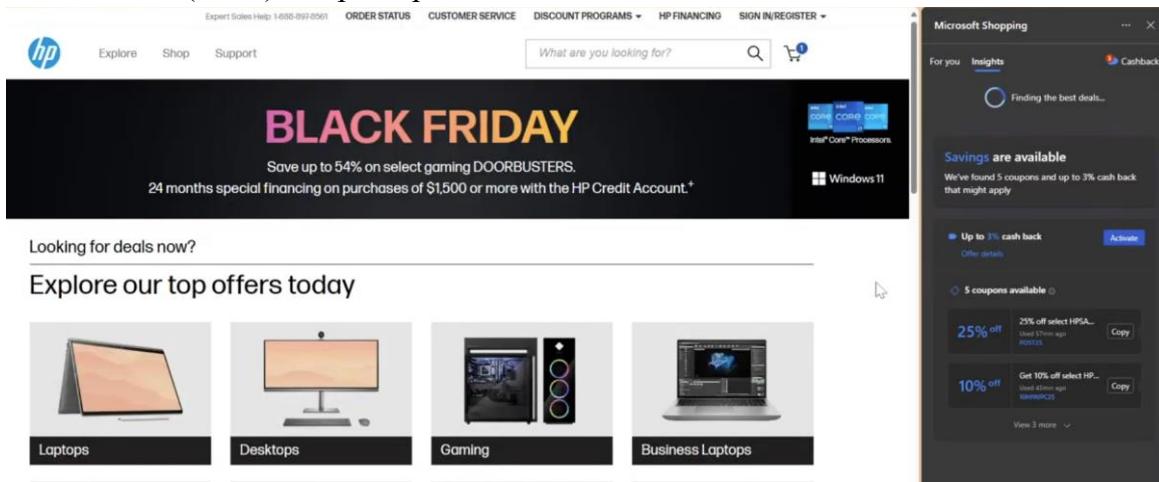
<sup>18</sup> *Id.*



**Figure 1.** Plaintiff Justin Tech Tips' YouTube video reviewing the Corsair Vengeance i8300, which features affiliate links to HP Products, among others, in the video's description.

112. In the images above, a viewer of one of Justin Tech Tips' YouTube videos can see and click on affiliate links posted in the description of the video, including the highlighted link for

1 Hewlett Packard (“HP”) computer products.



9 **Figure 2.** A prospective buyer navigates to HP’s website from Justin Tech Tips’ affiliate link. Microsoft Shopping  
10 has not yet been activated.

113. As shown above, a user who navigates to the HP website through the highlighted  
11 link and places a product in the shopping cart will see that “[s]avings are available” through the  
12 Microsoft Shopping browser extension.



19 **Figure 3.** A view of the relevant cookie values when an online shopper goes to purchase an HP product through the  
20 affiliate link for Justin Tech Tips, before the Microsoft Shopping browser extension has been activated.

21 114. Before the user activates the Microsoft Shopping extension by selecting cashback  
22 or a coupon, the cookies on the website accurately depict “Justin+Tech+Tips+LLC” as the driver  
23 of the sale, as shown in the image above.

24 115. As such, Justin Tech Tips would earn a commission for this purchase if the  
25 consumer completed the purchase without activating the Microsoft Shopping extension.

26 116. However, during checkout, the buyer is prompted to “Activate” cashback rewards  
through the Microsoft Shopping browser extension. If the buyer clicks “Activate,” Microsoft

1 displaces all cookies linking Justin Tech Tips as the rightful referrer for purposes of earning the  
 2 commission, as shown below.

10 **Figure 4.** Once cashback rewards are activated, all cookies previously associated with “Justin+Tech+Tips+LLC”  
 11 are replaced with “Microsoft+Shopping,” thereby depriving Justin Tech Tips of earning any commission from the  
 12 sale of the product and giving credit to Microsoft.

13 117. **Plaintiff Brad Colbow** (Colbow Design LLC) has his own affiliate links with  
 14 Walmart.com. Walmart is able to track purchases made via Mr. Colbow’s affiliate links by tracking  
 15 particular cookies on its website, such as an “AID cookie” that corresponds with Mr. Colbow’s  
 16 affiliate referral code, which is “52269.”

17 118. When a user clicks on the Walmart affiliate marketing links posted by Mr. Coblow,  
 18 and the user proceeds to add products to the user’s online shopping cart, the corresponding AID  
 19 cookie will attribute referral and sale of the product to Mr. Colbow, thereby crediting him with the  
 20  
 21  
 22  
 23  
 24  
 25  
 26

1 sale and corresponding commission payment, as indicated in the image below.

Icon indicating Microsoft Shopping not yet active - but prompting activation with 3 notifications

AID cookie value correctly credits affiliate referrer (imp\_52269)

Cookie Value

wmlspartner=imp\_52269; reflectorid=imp\_WsowUZ0twycTZeVAe1Tj0GZUksyJEU11yZXTk0:lastupd=1744063361648

12 **Figure 5.** When a user clicks on Mr. Colbow's affiliate link for a digital drawing tablet and is directed to Walmart.com, the AID cookie value correctly credits Mr. Colbow for the referral prior to the activation of Microsoft Shopping.

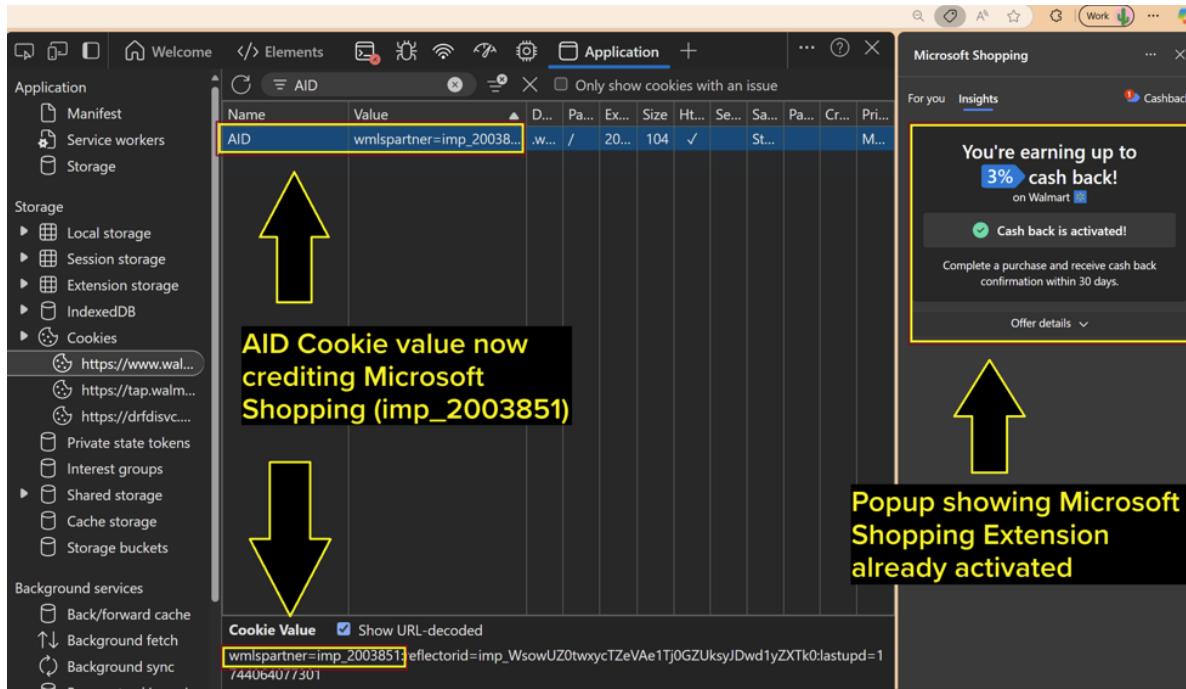
13 119. However, during the checkout process described above, the Microsoft Shopping  
14 browser extension displays a popup offering "up to 3% cash back" by clicking "OK", as shown  
15 below.

Correct "AID" cookie value persists through checkout process

Microsoft Shopping popup showing extension not yet active (will activate upon clicking "OK")

26 **Figure 6.** Mr. Coblow's AID cookie value (52269) on Walmart.com that ensures his eligibility to receive a commission from Walmart persists through the checkout process prior to the activation of Microsoft Shopping.

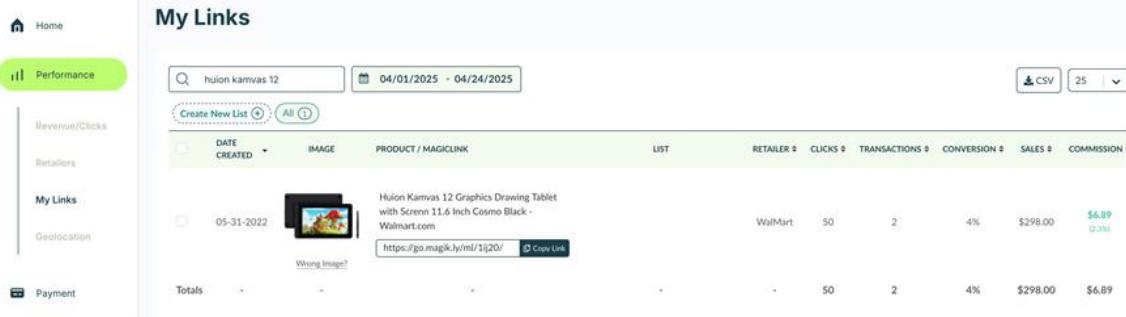
1       120. If the user activates the Microsoft Shopping browser extension during checkout by  
 2 clicking “OK” to participate in the cash back rewards program, Microsoft wrongfully removes Mr.  
 3 Colbow’s AID cookie and replaces it with Microsoft’s AID cookie (wmlspartner=\_2003851),  
 4 thereby taking credit for the referral and corresponding commission payment for that particular  
 5 product, as displayed below.



16       **Figure 7.** Upon clicking “OK” to activate Microsoft cash back, the AID cookie value for the same product is  
 17 replaced with a value that is associated with Microsoft (“2003851”), thereby depriving Mr. Colbow of his rightful  
 18 commission for referral and sale of the product.

19       121. In the scenario discussed above, Mr. Colbow normally would receive a commission  
 20 from Walmart for generating a sale through his affiliate link. In fact, in an actual transaction on  
 21 April 24, 2025, Mr. Colbow did receive a commission for a purchase made from one of his affiliate  
 22 links where the Microsoft Shopping extension had not been activated. Prior to that purchase, Mr.  
 23 Colbow had received two separate commission payments for unrelated purchases of that same  
 24  
 25  
 26

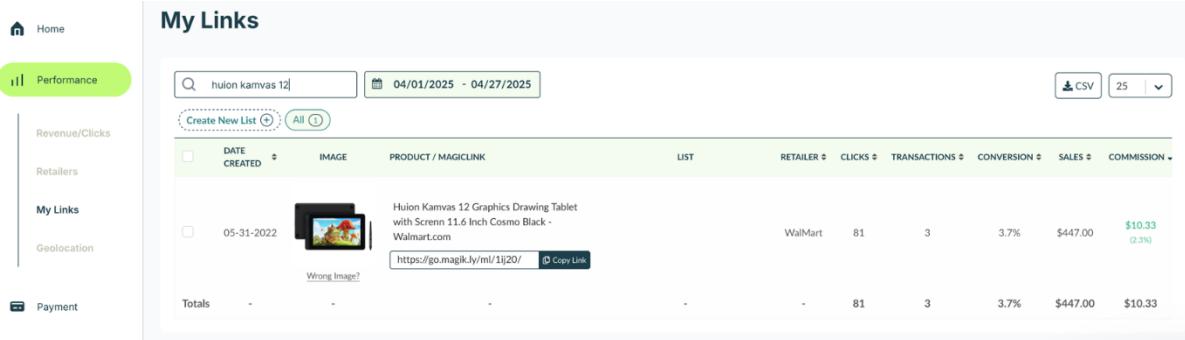
1 product for the period of April 1, 2025 to April 24, 2025, as demonstrated below:



7 **Figure 8.** Screenshot (captured on April 24, 2025) showing two total transactions generated from Mr. Colbow's  
8 affiliate link for the Huion Karma 12 Graphics Drawing Tablet. Mr. Colbow had earned \$6.89 in commission  
9 payments as a result of the two transactions.

10 122. On April 24, 2025, after the above screenshot of Mr. Colbow's affiliate dashboard  
11 was captured, the same product (a Huion Karma 12 Graphics Drawing Tablet) was purchased  
12 through Mr. Colbow's affiliate link and did not activate the Microsoft Shopping extension during  
13 the transaction. Later that same day, a subsequent purchase for the same product was made, again  
14 using Mr. Colbow's affiliate link. However, for the second transaction, Microsoft Cashback  
15 rewards was activated.

16 123. Both items shipped on April 26, 2025—at which point Mr. Colbow should have  
17 been eligible to receive a commission for both transactions. However, as captured by Mr. Colbow's  
18 affiliate marketing dashboard, he only received a commission payment for the *first* transaction—  
19 in which Microsoft Shopping was never activated. He did not receive a commission payment for  
20 the second transaction where Microsoft Shopping Cashback was activated.

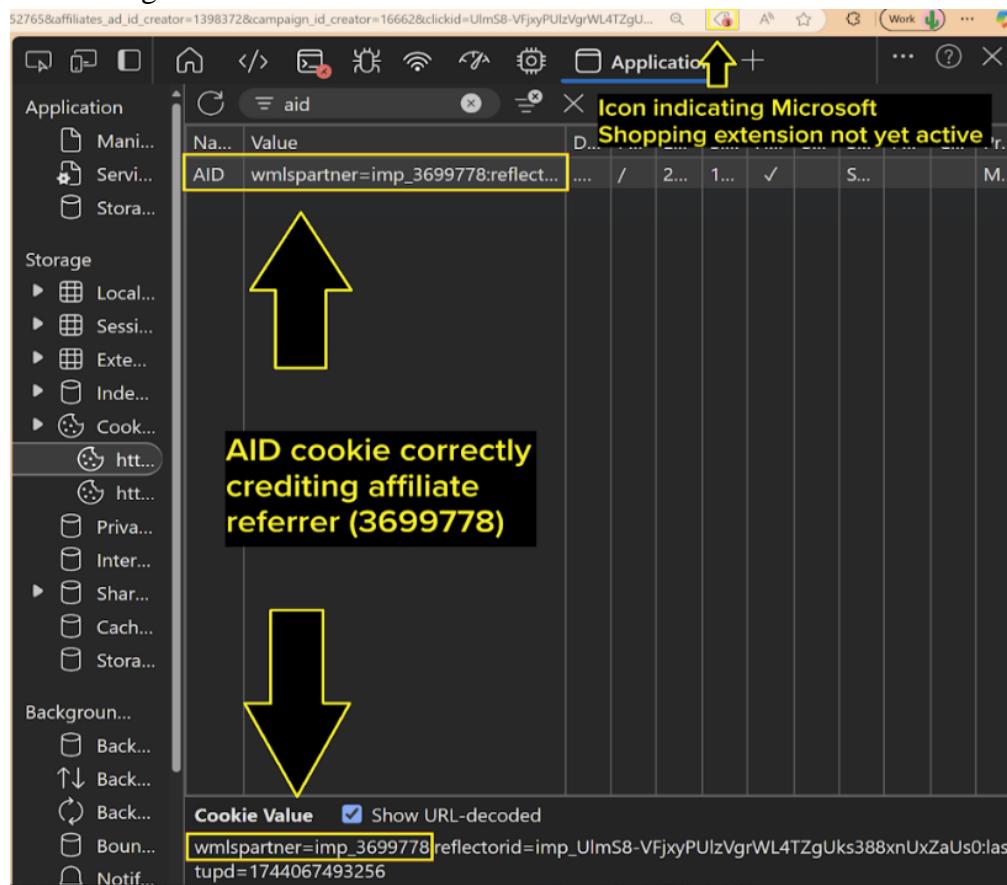


21 **Figure 9.** Screenshot (captured on April 27, 2025) showing three total transactions generated from Mr. Colbow's  
22 affiliate link for the Huion Karma 12 Graphics Drawing Tablet. Following the first transaction, Mr. Colbow's total  
23 commission payments rose to \$10.33.

124. Thus, Mr. Colbow's affiliate links generated at least four transactions for the Huion  
 2 Karma drawing tablet between April 1, 2025 and April 27, 2025. However, Mr. Colbow only  
 3 received three commission payments—apparently for no reason other than that Microsoft  
 4 Shopping Cashback was activated for the fourth transaction.

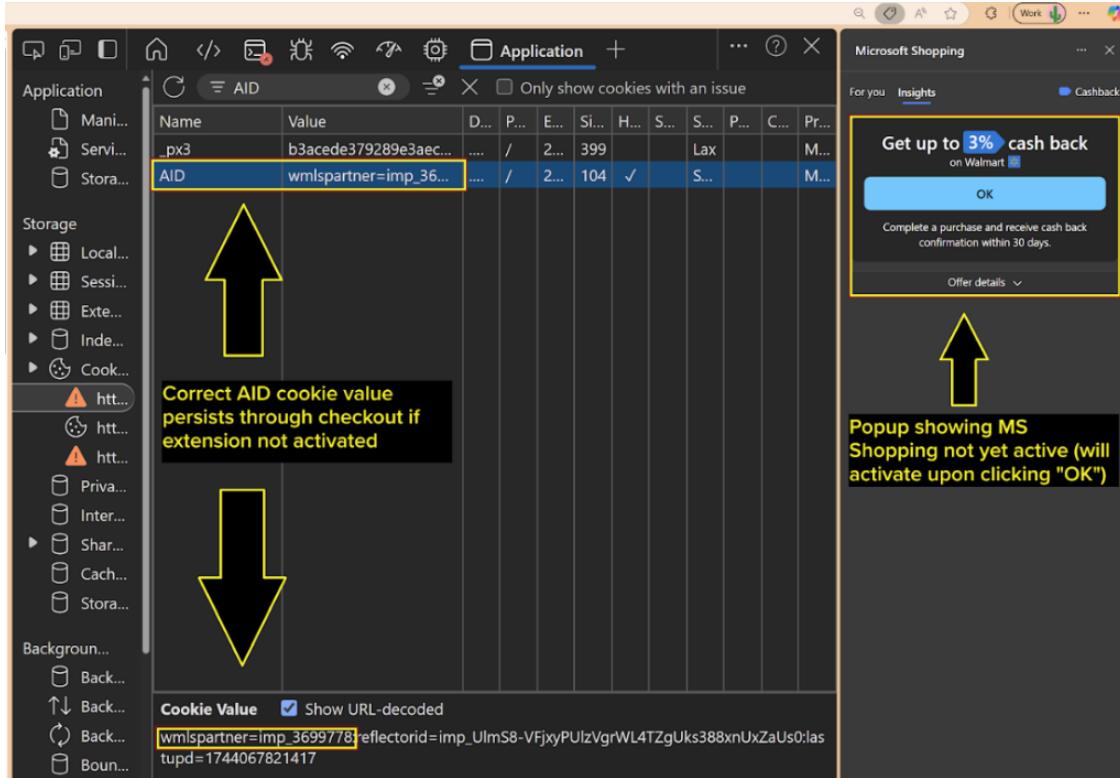
125. **Plaintiff Daniel Perez** also partners with Walmart to post affiliate links and is  
 6 subject to this same wrongful conduct by Microsoft when Microsoft Shopping is activated. Under  
 7 normal circumstances, Walmart compensates Mr. Perez for his purchase referrals through his AID  
 8 cookie value (3699778).

126. For instance, if an online shopper follows Mr. Perez's affiliate link for a digital  
 10 drawing tablet on Walmart.com, the AID cookie value correctly credits Mr. Perez for the referral,  
 11 as shown in the image below.



26 **Figure 10.** Online shopper following Mr. Perez's affiliate link for a digital drawing tablet on Walmart.com, where  
 the AID cookie value correctly credits Mr. Perez for the referral prior to the activation of Microsoft Shopping.

127. This AID cookie value persists through the checkout process, during which a popup  
 2 encourages users to activate the Microsoft Shopping browser extension by clicking “OK” to “[g]et  
 3 up to 3% cash back”, as shown below.

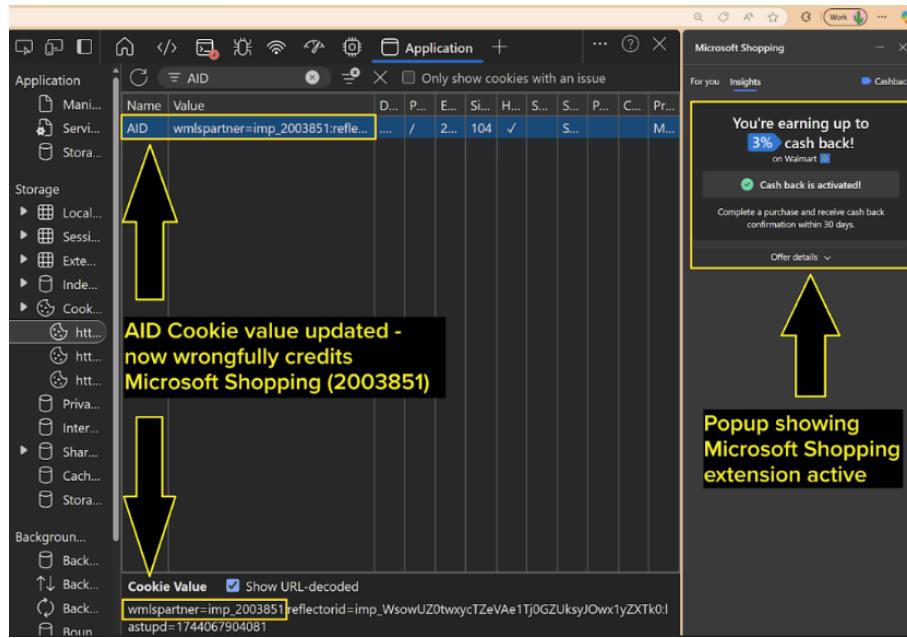


16 **Figure 11.** Mr. Perez’s AID cookie value (3699778) on Walmart.com that ensures his eligibility to receive a  
 17 commission persists through checkout process prior to the activation of Microsoft Shopping.

128. If the user clicks “OK” to activate the Microsoft Shopping browser extension  
 19 during checkout, Microsoft wrongfully removes Mr. Perez’s AID cookie and replaces it with a  
 20 different AID cookie (wmlspartner=\_2003851), thereby taking credit for the referral and  
 21 wrongfully obtaining the corresponding commission payment for that particular product, as shown  
 22 below.

129. Notably, once the purchaser activates Microsoft cash back, the “AID” cookie value  
 23 is substituted with the same Microsoft AID cookie value (“2003851”) as the “AID” cookie value  
 24

1 in the previous example where Mr. Colbow's "AID" cookie was replaced.



12 **Figures 12.** Upon clicking "OK" to activate Microsoft cash back, the AID cookie value for the same product is  
 13 replaced with a value associated with Microsoft ("2003851"), thereby depriving Mr. Perez of his rightful  
 14 commission for referral and sale of the product.

15       130. Throughout this process, users are unaware that the activation of Microsoft's cash  
 16 back rewards diverts commissions from Content Creators and affiliates like Brad Colbow and  
 17 Daniel Perez who were instrumental in referring their followers to purchase the product.

18       131. **Plaintiff David Hiser** posts affiliate links on his YouTube channel "Fate  
 19 Unbound." One of his YouTube videos includes an affiliate link through the online merchant  
 20 Wolfbox. Buyers who click on the link are directed to Wolfbox's product page for its "MegaVolt23  
 21 Jump Starter" where, upon completion of purchase, Mr. Hiser is entitled to a commission for the  
 22 sale.

23       132. As shown below, when an online shopper navigates to Wolfbox from Mr. Hiser's  
 24 affiliate link, the cookie value correctly credits Mr. Hiser's YouTube channel as the affiliate

1 referral prior to activation of Microsoft Shopping.

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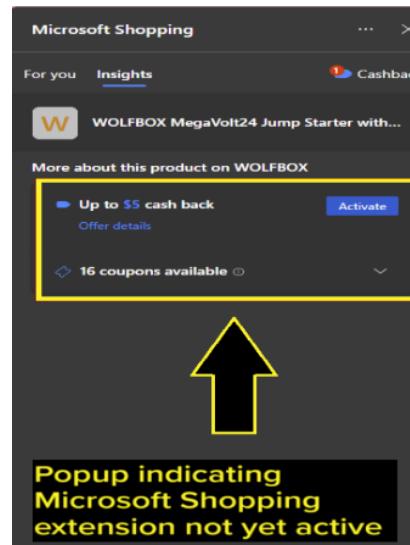
24

25

26

**Figure 13.** Online shopper navigates to Wolfbox from affiliate link posted by David Hiser's YouTube channel "Fate Unbound." Prior to activation of Microsoft Shopping, "Fate%20Unbound" is correctly credited as the affiliate referrer.

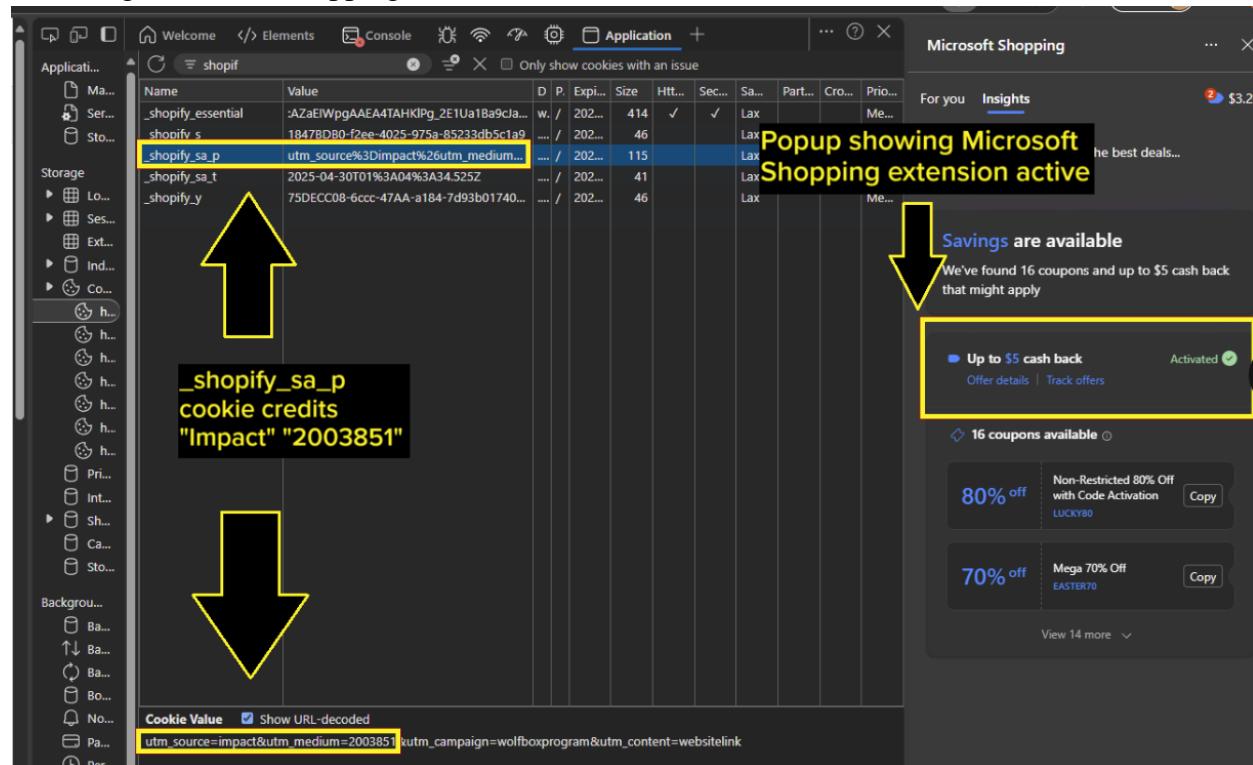
133. However, during the checkout process, Microsoft Shopping prompts the purchaser to hit "Activate" to earn "Up to \$5 cash back," as shown below.



**Figure 14.** Microsoft Shopping browser extension popup during checkout process encouraging users to activate Microsoft Shopping.

1       134. As in the above examples, if the online shopper activates the Microsoft Shopping  
 2 browser extension by clicking “OK”, the affiliate cookie for Fate Unbound is replaced with an  
 3 entirely different cookie value, thereby depriving Mr. Hiser of his rightfully earned commission.

4       135. Notably, the Microsoft AID cookie value that is inserted below (2003851) is the  
 5 same value that replaced the affiliate cookies for Plaintiffs Brad Colbow and Daniel Perez upon  
 6 activating Microsoft Shopping Cashback rewards.



19       **Figure 15.** Upon clicking “OK” to activate Microsoft cash back, the AID cookie value for the same product is  
 20       replaced with a value associated with Microsoft (“2003851”), thereby depriving Mr. Hiser of his rightful  
 21       commission for referral and sale of the product.

22       136. **Plaintiff Madison Avenue Spy** (a/k/a “Storm Productions”) regularly earns  
 23 commissions through a number of merchant websites, including Mythersea. Buyers who click on  
 24 an affiliate link from Madison Avenue Spy for Mythersea products are directed to Mythersea’s  
 25 website where, upon completion of a purchase, Madison Avenue Spy is entitled to a commission  
 26 for the sale.

27       137. As shown below, when an online shopper navigates to Mythersea from an affiliate

1 link posted by Madison Avenue Spy, the cookie value correctly credits Madison Avenue Spy as  
 2 the affiliate referrer prior to activation of Microsoft Shopping.

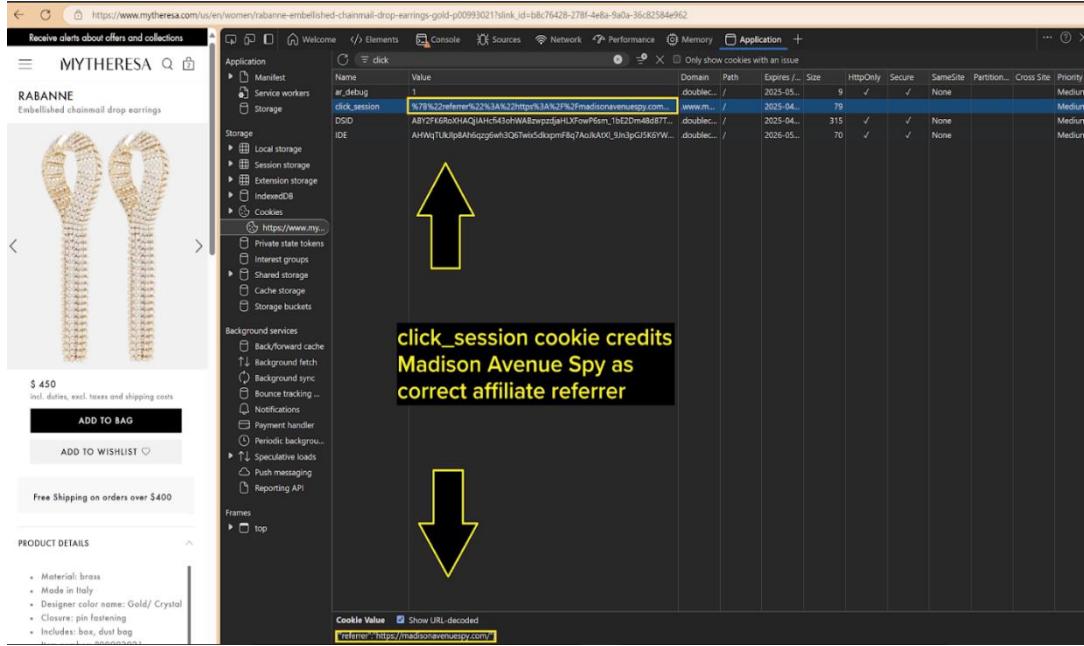
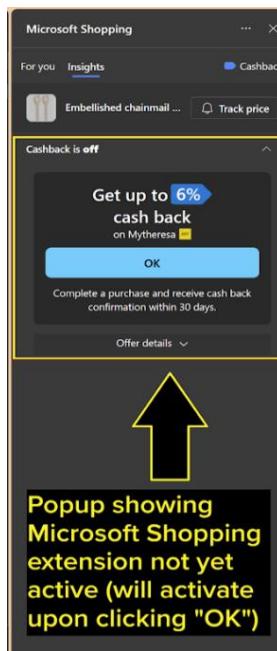


Figure 16. Online shopper navigates to Mythersea from affiliate link posted by Madison Avenue Spy. Prior to activation of Microsoft Shopping, Madison Avenue Spy is correctly credited as the affiliate referrer.

138. However, during the checkout process, the Microsoft Shopping browser extension  
 14 prompts users to activate the Microsoft Shopping browser extension by clicking “OK” to “[g]et up

1 to 6% cash back”, as shown below.



12 **Figure 17.** Microsoft Shopping browser extension popup during checkout process encouraging users to activate  
13 Microsoft Shopping.

14 139. As in the above examples, if the online shopper activates the Microsoft Shopping  
15 browser extension by clicking “OK”, the affiliate cookie for Madison Avenue Spy is removed,  
16 thereby depriving it of its rightfully earned commission.

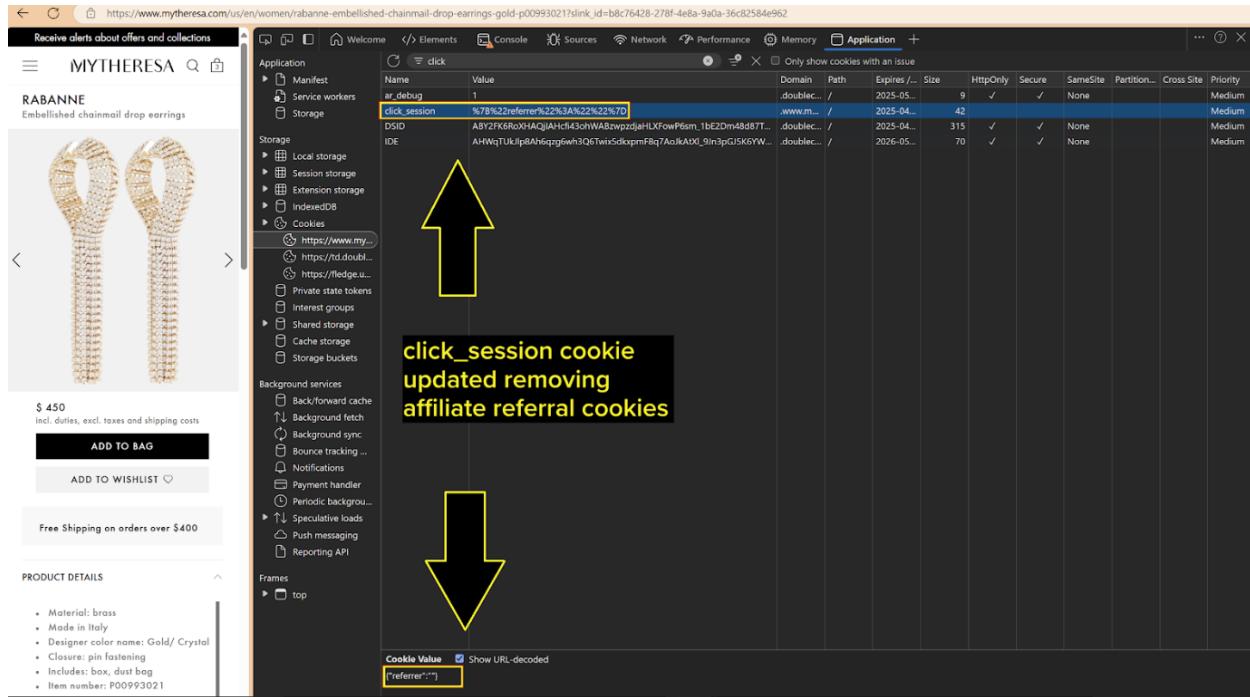


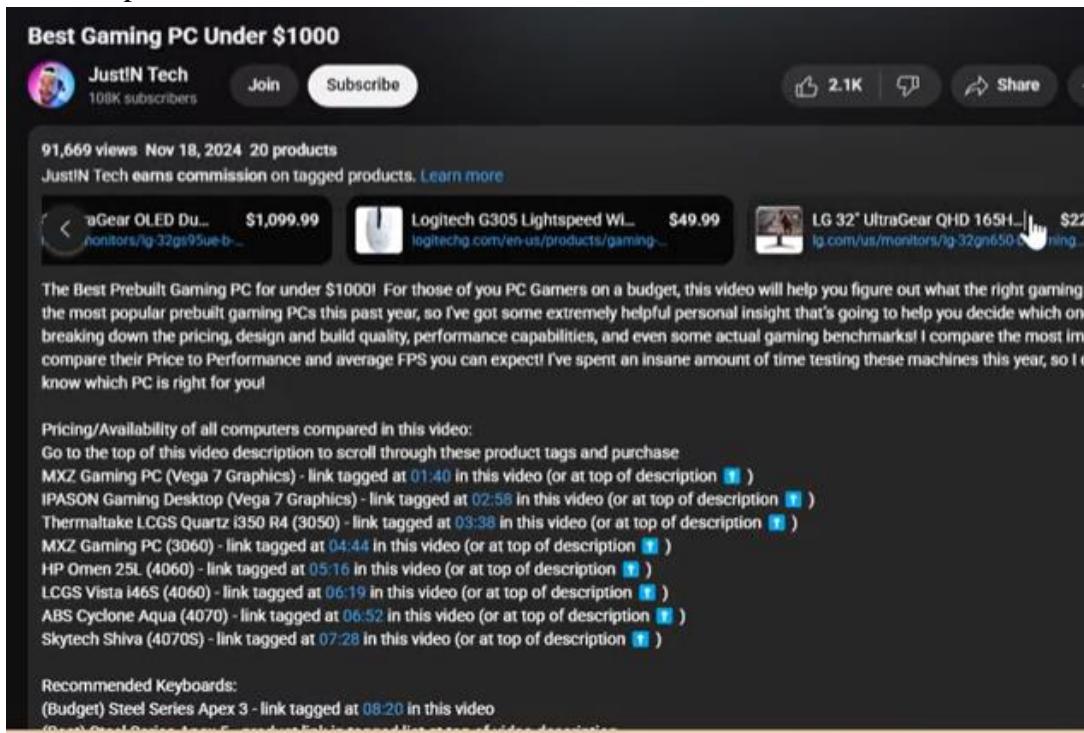
Figure 18. Upon activating cash back through Microsoft Shopping, the “referrer” field is updated, and “Madison Avenue Spy” is removed from all previously associated cookies.

### Scenario 2: Affiliate Codes Replaced by Microsoft Shopping Unsuccessful Coupon

140. In the second scenario, Microsoft Shopping replaces an affiliate cookie if an online user tries to apply coupons from Microsoft Shopping to the promotional code field in their shopping cart. Of particular concern, Microsoft will replace a Content Creator’s associated cookies even if no valid coupons are identified.

141. As shown in the image below, viewers of Justin Tech Tips’ YouTube video on “Best Gaming PC Under \$1000” are provided with affiliate links in the description of the video,

1 which relate to products discussed in the video.



13 **Figure 19.** Affiliate links in the description of Justin Tech Tips' YouTube video on "Best Gaming PC Under  
14 \$1000," including for the "LG 32" UltraGear QHD 165H."

15 142. If the viewer clicks on the "LG 32" UltraGear QHD 165H" affiliate link, the viewer  
16 will be directed to LG's website for that specific product, and Justin Tech Tips is eligible to receive  
17 a commission for the purchase of any product within a commissionable category on LG's website,  
18 such as laptops, gaming monitors, appliances, speakers, and soundbars.

19 143. Thus, if a viewer clicks the LG affiliate link for Justin Tech Tips and adds any  
20 product in a commissionable category to the shopping cart, before activating the Microsoft  
21 Shopping browser extension, the cookie values properly refer to "Affiliate 6521739", which is the  
22 affiliate code associated with Justin Tech Tips' account in his merchant agreement with LG

1 Electronics, as shown in the image below.

Name	Value	Dom...	Path	Expir...	Size	Http...	Secure	Sam...	Parti...	Cross...	Priori...
_attentive_ss_referrer	https://www.lg.com/us/monitor...	www...	/	2025...	195	✓					Medi...
_attentive_utm_param_medium	affiliate	www...	/	2025...	195	✓					Medi...
<b>_attentive_utm_param_source</b>	<b>cj-affiliate-6521739</b>	www...	/	2025...	195	✓					Medi...
<b>ps-utparam</b>	<b>utm source</b>	www...	/	2025...	3248	✓	✓	None			Medi...
uids	eyJ0ZW1wUlEcyl6eylhZGtcm...	adn...	/	2025...	3248	✓	✓	None			Medi...

9 **Figure 20.** The cookie values for the LG product in the purchaser's cart before the Microsoft Browsing shopping  
10 extension is activated properly reflect the Justin Tech Tips affiliate code.

11 144. However, when the shopper goes to complete the purchase, the Microsoft Shopping  
12 browser extension suggests coupon codes. As shown below, one of the coupon codes suggested  
13 by Microsoft Shopping was unsuccessful.

21 **Figure 21.** The Microsoft Shopping browser extension prompts users to enter coupon codes, including coupon codes  
22 that are invalid or otherwise dysfunctional.<sup>19</sup>

23 145. Even though this coupon code was unsuccessful and provided no value to the user,  
24 Microsoft Shopping nevertheless still replaced the affiliate code for Justin Tech Tips with its own  
25 affiliate code, which deprives Justin Tech Tips of payment and wrongfully diverts that affiliate

26 <sup>19</sup> Note that the "\$200.00" in "Total Savings" reflects the sales price of the item in the cart, not the successful  
application of a coupon.

1 commission to Microsoft, as show in the image below.

Name	Value	Dom...	Path	2 new cookies -	rti...	Cross...	Priori...
attentive_utm_param_campaign	b2c_xbu_x_aon-cj-affiliat-t...	www...	/	_attentive_utm_param_campaign"	✓	Medi...	Medi...
attentive_utm_param_content	dpx_en.%2520x_1503930...			"_attentive_utm_param_content"	✓	Medi...	Medi...
attentive_utm_param_medium	affiliate				✓	Medi...	Medi...
attentive_utm_param_source	cj-affiliate-4938167				✓	Medi...	Medi...
ps-utparam	utrm_source,utm_campaign				✓	Medi...	Medi...
uids	eyJ0ZW1wUlEcylGeyJhZ...	adn...	/	Updated "ps-utparam" cookie value	✓	None	Medi...

10 **Figure 22.** Cookie values after an online shopper unsuccessfully attempted to enter coupon suggested through  
 11 Microsoft Shopping, showing that the affiliate cookie for Justin Tech Tips (“Affiliate 6521739”) is replaced with an  
 12 affiliate value (“Affiliate 4938167”) credited to Microsoft and/or its affiliate partners.

13 146. Thus, Microsoft Shopping replaced the affiliate cookies for Justin Tech Tips despite  
 14 failing to find a valid coupon for the LG product in the online shopper’s cart.

15 147. The above scenario is not unique to Plaintiff Justin Tech Tips. If activated, either  
 16 through cashback rewards or coupons, Microsoft Shopping can and will replace the affiliate  
 17 cookies for other Content Creators.

18 148. **Plaintiff Aaron Ramirez** promotes products through his YouTube Channel of the  
 19 same name and provides affiliate marketing links to those products. Mr. Ramirez works with  
 20 “Magiclinks” to streamline his affiliate links for various online merchants, including Express.com.

21 149. As shown below, when a viewer follows Mr. Ramirez’s unique affiliate marketing  
 22 link to Express.com, a cookie is set that identifies “Magiclinks” as the source of the referral and  
 23 the “campaign” cookie has a value of “52269”—which corresponds with Mr. Ramirez’s affiliate

1 code to give him credit for the sale.

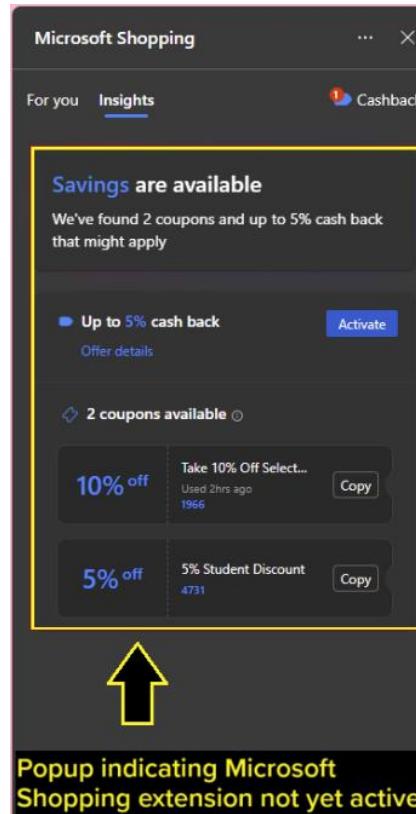
Name	Value	Do...	Path	Ex...	Size	Htt...	Se...	Sa...	Par...	Cr...	Pri...
_attentive_utm_param_campaign	52269	w...	/	20...	35	✓					Me...
_attentive_utm_param_content	681165039e6...	w...	/	20...	53	✓					Me...
_attentive_utm_param_medium	affiliate	w...	/	20...	37	✓					Me...
_attentive_utm_param_source	MagicLinks	w...	/	20...	38	✓					Me...
uws_rate_comparators	%78%22globa...	ex...	/	20...	67	✓	No...				Me...

12 **Figure 23.** Cookie values at Express.com showing that “MagicLinks” is rightfully credited as the appropriate  
13 referral source and the campaign cookie value “52269” corresponds with Mr. Ramirez’s affiliate marketing code.

140. Thus, when one of Mr. Ramirez’s viewers clicks on his affiliate marketing link and  
15 adds products to their shopping cart at express.com, Mr. Ramirez’s unique affiliate marketing  
16 tag—which is set as a cookie with the value “52269”—attaches to the shopping session and  
17 attributes the referral and sale of the product to Mr. Ramirez. As a result, Mr. Ramirez is credited  
18 with the sale and corresponding commission payment if the sale is completed with the campaign  
19 cookie set to “52269” and the source cookie set to “MagicLinks.”

20 151. However, as depicted below, if the shopper who clicked on Mr. Ramirez’s affiliate  
21 link also has the Microsoft Shopping extension on their internet browser, Microsoft will prompt

1 the user to try to apply coupons and cash back in the checkout process.

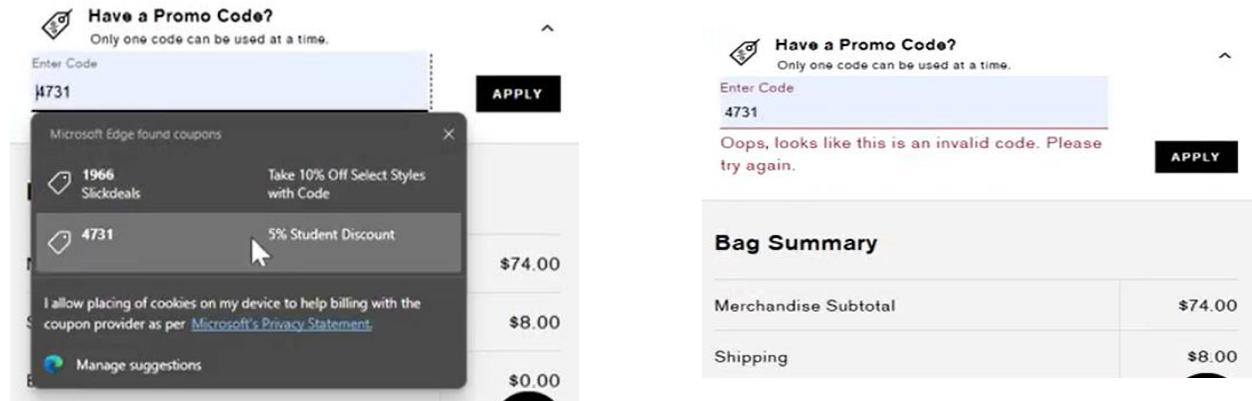


14 **Figure 24.** Screenshot taken during the checkout process prior to the user activating Microsoft Shopping, which  
15 prompts the user to copy coupon codes or apply cashback rewards.

16 152. If the user clicks the button to “Copy” any of the coupon codes listed in the  
17 Microsoft Shopping extension, Microsoft wrongfully removes all affiliate marketing cookies  
18 associated with Mr. Ramirez and MagicLinks and replaces the cookie “source” as “Bing Rebates  
19 by Microsoft” and the campaign value as “2003851.”

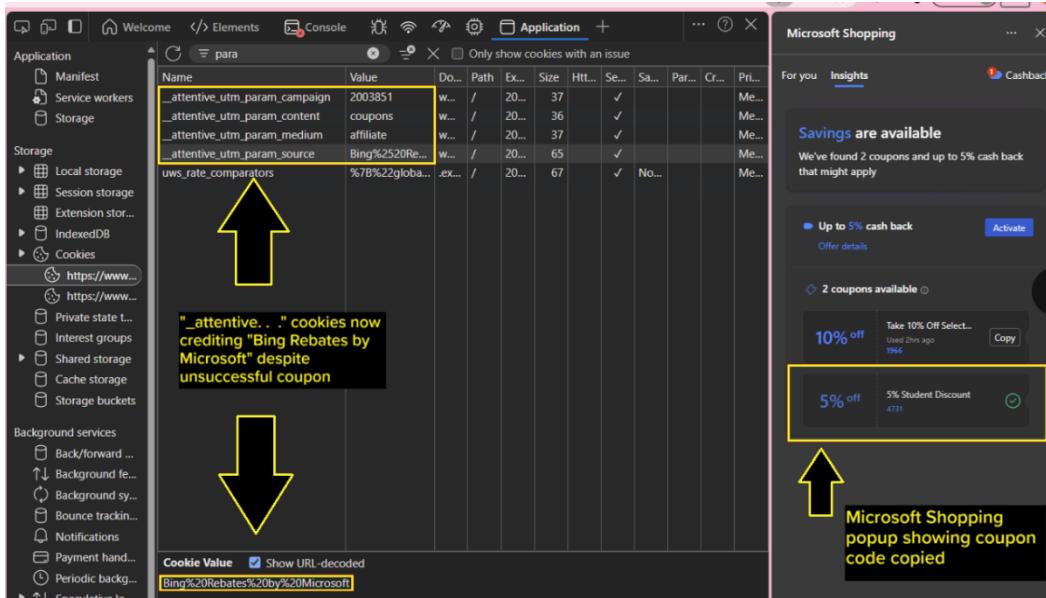
20 153. However, the “coupon” that Microsoft Shopping recommends (4731) for a “5%  
21  
22  
23  
24  
25  
26

1 Student Discount" does not actually work, as depicted in the images below.



8 **Figure 25.** Microsoft Shopping auto-populates the same coupons in the "promo code" field at checkout that appear  
9 in the Microsoft Shopping window. However, the proposed code "4731" does not work and provides no discount.

10 154. Thus, despite the fact that Mr. Ramirez referred the purchaser to Express.com—not  
11 Microsoft—and despite the fact that Microsoft Shopping's proposed "5% off" coupon code (4731)  
12 is invalid and provides no actual benefit to the purchaser, Microsoft wrongfully replaces Mr.  
13 Ramirez's affiliate cookies with its own.



14 **Figure 26.** Once the purchaser clicks the "Copy" button for Microsoft Shopping's proposed coupon code (4731),  
15 Microsoft replaces Mr. Ramirez's campaign and source cookies ("52269" and "Magic Links", respectively) with its  
16 own campaign and source cookies ("2003851" and "Bing Rebates by Microsoft", respectively).

17 155. Thus, Microsoft Shopping has wrongfully taken credit for the referral of certain  
18 products and the corresponding sales commissions from Plaintiffs and Class Members—even  
19 where Microsoft Shopping failed to identify any valid coupons for the sale.

1       **E. Microsoft Shopping Has Wrongfully Diverted Affiliate Commissions from Plaintiffs**

2       156. Microsoft, as the internet browser operator for Microsoft Edge, has unique access  
 3 to the cookies and other information associated with online transactions made on the Edge browser,  
 4 and therefore Microsoft has knowledge and information regarding the affiliate commissions that  
 5 it has wrongfully diverted from Plaintiffs and Class Members. Microsoft also receives and retains  
 6 logs reflecting these transactions and cookie replacements, especially given that Microsoft controls  
 7 the primary browser—Microsoft Edge—on which Microsoft Shopping runs.

8       157. In addition to Microsoft's own knowledge and information, it is a near statistical  
 9 certainty that affiliates with at least 300 purchases for which they were eligible to receive a  
 10 commission did in fact have at least one of those commissions taken by Microsoft Shopping as a  
 11 result of the cookie swapping conduct discussed above.

12       158. Plaintiffs conducted a statistical analysis using a Monte Carlo simulation to model  
 13 the probability of Microsoft Shopping taking an affiliate commission on various numbers of online  
 14 transactions.

15       159. Based on publicly available data, Plaintiffs estimated the probability that a cookie  
 16 swap occurred on Microsoft Shopping prior to receiving discovery on this issue from Microsoft.

17       160. For the analysis, Plaintiffs conducted Monte Carlo simulations for sets of 1,000  
 18 affiliate transactions, with different scenarios based on the total number of purchases for which a  
 19 Content Creator was eligible to receive compensation (100, 200, and 300). These simulations  
 20 modeled whether a purchaser was coming from a U.S. or non-U.S. location, the browser the  
 21 purchaser was using (Chrome, Safari, Firefox, Edge, or another browser), and whether the  
 22 purchaser had the Microsoft Shopping browser extension installed. The simulation included a  
 23 sensitivity analysis estimating the impact of various probabilities of a cookie swap occurring when  
 24 a simulated shopper is using the Microsoft Edge browser extension.

25       161. Microsoft Edge is the second most popular browser on desktops in the United  
 26

1 States, behind only Google Chrome.<sup>20</sup> Across all platforms (desktop, tablet, and mobile device),  
 2 Microsoft Edge is the third most popular browser both in the United States and worldwide, behind  
 3 only Google Chrome and Apple's Safari.<sup>21</sup> Accordingly, the simulations accounted for the  
 4 weighted probabilities of a user conducting their online shopping via these various browsers.

5 162. Although Microsoft Shopping has historically been available on Google Chrome  
 6 and Safari, the simulations conservatively only allowed the possibility of a cookie swap in those  
 7 instances where Microsoft Edge was identified as the applicable internet browser for a specific  
 8 transaction. With these variables in mind, the simulations calculate the likelihood that a Content  
 9 Creator with a given number of eligible affiliate purchases had at least one affiliate commission  
 10 taken as a result of the Microsoft Shopping browser extension. The results of this analysis are set

23  
 24 <sup>20</sup> *Desktop Browser Market Share United States Of America, Mar 2024 – Mar 2025*, STATCOUNTER: GLOBAL  
 25 STATS, <https://gs.statcounter.com/browser-market-share/desktop/united-states-of-america> (last visited Apr. 29,  
 26 2025).

<sup>21</sup> *Browser Market Share United States Of America, Mar 2024 – Mar 2025*, STATCOUNTER: GLOBAL STATS,  
 22 <https://gs.statcounter.com/browser-market-share/all/united-states-of-america> (last visited Apr. 29, 2025); *Browser  
 23 Market Share Worldwide, Mar 2024 – Mar 2025*, STATCOUNTER: GLOBAL STATS,  
 24 <https://gs.statcounter.com/browser-market-share> (last visited Apr. 29, 2025).

1 forth below.

Affiliate Purchases	Swap Probability	Affected Probability	Num Affected (Mean)	Num Affected (SD)
100	5.0%	56.4%	0.86	0.97
100	10.0%	84.2%	1.73	1.28
<b>100</b>	<b>20.0%</b>	<b>97.3%</b>	<b>3.41</b>	<b>1.75</b>
100	30.0%	99.7%	5.05	2.17
100	40.0%	99.9%	6.80	2.56
100	50.0%	100.0%	8.35	2.76
100	60.0%	100.0%	10.22	3.06
100	70.0%	100.0%	12.01	3.19
100	80.0%	100.0%	13.60	3.42
100	90.0%	100.0%	15.32	3.56
100	100.0%	100.0%	16.83	3.83
200	5.0%	82.1%	1.67	1.25
200	10.0%	96.1%	3.31	1.83
<b>200</b>	<b>20.0%</b>	<b>99.9%</b>	<b>6.83</b>	<b>2.59</b>
200	30.0%	100.0%	10.46	3.07
200	40.0%	100.0%	13.52	3.42
200	50.0%	100.0%	17.02	3.75
200	60.0%	100.0%	20.23	4.33
200	70.0%	100.0%	23.69	4.68
200	80.0%	100.0%	26.88	4.78
200	90.0%	100.0%	30.48	5.07
200	100.0%	100.0%	33.94	5.29
300	5.0%	93.0%	2.59	1.53
300	10.0%	99.1%	5.04	2.22
<b>300</b>	<b>20.0%</b>	<b>100.0%</b>	<b>10.10</b>	<b>3.17</b>
300	30.0%	100.0%	15.05	3.74
300	40.0%	100.0%	20.23	4.22
300	50.0%	100.0%	25.23	4.66
300	60.0%	100.0%	30.74	5.12
300	70.0%	100.0%	35.56	5.52
300	80.0%	100.0%	40.83	5.90
300	90.0%	100.0%	45.82	6.24
300	100.0%	100.0%	50.66	6.72

**Figure 27.** Monte Carlo Simulation & Sensitivity Analysis: Statistical Probability that Microsoft Took at Least One Purchase Commission in 100, 200, and 300 Affiliate Purchases

163. The results of the Monte Carlo analysis demonstrate that, even with the conservative assumption of a 20% probability that a cookie swap occurs when an online shopper is using Microsoft Edge, affiliates with as few as 100 purchases on which they are eligible to receive a commission have a 97.3% chance that at least one of their commissions would be taken by Microsoft. Stated differently, 973 times out of 1,000, at least one (and an average of 3.41) of

1 their commissions would be taken by Microsoft.

2 164. For an affiliate with 200 purchases that are eligible to receive a commission and the  
 3 conservative swap probability of 20%, there is a more than 99% chance that at least one of the  
 4 affiliate's commissions would be taken by Microsoft. Stated differently, 999 times out of 1,000, at  
 5 least one (and an average of 6.83) of their commissions would be taken by Microsoft.

6 165. Last, for an affiliate with 300 purchases that are eligible to receive a commission  
 7 and the same modest swap probability of 20%, there is a 100% chance that at least one of the  
 8 affiliate's commissions would be taken by Microsoft. That means that 1,000 times out 1,000, at  
 9 least one (and an average of 10) of their commissions would be taken by Microsoft.

10 **F. Damages & Harm**

11 166. At various points in time, Microsoft has offered cash back rewards and/or displayed  
 12 coupon codes for many if not all of the merchants with whom Plaintiffs and Class Members have  
 13 directly or indirectly partnered.

14 167. Many, if not all, of Plaintiffs' and Class Members' merchant partners use the last-  
 15 click attribution model.

16 168. Plaintiffs and Class Members were harmed by Microsoft's conduct because the  
 17 Microsoft Shopping browser extension systematically takes commission payments from their  
 18 rightful owners—i.e., the individuals who promoted and shared the affiliate links and generated  
 19 the referrals and ultimate sales of products or services.

20 169. Plaintiffs were harmed by Microsoft through the Microsoft Shopping browser  
 21 extension, which deprived them of referral fees and sales commissions that they earned as the  
 22 generators of those referrals and sales.

23 170. The Microsoft Shopping browser extension is activated during millions of online  
 24 purchases each year. In the absence of the Microsoft Shopping browser extension, Plaintiffs and  
 25 Class Members would have earned more money in the form of referral fees and sales commissions  
 26 from their respective affiliate links.

171. Plaintiffs continue to devote time and energy to content creation to generate commissions. Plaintiffs accordingly face future harm in the form of lost referral fees and sales commissions because the Microsoft Shopping browser extension continues to take affiliate marketing commissions to which they are entitled.

## **VI. STATUTE OF LIMITATIONS**

172. Plaintiffs did not know and through the exercise of reasonable diligence could not have known that Microsoft Shopping schemed to unlawfully take commissions from them. Microsoft Shopping did not disclose its affiliate-code-replacement scheme. Instead, Microsoft Shopping relied on technical complexity, user trust, the affiliate marketing process, and its own marketing to actively conceal its conduct.

173. The technical complexity of affiliate cookie replacements obscured Microsoft Shopping's actions. Microsoft Shopping's operations occurred entirely in the background of the online shopping process. As a pre-installed extension on Microsoft Edge, it integrated seamlessly with the browser and monitored user activity on shopping websites without any visible indication of its interference with affiliate cookies.

174. Microsoft Shopping relied on and abused user trust and permissions implicitly granted through the use of the Microsoft Edge browser and/or by creating a Microsoft Cashback rewards account. By requesting broad access to modify webpage content, Microsoft Shopping could replace affiliate codes as part of its purported coupon search process. Microsoft Shopping users were unaware of the technical details or implications of these permissions.

175. Content Creators had no direct visibility into this process. The substitution of Microsoft Shopping's affiliate cookie happened during the shopper's checkout, after the shopper had left the Content Creator's site. Content Creators had no mechanism to track whether their codes were being replaced or otherwise altered. Content Creators typically rely on reporting tools provided by affiliate programs to monitor clicks and commissions. However, these tools do not reveal if or when the affiliate codes were replaced mid-transaction, leaving Content Creators

1 unaware of the potential loss of revenue.

2 176. Microsoft Shopping's promotional messaging focused heavily on its consumer  
 3 benefits, such as saving money through automated coupon applications. This marketing diverted  
 4 attention from Microsoft Shopping's interactions with affiliate marketing. By framing itself as a  
 5 tool for user savings, Microsoft Shopping avoided scrutiny from both shoppers and Content  
 6 Creators regarding its broader impact on affiliate marketing.

7 177. Thus, any applicable statute of limitations has been tolled.

8 178. In addition, Microsoft's actions and omissions constitute overt acts that began a  
 9 new statute of limitations because those acts advanced the unfair objectives of the scheme. Each  
 10 replacement of an affiliate code constitutes a new and independent act that perpetuates the scheme.

## 11 **VII. CLASS ALLEGATIONS**

### 12 **NATIONWIDE CLASS**

13 179. Pursuant to Federal Rule of Civil Procedure 23(b)(2) and 23(b)(3), Plaintiffs seek  
 14 certification of the following nationwide class (the "Nationwide Class" or the "Class"):

15 **All Content Creators in the United States who lost revenue from their unique  
 16 affiliate links because Microsoft removed the affiliate cookie information of  
 17 the Content Creators.**

18 180. The Nationwide Class asserts claims against Microsoft for violations of the  
 19 Washington Consumer Protection Act (Count 1) and the Computer Fraud and Abuse Act (Count  
 20 2).  
 21

### **STATEWIDE SUBCLASSES**

22 181. Pursuant to Federal Rule of Civil Procedure 23(b)(2) and 23(b)(3), Plaintiffs seek  
 23 certification of state-by-state common law and consumer protection claims (Counts 3 through 19),  
 24 on behalf of separate statewide Subclasses for each State (the "Statewide Subclasses"), defined as  
 25 follows:  
 26

**All Content Creators in the State of [name of state] who lost revenue from  
 their unique affiliate links because Microsoft removed the affiliate cookie  
 information of the Content Creators.**

1       182. Excluded from the Nationwide Class and each Statewide Subclass are Microsoft,  
 2 any entity in which Microsoft has a controlling interest, and Microsoft's officers, directors, legal  
 3 representatives, successors, subsidiaries, and assigns. Also excluded from the Nationwide Class  
 4 and each Statewide Subclass are any judicial officer presiding over this matter, members of their  
 5 im-mediate family, and members of their judicial staff.

6       183. **Numerosity: Federal Rule of Civil Procedure 23(a)(1).** There are at least  
 7 thousands of members in the Nationwide Class and in each Subclass. The members of each Class  
 8 and Subclass are so numerous and geographically dispersed that individual joinder of all Class  
 9 Members is impracticable.

10       184. **Commonality and Predominance: Federal Rules of Civil Procedure 23(a)(2)**  
 11 **and 23(b)(3).** As to each Class and Subclass, this action involves common questions of law and  
 12 fact, which predominate over any questions affecting individual Class Members. These common  
 13 questions include:

- 14           A. Whether Microsoft used the Microsoft Shopping browser extension to  
 15 replace Content Creators' affiliate codes with its own;
- 16           B. Whether Microsoft received commissions that should have been properly  
 17 awarded to Content Creators;
- 18           C. Whether Microsoft unfairly took advantage of the operation of affiliate  
 19 codes in order to reap commissions for itself;
- 20           D. Whether Microsoft's conduct was knowing and willful;
- 21           E. Whether Microsoft actively concealed this conduct;
- 22           F. Whether Microsoft's practices were unfair and deceptive;
- 23           G. Whether Class Members consented to Microsoft's practices;
- 24           H. How much Microsoft profited from its practice;
- 25           I. Whether Microsoft is liable for damages; and
- 26           J. Whether Microsoft's conduct should be enjoined.

1       185. **Typicality: Federal Rule of Civil Procedure 23(a)(3).** As to each Class and  
 2 Subclass, Plaintiffs' claims are typical of other Class Members' claims because Plaintiffs and Class  
 3 Members were subjected to the same allegedly unlawful conduct and harmed in the same way.

4       186. **Adequacy of Representation: Federal Rule of Civil Procedure 23(a)(4).**  
 5 Consistent with Rule 23(a)(4), Plaintiffs are adequate representatives of the Class because  
 6 Plaintiffs are members of the Class and are committed to pursuing this matter against Defendant  
 7 to obtain relief for the Class. Plaintiffs have no conflicts of interest with the Class. Plaintiffs'  
 8 Counsel are competent and experienced in litigating class actions. Plaintiffs intend to vigorously  
 9 prosecute this case and will fairly and adequately protect the Class's interests.

10       187. **Predominance & Superiority. Federal Rule of Civil Procedure 23(b)(3).**  
 11 Consistent with Rule 23(b)(3), a class action is superior to any other available means for the fair  
 12 and efficient adjudication of this controversy, and no unusual difficulties are likely to be  
 13 encountered in the management of this class action. Common issues in this litigation also  
 14 predominate over individual issues because the issues discussed in the above paragraph on  
 15 commonality are more important to the resolution of this litigation than any individual issues. The  
 16 purpose of the class action mechanism is to permit litigation against wrongdoers even when  
 17 damages to individual plaintiffs may not be sufficient to justify individual litigation. Here, the  
 18 damages suffered by individual Plaintiffs and Class Members are relatively small compared to the  
 19 burden and expense required to individually litigate their claims against Microsoft, and thus,  
 20 individual litigation to redress Microsoft's wrongful conduct would be impracticable. Individual  
 21 litigation by each Class Member would also strain the court system. Individual litigation creates  
 22 the potential for inconsistent or contradictory judgments and increases the delay and expense to all  
 23 parties and the court system. By contrast, the class action device presents far fewer management  
 24 difficulties and provides the benefits of a single adjudication, economies of scale, and  
 25 comprehensive supervision by a single court.

188. **Risk of Prosecuting Separate Actions.** This case is appropriate for certification because prosecuting separate actions by individual proposed Class Members would create the risk of inconsistent adjudications and incompatible standards of conduct for Microsoft or would be dispositive of the interests of members of the proposed Class.

189. **Injunctive and Declaratory Relief.** Class certification is also appropriate under Rule 23(b)(2) and (c). Defendants, through their uniform conduct, acted or refused to act on grounds generally applicable to the Class as a whole, making injunctive relief appropriate to the Class as a whole. Plaintiffs seek prospective injunctive relief as a wholly separate remedy from any monetary relief.

## **VIII. CLAIMS ON BEHALF OF THE NATIONWIDE CLASS**

**COUNT ONE — VIOLATION OF WASHINGTON'S CONSUMER PROTECTION ACT,  
RCW §§ 19.86 *ET SEQ.***

190. Plaintiffs repeat and reallege the allegations contained in the Statement of Facts as if fully set forth herein.

191. Plaintiffs, other members of the Class, and Microsoft are “persons,” as defined by RCW § 19.86.010(1).

192. Microsoft advertised, offered, or sold goods or services in Washington and engaged in trade or commerce directly or indirectly affecting the people of Washington, as defined by RCW § 19.86.010(2).

193. Microsoft engaged in unfair or deceptive acts or practices in the conduct of trade or commerce, in violation of RCW § 19.86.020, including:

A. Designing, maintaining, and operating the Microsoft Shopping browser extension in such a matter as to misappropriate Plaintiffs and Class Members' commissions and referral fees;

B. Overwriting and replacing Plaintiffs and Class Members' affiliate tracking codes and cookies with Microsoft's tracking codes and cookies;

C. Misrepresenting that Plaintiffs and Class Members would earn all

1 commission payments for sharing affiliate links and generating the referral and ultimate  
 2 sale of products or services; and

3 D. Omitting, suppressing, and concealing the material fact that the Microsoft  
 4 Shopping browser extension systematically takes commission payments from Plaintiffs  
 5 and Class Members.

6 194. Microsoft's conduct further offends public policy and is immoral, unethical,  
 7 oppressive, or unscrupulous because it contravenes existing standards and norms in the affiliate  
 8 marketing industry that prohibit the use of cookie stuffing to divert affiliate commissions, and  
 9 caused substantial harm that greatly outweighs any possible utility from the conduct.

10 195. Microsoft acted intentionally, knowingly, and maliciously to violate Washington's  
 11 Consumer Protection Act, and recklessly disregarded Plaintiffs' and Class Members' rights.

12 196. Microsoft's conduct is injurious to the public interest because it violates RCW §  
 13 19.86.020, has injured persons, and had and has the capacity to injure persons. The acts complained  
 14 of herein are ongoing and/or have a substantial likelihood of being repeated.

15 197. As a direct and proximate result of Microsoft's unfair or deceptive acts or practices,  
 16 Plaintiffs and Class Members have suffered and will continue to suffer injury, ascertainable losses  
 17 of money or property, and/or monetary and non-monetary damages.

18 198. As a direct and proximate result of Microsoft's unfair methods of competition and  
 19 unfair or deceptive acts or practices, Plaintiffs and Class Members have suffered and will continue  
 20 to suffer injury, ascertainable losses of money or property, and/or monetary damages in that,  
 21 among other things, Plaintiffs and Class Members suffered economic injury by being deprived of  
 22 affiliate commissions they should have earned from referrals through their affiliate links.

23 199. Plaintiffs and Class Members seek an order enjoining the conduct complained of  
 24 herein and ordering Microsoft to take remedial measures to stop its conduct.

25 200. Plaintiffs and Class Members seek all monetary and non-monetary relief allowed  
 26 by law, including actual damages, treble damages under RCW § 19.86.090 for each Class Member

1 (up to \$25,000 per Class Member), injunctive relief, civil penalties, and attorneys' fees and costs.

2 **COUNT TWO — VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT, 18**  
 3 **U.S.C. § 1030 *ET SEQ.***

4 201. Plaintiffs repeat and reallege the allegations contained in the Statement of Facts as  
 if fully set forth herein.

5 202. The Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030, makes it unlawful  
 6 to “knowingly and with intent to defraud, access[] a protected computer without authorization, or  
 7 exceed[] authorized access, and by means of such conduct further[] the intended fraud and obtain[]  
 8 anything of value, unless the object of the fraud and the thing obtained consists only of the use of  
 9 the computer and the value of such use is not more than \$5,000 in any 1-year period.” 18 U.S.C.  
 10 § 1030(a)(4)).

11 203. 18 U.S.C. § 1030(g) provides a private right of action to “[a]ny person who suffers  
 12 damage or loss by reason of a violation of this section[.]”

13 204. Through the Microsoft Shopping built-in extension on Microsoft Edge, Microsoft,  
 14 knowingly and with intent to defraud, exceeded its authorized access to the computers of  
 15 consumers that use Microsoft Shopping, and through this conduct furthered its fraudulent scheme  
 16 to wrongfully obtain the affiliate commissions of Plaintiffs and Class Members.

17 205. Microsoft exceeded its authorized access to the computers of its consumers by  
 18 accessing and altering or removing tracking codes that Microsoft was not entitled to access and  
 19 alter or remove. Microsoft exceeded its authorized access by circumventing the technical  
 20 restrictions in place.

21 206. As described above, Microsoft has designed its browser extension in a manner that  
 22 requires users to actively engage with the browser extension—i.e., click buttons—in order to  
 23 receive a discount, search for coupons, or earn cash back. When a shopper clicks on the Microsoft

1 Shopping extension pop-up to copy available coupons or to activate cashback rewards, Microsoft  
 2 Shopping removes Plaintiffs' and Class Members' affiliate cookies and replaces it with its own.  
 3

4 207. Consumers of Microsoft Shopping did not grant Microsoft access that is necessary  
 5 to be able to alter tracking codes because consumers themselves do not have that access and cannot  
 6 overwrite tracking codes. From a browser's settings, a consumer can see the fact that tracking  
 7 codes are installed and can delete them. But a consumer cannot access and overwrite the tracking  
 8 codes.

9 208. Lacking permission to access and alter the tracking codes, Microsoft had to design  
 10 its extension to force users to click the extension in order to circumvent the technical restrictions  
 11 in place to allow the Microsoft Shopping extension to artificially "trick" the online merchant's  
 12 website into replacing the legitimate tracking codes of Plaintiffs and Class members with  
 13 Microsoft's illegitimate tracking codes.  
 14

15 209. Consumers of Microsoft Shopping do not expect the Microsoft Shopping extension  
 16 to operate in this manner or to alter this data, and the extension's cookie-swapping functionality is  
 17 not disclosed in the applicable terms of service or privacy policy, or in any information that is  
 18 disclosed to consumers who use the extension. Moreover, Microsoft Shopping is a built-in  
 19 extension that comes pre-installed on the Microsoft Edge browser, so Microsoft Edge users receive  
 20 even less exposure to Microsoft Shopping's terms of service or privacy policy than they would for  
 21 extensions requiring installation.  
 22

23 210. The Microsoft Shopping extension's code is executed in the browsers of computers  
 24 that are used in or affect interstate commerce, and thus meet the definition of "protected computer"  
 25 under the CFAA.  
 26

211. Microsoft's substitution of its own tracking codes for the tracking codes of

1 Plaintiffs and Class Members impairs the integrity and availability of the data contained in the  
 2 original affiliate cookies designating Plaintiffs and Class members as the proper parties to receive  
 3 affiliate commissions. Microsoft's cookie swapping disrupted the commission attribution process,  
 4 including communications between the merchant website and the merchant servers that attributed  
 5 the sale to a Class Member instead of Microsoft. As a result of this interruption of service, Plaintiffs  
 6 and Class Members have lost substantial revenue from the valuable commissions that were  
 7 improperly diverted to Microsoft. Thus, Plaintiffs and Class Members have suffered damages and  
 8 loss well in excess of \$5,000 during a year within the relevant period as a result of Microsoft's  
 9 conduct.

10  
 11 212. Plaintiffs and the Class seek compensatory damages, injunctive relief, and all other  
 12 legal or equitable relief available under the CFAA.  
 13

14 **IX. CLAIMS ON BEHALF OF THE STATEWIDE SUBCLASSES**

15 **CLAIMS ON BEHALF OF THE CALIFORNIA SUBCLASS**

16 **COUNT THREE — INTENTIONAL INTERFERENCE WITH CONTRACTUAL  
 17 RELATIONS**

18 213. The California Plaintiff identified above ("Plaintiff," for purposes of this Count),  
 19 individually and on behalf of the California Subclass, repeats and realleges the allegations  
 20 contained in the Statement of Facts as if fully set forth herein.

21 214. Plaintiff and California Subclass Members are engaged in ongoing, valid  
 22 contractual relationships with eCommerce merchants to promote products and services to  
 23 consumers in exchange for commissions, including as set forth herein. Under the terms of these  
 24 contracts, Plaintiff and California Subclass Members distribute affiliate links to refer consumers  
 25 to products and services sold or offered by the eCommerce merchants. In return, eCommerce  
 26 merchants provide Plaintiff and California Subclass Members with a referral fee or commission  
 payment if a consumer completes a transaction on the eCommerce merchant's website after

1 navigating to the merchant's website through an affiliate link distributed by Plaintiff and Florida  
 2 Subclass Members.

3       215. Microsoft knew or reasonably should have known of the economic relationships  
 4 between eCommerce merchants on the one hand and Plaintiff and California Subclass Members  
 5 on the other, whereby Plaintiff and California Subclass Members promote and provide affiliate  
 6 links to consumers for products or services on an eCommerce merchant's website in exchange for  
 7 receiving commissions from the eCommerce merchant for transactions credited to Plaintiff's and  
 8 California Subclass Members' affiliate links via last-click attribution. Microsoft knew that the  
 9 Microsoft Shopping extension monitors and logs a consumer's browsing activity and understood  
 10 that economic relationships such as those between affiliate marketers like Plaintiff and California  
 11 Subclass Members and eCommerce merchants are standard in the affiliate marketing industry.  
 12 Specifically, the Microsoft Shopping extension is designed to monitor and contemporaneously log  
 13 detailed information about a consumer's browsing activity, including the full-string URL of each  
 14 web page visited by a consumer. From these URLs, Microsoft knew when a consumer navigated  
 15 to a specific merchant's website using a specific affiliate's referral link and thus knew of the  
 16 existence of a commission-based economic relationship between the specific merchant and the  
 17 specific affiliate retailer.

18       216. Through use of the Microsoft Shopping extension, Microsoft diverts commission  
 19 payments from Plaintiff and California Subclass Members who promoted and shared an affiliate  
 20 link and generated the referral and ultimate sale of an eCommerce merchant's product or service.  
 21 Microsoft, via the Microsoft Shopping extension, replaces tracking tags that identify online  
 22 marketers as the source of the referral with its own tracking tags and holds itself out as the referrer  
 23 of the specific products and/or services even though the sale in question emanated from an online  
 24 marketer's affiliate marketing link. Through this misconduct, Microsoft intentionally interferes  
 25 with Plaintiff's and California Subclass Members' contracts with eCommerce merchants. This  
 26 conduct is independently wrongful, improper, and without justification as set forth herein,

1 including because it violates California's Unfair Competition Law, CAL. BUS. & PROF. CODE §§  
 2 17200 *et seq.*, the Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030, and the Washington  
 3 Consumer Protection Act, RCW §§ 19.86 *et seq.* This conduct is further wrongful, improper, and  
 4 without justification because it contravenes existing standards and norms in the affiliate marketing  
 5 industry that prohibit the use of cookie stuffing to divert affiliate commissions.

6 217. Microsoft knew that a breach or disruption of Plaintiff's and California Subclass  
 7 Members' contracts with eCommerce merchants was certain or substantially certain to occur as a  
 8 result of its conduct alleged herein. Specifically, Microsoft understood that the Microsoft Shopping  
 9 extension, when activated, overwrites and replaces any existing affiliate tracking codes. Microsoft  
 10 knew that when a consumer navigated to a specific merchant's website using an online marketer's  
 11 affiliate link and the Microsoft Shopping extension activated, the Microsoft Shopping extension  
 12 would overwrite and replace the existing online marketer's tracking code and replace it with  
 13 Microsoft's tracking code. Microsoft knew that the overwriting and replacement of existing  
 14 affiliate tracking codes by the Microsoft Shopping extension would result in Microsoft, rather than  
 15 the affiliate, being credited for the sale and cause eCommerce merchants to breach their  
 16 agreements with Plaintiff and California Subclass Members by paying Microsoft, instead of  
 17 Plaintiff and California Subclass Members, the monies that Plaintiff and California Subclass  
 18 Members rightfully earned as the true originators of sales arising from their affiliate marketing  
 19 links.

20 218. Microsoft's intentional conduct caused eCommerce merchants to breach their  
 21 agreements with Plaintiff and California Subclass Members by paying Microsoft, instead of  
 22 Plaintiff and California Subclass Members, the monies that Plaintiff and California Subclass  
 23 Members rightfully earned as the true originators of sales arising from their affiliate marketing  
 24 links.

25 219. As a direct and proximate result of Microsoft's interference with Plaintiff's and  
 26 California Subclass Members' contracts with eCommerce merchants, Plaintiff and California

1 Subclass Members suffered harm and economic injury by being deprived of commissions they  
 2 should have rightfully received pursuant to their contracts with eCommerce merchants for  
 3 providing referrals through their affiliate links. As a result of the above conduct, Microsoft is liable  
 4 to Plaintiff and California Subclass Members for damages in an amount to be determined at trial.

5 **COUNT FOUR — INTENTIONAL INTERFERENCE WITH PROSPECTIVE  
 ECONOMIC ADVANTAGE**

6 220. The California Plaintiff identified above (“Plaintiff,” for purposes of this Count),  
 7 individually and on behalf of the California Subclass, repeats and realleges the allegations  
 8 contained in the Statement of Facts as if fully set forth herein.

9 221. Plaintiff and California Subclass Members are engaged in an economic relationship  
 10 with eCommerce merchants whereby Plaintiff and California Subclass Members refer their  
 11 followers to merchants through affiliate links and in exchange for receiving referral fees or  
 12 commissions from the eCommerce merchant when a consumer uses their specific affiliate link to  
 13 access the eCommerce merchant’s website and complete a purchase of a product or service.  
 14 Plaintiff and California Subclass Members are engaged in ongoing economic relationships with  
 15 eCommerce merchants, including as set forth herein. Based on the length and extent of these  
 16 relationships, Plaintiff and California Subclass Members reasonably expect to continue earning  
 17 commissions in exchange for referring consumers to eCommerce merchants.

18 222. Microsoft knew or reasonably should have known of the economic relationships  
 19 between eCommerce merchants on the one hand and Plaintiff and California Subclass Members  
 20 on the other, whereby Plaintiff and California Subclass Members promote and provide affiliate  
 21 links to consumers for products or services on an eCommerce merchant’s website in exchange for  
 22 receiving commissions from the eCommerce merchant for transactions credited to Plaintiff’s and  
 23 California Subclass Members’ affiliate links via last-click attribution. Microsoft knew that the  
 24 Microsoft Shopping extension monitors and logs a consumer’s browsing activity and understood  
 25 that economic relationships such as those between affiliate marketers like Plaintiff and California  
 26 Subclass Members and eCommerce merchants are standard in the affiliate marketing industry.

1 Specifically, the Microsoft Shopping extension is designed to monitor and contemporaneously log  
 2 detailed information about a consumer's browsing activity, including the full-string URL of each  
 3 web page visited by a consumer. From these URLs, Microsoft knew when a consumer navigated  
 4 to a specific merchant's website using a specific affiliate's referral link and thus knew of the  
 5 existence of a commission-based economic relationship between the specific merchant and the  
 6 specific affiliate retailer.

7 223. Through use of the Microsoft Shopping extension, Microsoft diverts commission  
 8 payments from Plaintiff and California Subclass Members who promoted and shared an affiliate  
 9 link and generated the referral and ultimate sale of an eCommerce merchant's product or service.  
 10 Microsoft, via the Microsoft Shopping extension, replaces tracking tags that identify online  
 11 marketers as the source of the referral with its own tracking tags and holds itself out as the referrer  
 12 of the specific products and/or services even though the sale in question emanated from an online  
 13 marketer's affiliate marketing link. This conduct, which interferes with Plaintiff's and California  
 14 Subclass Members' prospective economic advantage, is independently wrongful, improper, and  
 15 without justification as set forth herein, including because it constitutes intentional interference  
 16 with contractual relations, violates California's Unfair Competition Law, CAL. BUS. & PROF. CODE  
 17 §§ 17200 *et seq.*, the Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030, and the  
 18 Washington Consumer Protection Act, RCW §§ 19.86 *et seq.* This conduct is further wrongful,  
 19 improper, and without justification because it contravenes existing standards and norms in the  
 20 affiliate marketing industry that prohibit the use of cookie stuffing to divert affiliate commissions.

21 224. Microsoft either desired to divert commissions from Plaintiff and California  
 22 Subclass Members to itself through the conduct alleged herein or knew that the diversion of  
 23 Plaintiff and California Subclass Members' commissions was certain or substantially certain to  
 24 occur as a result of its conduct alleged herein. Specifically, Microsoft understood that the  
 25 Microsoft Shopping extension, when activated, overwrites and replaces any existing affiliate  
 26 tracking codes. Microsoft knew that when a consumer navigated to a specific merchant's website

1 using an online marketer's affiliate link and the Microsoft Shopping extension activated, the  
 2 Microsoft Shopping extension would overwrite and replace the existing online marketer's tracking  
 3 code and replace it with Microsoft's tracking code, resulting in Microsoft, rather than the affiliate,  
 4 being credited for the sale and rewarded with any commission or referral fee.

5 225. Plaintiff's and California Subclass Members' economic relationships with  
 6 eCommerce merchants were actually disrupted by Microsoft's conduct because the Microsoft  
 7 Shopping extension deprived Plaintiff and California Subclass Members of the monies that they  
 8 rightfully earned as the true originators of sales arising from their affiliate marketing links.

9 226. As a direct and proximate result of Microsoft's conduct described herein, Plaintiff  
 10 and California Subclass Members suffered economic injury by being deprived of commissions  
 11 they should have earned from referrals through their affiliate links.

12 227. As a result of the above conduct, Microsoft is liable to Plaintiff and California  
 13 Subclass Members for damages in an amount to be determined at trial.

#### 14 **COUNT FIVE — UNJUST ENRICHMENT**

15 228. The California Plaintiff identified above ("Plaintiff," for purposes of this Count),  
 16 individually and on behalf of the California Subclass, repeats and realleges the allegations  
 17 contained in the Statement of Facts as if fully set forth herein.

18 229. Plaintiff and California Subclass Members lack an adequate remedy at law.  
 19 Microsoft's misconduct has interfered with Plaintiff's and California Subclass Members' ability  
 20 to profit from their affiliate marketing efforts and constitutes ongoing harm that requires equitable  
 21 relief.

22 230. Plaintiff and California Subclass Members have an interest, both equitable and  
 23 legal, in the referral fees and commission payments to which they were wrongfully deprived. These  
 24 payments were rightfully earned by Plaintiff and California Subclass Members, not Microsoft.

25 231. Plaintiff and California Subclass Members conferred a benefit on Microsoft,  
 26 because Plaintiff and California Subclass Members drove prospective customers to eCommerce

1 merchants' webpages, through their affiliate links and advertising efforts, to make a purchase that  
 2 resulted in Microsoft's receipt of referral fees and commission payments from those merchants.

3       232. Microsoft benefitted from the referral fees and commission payments that were  
 4 credited to it as a function of the Microsoft Shopping extension wrongfully representing to the  
 5 merchant that Microsoft, rather than Plaintiff and California Subclass Members, should be  
 6 assigned credit for the conversion via last-click attribution.

7       233. Microsoft understood that it so benefitted, and it also understood and appreciated  
 8 that the Microsoft Shopping extension would cause the harm described herein because the  
 9 Microsoft Shopping extension monitors for existing affiliate tracking codes in a consumer's  
 10 browser and, when activated, overwrites any existing affiliate tracking codes. Specifically, the  
 11 Microsoft Shopping extension is designed to contemporaneously monitor and log detailed  
 12 information about a user's browsing activity. This information includes, among other things, the  
 13 full-string URL of each web page visited by a consumer. From these URLs, Microsoft knew when  
 14 a consumer navigated to a specific merchant's website using a specific affiliate's referral link.  
 15 Microsoft further knew that, when activated, the Microsoft browser extension overwrites and  
 16 replaces any existing affiliate codes with Microsoft's own tracking code. Microsoft understood  
 17 that when a consumer navigated to an eCommerce merchant's website using a specific online  
 18 marketer's affiliate link and the Microsoft Shopping extension was activated, the Microsoft  
 19 Shopping extension would overwrite and replace the online marketer's tracking code with  
 20 Microsoft's tracking code, which would result in Microsoft, rather than the online marketer, being  
 21 assigned credit for the sale and awarded any commission or referral fee.

22       234. But for Microsoft's unjust and improper use of the Microsoft Shopping extension,  
 23 it would not have been credited and awarded commission on sales that emanated from Plaintiff's  
 24 and California Subclass Members' respective affiliate marketing links.

25       235. As a result of Microsoft's wrongful conduct as alleged in this Complaint, Microsoft  
 26 has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and California

1 Subclass Members.

2 236. Microsoft continues to benefit and profit from the operation of the Microsoft  
 3 Shopping extension while Plaintiff and California Subclass Members continue to have their  
 4 rightful commission payments taken by Microsoft.

5 237. Microsoft's unjust enrichment is traceable to, and resulted directly and proximately  
 6 from the conduct alleged herein, including by using the Microsoft Shopping extension to  
 7 wrongfully credit itself with referrals and commissions it did not rightfully earn.

8 238. The benefit conferred upon, received, and enjoyed by Microsoft was not conferred  
 9 officially or gratuitously, and it would be inequitable and unjust for Microsoft to retain the  
 10 benefit.

11 239. Equity and good conscience militate against permitting Microsoft to retain the  
 12 profits and benefits from its wrongful conduct, which should be restored to Plaintiff and California  
 13 Subclass Members.

#### 14 **COUNT SIX — VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**

15 240. The California Plaintiff identified above (“Plaintiff,” for purposes of this Count),  
 16 individually and on behalf of the California Subclass, repeats and realleges the allegations  
 17 contained in the Statement of Facts as if fully set forth herein.

18 241. Plaintiff and California Subclass Members lack an adequate remedy at law.  
 19 Microsoft's misconduct has interfered with Plaintiff's and California Subclass Members' ability  
 20 to profit from their affiliate marketing efforts and constitutes ongoing harm that requires equitable  
 21 relief.

22 242. California's Unfair Competition Law (“UCL”) defines “unfair competition” to  
 23 include any “unlawful, unfair, or fraudulent” business act or practice. CAL. BUS. & PROF. CODE §§  
 24 17200 *et seq.*

25 243. Microsoft has engaged in acts and practices that are unlawful and unfair in violation  
 26 of the UCL.

1 244. Microsoft is a “person” as defined by CAL. BUS. & PROF. CODE §17201.

2 245. Microsoft business acts and practices are unlawful because they interfere with the  
3 prospective economic advantage and contractual relations of online marketers and violate the  
4 Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030., as set forth above. They also have  
5 unjustly enriched Microsoft for the reasons stated above.

6 246. Microsoft committed unfair business practices by using the Microsoft Shopping  
7 extension to take credit for sales referrals and thereby receive commission payments that rightfully  
8 belong to Plaintiff and California Subclass Members.

9 247. Microsoft’s conduct is unfair in violation of the UCL because it violates  
10 California’s public policy against interfering with another’s prospective economic advantage. *See*  
11 5 Witkin, *Summary 11th Torts* § 854 (2024). Microsoft’s conduct is also unfair in violation of the  
12 UCL because it significantly harms or threatens competition in the affiliate marketing industry by  
13 contravening industry standards and norms that prohibit cookie stuffing or similar methods to  
14 wrongfully secure affiliate commissions. Microsoft’s conduct is also unfair as it is in violation of  
15 the CFAA, which makes it unlawful to “knowingly and with intent to defraud, access[] a protected  
16 computer without authorization, or exceed[] authorized access, and by means of such conduct  
17 further[] the intended fraud and obtain[] anything of value, unless the object of the fraud and the  
18 thing obtained consists only of the use of the computer and the value of such use is not more than  
19 \$5,000 in any 1-year period.” 18 U.S.C. § 1030(a)(4)).

20 248. Microsoft, though the operation of the Microsoft Shopping extension, wrongfully  
21 deprives Plaintiff and California Subclass Members of monies they rightfully earned as the true  
22 originators of sales arising from their affiliate marketing links.

23 249. The gravity of harm resulting from Microsoft’s practice of appropriating  
24 commissions that belong to online marketers like Plaintiff and California Subclass Members  
25 outweighs any potential utility therefrom. Microsoft’s conduct set forth in this Complaint violates  
26 public policy and is unscrupulous, offensive, and substantially injurious.

250. Microsoft actually and proximately caused harm to Plaintiff and California Subclass Members in that, among other things, they suffered economic injury by being deprived of commissions they should have earned from referrals through their affiliate links and suffered a loss of property by being deprived of their affiliate tracking codes.

251. The conduct alleged herein is continuing, and there is no indication that Microsoft and will cease such activity in the future.

252. Microsoft's conduct in violation of the UCL has caused Plaintiff and California Subclass Members to be deprived of referral fees and commission payments for sales they rightfully originated. Plaintiff and California Subclass Members thus suffered lost money or property because of Microsoft's conduct.

253. Plaintiff and California Subclass Members therefore seek restitution, an injunction, and all other appropriate relief in equity, including reasonable attorneys' fees and costs of suit.

## **CLAIMS ON BEHALF OF THE FLORIDA SUBCLASS**

## COUNT SEVEN — UNJUST ENRICHMENT

254. The Florida Plaintiff identified above (“Plaintiff,” for purposes of this Count), individually and on behalf of the Florida Subclass, repeats and realleges the allegations contained in the Statement of Facts as if fully set forth herein.

255. Plaintiff and Florida Subclass Members lack an adequate remedy at law. Microsoft's misconduct has interfered with Plaintiff's and Florida Subclass Members' ability to profit from their affiliate marketing efforts and constitutes ongoing harm that requires equitable relief.

256. Plaintiff and Florida Subclass Members have an interest, both equitable and legal, in the referral fees and commission payments to which they were wrongfully deprived. These payments were rightfully earned by Plaintiff and Florida Subclass Members, not Microsoft.

257. Plaintiff and Florida Subclass Members conferred a benefit on Microsoft, because Plaintiff and Florida Subclass Members drove prospective customers to eCommerce merchants'

1 webpages, through their affiliate links and advertising efforts, to make purchases that resulted in  
 2 Microsoft's wrongful receipt of referral fees and commission payments from those merchants.

3 258. Microsoft benefitted from the referral fees and commission payments that were  
 4 credited to it as a function of the Microsoft Shopping extension wrongfully representing to the  
 5 merchant that Microsoft, rather than Plaintiff and Florida Subclass Members, should be assigned  
 6 credit for the conversion via last-click attribution.

7 259. Microsoft wrongfully secured the referral fees and commission payments by using  
 8 the Microsoft Shopping extension to overwrite affiliate tracking codes that identified Plaintiff and  
 9 Florida Subclass Members as the referrers of consumers and the parties to be awarded  
 10 commissions and replace those affiliate tracking codes with tracking codes identifying Microsoft  
 11 as the referrer to whom a commission should be awarded.

12 260. But for Microsoft's unjust and improper use of the Microsoft Shopping extension,  
 13 it would not have been credited and awarded commission on sales that emanated from Plaintiff's  
 14 and Florida Subclass Members' respective affiliate marketing links.

15 261. As a result of Microsoft's wrongful conduct as alleged in this Complaint, Microsoft  
 16 has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and Florida Subclass  
 17 Members, and it would be unjust to permit Microsoft to retain the commissions and referral fees  
 18 it diverted from Plaintiff and Florida Subclass Members.

19 262. Microsoft continues to benefit and profit from the operation of the Microsoft  
 20 Shopping extension while Plaintiff and Florida Subclass Members continue to have their rightful  
 21 commission payments taken by Microsoft.

22 263. The benefit conferred upon, received, and enjoyed by Microsoft was not conferred  
 23 officially or gratuitously, and it would be inequitable and unjust for Microsoft to retain the  
 24 benefit.

25 **COUNT EIGHT — INTENTIONAL INTERFERENCE WITH PROSPECTIVE  
 26 ECONOMIC ADVANTAGE**

27 264. The Florida Plaintiff identified above ("Plaintiff," for purposes of this Count),

1 individually and on behalf of the Florida Subclass, repeats and realleges the allegations contained  
 2 in the Statement of Facts as if fully set forth herein.

3 265. Plaintiff and Florida Subclass Members are engaged in ongoing economic  
 4 relationships with eCommerce merchants to promote products and services to consumers in  
 5 exchange for commissions, including as set forth herein. As part of these relationships, Plaintiff  
 6 and Florida Subclass Members distribute affiliate links to refer consumers to products and services  
 7 sold or offered by the eCommerce merchants. In return, eCommerce merchants provide Plaintiff  
 8 and Florida Subclass Members with a referral fee or commission payment if a consumer completes  
 9 a transaction on the eCommerce merchant's website after navigating to the merchant's website  
 10 through an affiliate link distributed by Plaintiff and Florida Subclass Members.

11 266. Microsoft had knowledge of the business relationships between eCommerce  
 12 merchants on the one hand and Plaintiff and Florida Subclass Members on the other, whereby  
 13 Plaintiff and Florida Subclass Members promote and provide affiliate links to consumers for  
 14 products or services on an eCommerce merchant's website in exchange for receiving commissions  
 15 from the eCommerce merchant for transactions credited to Plaintiff's and Florida Subclass  
 16 Members' affiliate links via last-click attribution. Microsoft knew that the Microsoft Shopping  
 17 extension monitors and logs a consumer's browsing activity and understood that economic  
 18 relationships such as those between affiliate marketers like Plaintiff and Florida Subclass Members  
 19 and eCommerce merchants are standard in the affiliate marketing industry. Specifically, the  
 20 Microsoft Shopping extension is designed to monitor and contemporaneously log detailed  
 21 information about a consumer's browsing activity, including the full-string URL of each web page  
 22 visited by a consumer. From these URLs, Microsoft knew when a consumer navigated to a specific  
 23 merchant's website using a specific affiliate's referral link and thus knew of the commission-based  
 24 economic relationship between the specific merchant and the specific affiliate retailer.

25 267. Through use of the Microsoft Shopping extension, Microsoft diverts commission  
 26 payments from Plaintiff and Florida Subclass Members who promoted and shared an affiliate link

1 and generated the referral and ultimate sale of an eCommerce merchant's product or service.  
 2 Specifically, the Microsoft Shopping extension replaces tracking tags that identify online  
 3 marketers as the source of an eCommerce referral with Microsoft's own tracking tags. Microsoft  
 4 thus holds itself out to the eCommerce merchant as the party responsible for referring the consumer  
 5 even though the sale in question emanated from an online marketer's affiliate marketing link. This  
 6 conduct is wrongful, improper, and without justification as set forth herein, including because it  
 7 violates the Washington Consumer Protection Act, RCW §§ 19.86 *et seq.* and the Computer Fraud  
 8 and Abuse Act (CFAA), 18 U.S.C. § 1030. This conduct is further wrongful, improper, and without  
 9 justification because it contravenes existing standards and norms in the affiliate marketing industry  
 10 that prohibit the use of cookie stuffing to divert affiliate commissions.

11       268. Microsoft knew that its conduct was certain or substantially certain to interfere with  
 12 Plaintiff's and Florida Subclass Members' business relationships with eCommerce merchants.  
 13 Specifically, Microsoft understood that the Microsoft Shopping extension, when activated,  
 14 overwrites and replaces any existing affiliate tracking codes. Microsoft knew that when the  
 15 Microsoft Shopping extension activated after a consumer navigated to a specific merchant's  
 16 website using a specific online marketer's affiliate link, the Microsoft Shopping extension would  
 17 overwrite and replace the existing online marketer's tracking code and replace it with Microsoft's  
 18 tracking code. Microsoft knew that the overwriting and replacement of existing affiliate tracking  
 19 codes by the Microsoft Shopping extension would result in the eCommerce merchant crediting  
 20 Microsoft, rather than the online marketer, with the sale and paying Microsoft, instead of Plaintiff  
 21 and Florida Subclass Members, the monies that Plaintiff and Florida Subclass Members rightfully  
 22 earned as the true originators of sales arising from their affiliate marketing links.

23       269. Microsoft's intentional conduct interfered with Plaintiff's and Florida Subclass  
 24 Members' business relationships with eCommerce merchants by causing eCommerce merchants  
 25 to pay Microsoft, instead of Plaintiff and Florida Subclass Members, the monies that Plaintiff and  
 26 Florida Subclass Members rightfully earned as the true originators of sales arising from their

1 affiliate marketing links.

2 270. As a direct and proximate result of Microsoft's interference with Plaintiff's and  
 3 Florida Subclass Members' contracts with eCommerce merchants, Plaintiff and Florida Subclass  
 4 Members suffered harm and economic injury by being deprived of commissions they should have  
 5 rightfully received pursuant to their contracts with eCommerce merchants for providing referrals  
 6 through their affiliate links. As a result of the above conduct, Microsoft is liable to Plaintiff and  
 7 Florida Subclass Members for damages in an amount to be determined at trial.

8 **COUNT NINE — INTENTIONAL INTERFERENCE WITH CONTRACTUAL  
 9 RELATIONS**

10 271. The Florida Plaintiff identified above ("Plaintiff," for purposes of this Count),  
 11 individually and on behalf of the Florida Subclass, repeats and realleges the allegations contained  
 12 in the Statement of Facts as if fully set forth herein.

13 272. Plaintiff and Florida Subclass Members are engaged in ongoing, valid contractual  
 14 relationships with eCommerce merchants to promote products and services to consumers in  
 15 exchange for commissions, including as set forth herein. Under the terms of these contracts,  
 16 Plaintiff and Florida Subclass Members distribute affiliate links to refer consumers to products and  
 17 services sold or offered by the eCommerce merchants. In return, eCommerce merchants provide  
 18 Plaintiff and Florida Subclass Members with a referral fee or commission payment if a consumer  
 19 completes a transaction on the eCommerce merchant's website after navigating to the merchant's  
 20 website through an affiliate link distributed by Plaintiff and Florida Subclass Members.

21 273. Microsoft had knowledge of the contractual relationships between eCommerce  
 22 merchants on the one hand and Plaintiff and Florida Subclass Members on the other, whereby  
 23 Plaintiff and Florida Subclass Members promote and provide affiliate links to consumers for  
 24 products or services on an eCommerce merchant's website in exchange for receiving commissions  
 25 from the eCommerce merchant for transactions credited to Plaintiff's and Florida Subclass  
 26 Members' affiliate links via last-click attribution. Microsoft knew that the Microsoft Shopping  
 extension monitors and logs a consumer's browsing activity and understood that contractual

1 relationships such as those between affiliate marketers like Plaintiff and Florida Subclass Members  
 2 and eCommerce merchants are standard in the affiliate marketing industry. Specifically, the  
 3 Microsoft Shopping extension is designed to monitor and contemporaneously log detailed  
 4 information about a consumer's browsing activity, including the full-string URL of each web page  
 5 visited by a consumer. From these URLs, Microsoft knew when a consumer navigated to a specific  
 6 merchant's website using a specific affiliate's referral link and thus knew of the commission-based  
 7 contractual relationship between the specific merchant and the specific affiliate retailer.

8       274. Through use of the Microsoft Shopping extension, Microsoft diverts commission  
 9 payments from Plaintiff and Florida Subclass Members who promoted and shared an affiliate link  
 10 and generated the referral and ultimate sale of an eCommerce merchant's product or service.  
 11 Specifically, the Microsoft Shopping extension replaces tracking tags that identify online  
 12 marketers as the source of an eCommerce referral with its own tracking tags and holds itself out  
 13 as the referrer of the specific products and/or services even though the sale in question emanated  
 14 from an online marketer's affiliate marketing link. This conduct is wrongful as alleged herein,  
 15 including because it violates Washington's Consumer Protection Act, RCW §§ 19.86 *et seq.* and  
 16 the Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030. This conduct is further wrongful,  
 17 improper, and without justification because it contravenes existing standards and norms in the  
 18 affiliate marketing industry that prohibit the use of cookie stuffing to divert affiliate commissions

19       275. Microsoft knew that a breach or disruption of Plaintiff's and Florida Subclass  
 20 Members' contracts with eCommerce merchants was certain or substantially certain to occur as a  
 21 result of its conduct alleged herein. Specifically, Microsoft understood that the Microsoft Shopping  
 22 extension, when activated, overwrites and replaces any existing affiliate tracking codes. Microsoft  
 23 knew that when a consumer navigated to a specific merchant's website using an online marketer's  
 24 affiliate link and the Microsoft Shopping extension activated, the Microsoft Shopping extension  
 25 would overwrite and replace the existing online marketer's tracking code and replace it with  
 26 Microsoft's tracking code. Microsoft knew that the overwriting and replacement of existing

1 affiliate tracking codes by the Microsoft Shopping extension would result in Microsoft, rather than  
 2 the affiliate, being credited for the sale and cause eCommerce merchants to breach their  
 3 agreements with Plaintiff and Florida Subclass Members by paying Microsoft, instead of Plaintiff  
 4 and Florida Subclass Members, the monies that Plaintiff and Florida Subclass Members rightfully  
 5 earned as the true originators of sales arising from their affiliate marketing links.

6 276. Microsoft's intentional conduct caused eCommerce merchants to breach their  
 7 agreements with Plaintiff and Florida Subclass Members by paying Microsoft, instead of Plaintiff  
 8 and Florida Subclass Members, the monies that Plaintiff and Florida Subclass Members rightfully  
 9 earned as the true originators of sales arising from their affiliate marketing links.

10 277. As a direct and proximate result of Microsoft's interference with Plaintiff's and  
 11 Florida Subclass Members' contracts with eCommerce merchants, Plaintiff and Florida Subclass  
 12 Members suffered harm and economic injury by being deprived of commissions they should have  
 13 rightfully received pursuant to their contracts with eCommerce merchants for providing referrals  
 14 through their affiliate links. As a result of the above conduct, Microsoft is liable to Plaintiff and  
 15 Florida Subclass Members for damages in an amount to be determined at trial.

16 **CLAIMS ON BEHALF OF THE NEW YORK SUBCLASS**

17 **COUNT TEN — UNJUST ENRICHMENT**

18 278. The New York Plaintiff identified above ("Plaintiff," for purposes of this Count),  
 19 individually and on behalf of the New York Subclass, repeats and realleges the allegations  
 20 contained in the Statement of Facts as if fully set forth herein.

21 279. Plaintiff and New York Subclass Members lack an adequate remedy at law.  
 22 Microsoft's misconduct has interfered with Plaintiff's and New York Subclass Members' ability  
 23 to profit from their affiliate marketing efforts and constitutes ongoing harm that requires equitable  
 24 relief.

25 280. Plaintiff and New York Subclass Members have an interest, both equitable and  
 26 legal, in the referral fees and commission payments to which they were wrongfully deprived. These

1 payments were rightfully earned by Plaintiff and New York Subclass Members, not Microsoft.

2 281. Plaintiff and New York Subclass Members conferred a benefit on Microsoft,  
 3 because Plaintiff and New York Subclass Members drove prospective customers to eCommerce  
 4 merchants' webpages, through their affiliate links and advertising efforts, to make purchases that  
 5 resulted in Microsoft's receipt of referral fees and commission payments from those merchants.

6 282. Microsoft benefitted from the referral fees and commission payments that were  
 7 credited to it as a function of the Microsoft Shopping extension wrongfully representing to the  
 8 merchant that Microsoft, rather than Plaintiff and New York Subclass Members, should be  
 9 assigned credit for the conversion via last-click attribution.

10 283. Microsoft understood that it so benefitted, and it also understood and appreciated  
 11 that the Microsoft Shopping extension would cause the harm described herein because the  
 12 Microsoft Shopping extension monitors for existing affiliate tracking codes in a consumer's  
 13 browser and, when activated, overwrites any existing affiliate tracking codes. Specifically, the  
 14 Microsoft Shopping extension is designed to contemporaneously monitor and log detailed  
 15 information about a user's browsing activity. This information includes, among other things, the  
 16 full-string URL of each web page visited by a consumer. From these URLs, Microsoft knew when  
 17 a consumer navigated to a specific merchant's website using a specific affiliate's referral link.  
 18 Microsoft further knew that, when activated, the Microsoft browser extension overwrites and  
 19 replaces any existing affiliate codes with Microsoft's own tracking code. Microsoft understood  
 20 that when a consumer navigated to an eCommerce merchant's website using a specific online  
 21 marketer's affiliate link and the Microsoft Shopping extension was activated, the Microsoft  
 22 Shopping extension would overwrite and replace the online marketer's tracking code with  
 23 Microsoft's tracking code, which would result in Microsoft, rather than the online marketer, being  
 24 assigned credit for the sale and awarded any commission or referral fee.

25 284. But for Microsoft's unjust and improper use of the Microsoft Shopping extension,  
 26 it would not have been credited and awarded commission on sales that emanated from Plaintiff's

1 and New York Subclass Members' respective affiliate marketing links.

2 285. As a result of Microsoft's wrongful conduct as alleged in this Complaint, Microsoft  
3 has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and New York  
4 Subclass Members.

5 286. Microsoft continues to benefit and profit from the operation of the Microsoft  
6 Shopping extension while Plaintiff and New York Subclass Members continue to have their  
7 rightful commission payments taken by Microsoft.

8 287. Microsoft's unjust enrichment is traceable to, and resulted directly and proximately  
9 from the conduct alleged herein, including by using the Microsoft Shopping extension to  
10 wrongfully credit itself with referrals and commissions it did not rightfully earn.

11 288. The benefit conferred upon, received, and enjoyed by Microsoft was not conferred  
12 officially or gratuitously, and it would be inequitable and unjust for Microsoft to retain the  
13 benefit.

14 289. Equity and good conscience militate against permitting Microsoft to retain the  
15 profits and benefits from its wrongful conduct, which should be restored to Plaintiff and New York  
16 Subclass Members.

17 **COUNT ELEVEN — INTENTIONAL INTERFERENCE WITH PROSPECTIVE  
ECONOMIC ADVANTAGE**

18 290. The New York Plaintiff identified above ("Plaintiff," for purposes of this Count),  
19 individually and on behalf of the New York Subclass, repeats and realleges the allegations  
20 contained in the Statement of Facts as if fully set forth herein.

21 291. Plaintiff and New York Subclass Members are engaged in ongoing economic  
22 relationships with eCommerce merchants to promote products and services to consumers in  
23 exchange for commissions, including as set forth herein. As part of these relationships, Plaintiff  
24 and New York Subclass Members distribute affiliate links to refer consumers to products and  
25 services sold or offered by the eCommerce merchants. In return, eCommerce merchants provide  
26 Plaintiff and New York Subclass Members with a referral fee or commission payment if a

1 consumer completes a transaction on the eCommerce merchant's website after navigating to the  
 2 merchant's website through an affiliate link distributed by Plaintiff and New York Subclass  
 3 Members.

4 292. Microsoft had actual knowledge of the business relationships between eCommerce  
 5 merchants on the one hand and Plaintiff and New York Subclass Members on the other, whereby  
 6 Plaintiff and New York Subclass Members promote and provide affiliate links to consumers for  
 7 products or services on an eCommerce merchant's website in exchange for receiving commissions  
 8 from the eCommerce merchant for transactions credited to Plaintiff's and New York Subclass  
 9 Members' affiliate links via last-click attribution. Microsoft knew that the Microsoft Shopping  
 10 extension monitors and logs a consumer's browsing activity and understood that economic  
 11 relationships such as those between affiliate marketers like Plaintiff and New York Subclass  
 12 Members and eCommerce merchants are standard in the affiliate marketing industry. Specifically,  
 13 the Microsoft Shopping extension is designed to monitor and contemporaneously log detailed  
 14 information about a consumer's browsing activity, including the full-string URL of each web page  
 15 visited by a consumer. From these URLs, Microsoft knew when a consumer navigated to a specific  
 16 merchant's website using a specific affiliate's referral link and thus knew of the commission-based  
 17 economic relationship between the specific merchant and the specific affiliate retailer.

18 293. Through use of the Microsoft Shopping extension, Microsoft diverts commission  
 19 payments from Plaintiff and New York Subclass Members who promoted and shared an affiliate  
 20 link and generated the referral and ultimate sale of an eCommerce merchant's product or service.  
 21 Specifically, the Microsoft Shopping extension replaces tracking tags that identify online  
 22 marketers as the source of an eCommerce referral with Microsoft's own tracking tags. Microsoft  
 23 thus holds itself out to the eCommerce merchant as the party responsible for referring the consumer  
 24 even though the sale in question emanated from an online marketer's affiliate marketing link. This  
 25 conduct is wrongful, improper, and without justification as set forth herein, including because it  
 26 violates Washington's Consumer Protection Act, RCW §§ 19.86 *et seq.* and the Computer Fraud

1 and Abuse Act (CFAA), 18 U.S.C. § 1030. This conduct is further wrongful, improper, and without  
 2 justification because it contravenes existing standards and norms in the affiliate marketing industry  
 3 that prohibit the use of cookie stuffing to divert affiliate commissions. Microsoft's misconduct was  
 4 motivated to injure Plaintiff and New York Subclass Members by unlawful means, rather than by  
 5 its self-interest or any other economic considerations.

6 294. Microsoft knew that its conduct was certain or substantially certain to interfere with  
 7 Plaintiff's and New York Subclass Members' business relationships with eCommerce merchants.  
 8 Specifically, Microsoft understood that the Microsoft Shopping extension, when activated,  
 9 overwrites and replaces any existing affiliate tracking codes. Microsoft knew that when the  
 10 Microsoft Shopping extension activated after a consumer navigated to a specific merchant's  
 11 website using a specific online marketer's affiliate link, the Microsoft Shopping extension would  
 12 overwrite and replace the existing online marketer's tracking code and replace it with Microsoft's  
 13 tracking code. Microsoft knew that the overwriting and replacement of existing affiliate tracking  
 14 codes by the Microsoft Shopping extension would result in the eCommerce merchant crediting  
 15 Microsoft, rather than the online marketer, with the sale and paying Microsoft, instead of Plaintiff  
 16 and New York Subclass Members, the monies that Plaintiff and New York Subclass Members  
 17 rightfully earned as the true originators of sales arising from their affiliate marketing links.

18 295. Microsoft's intentional conduct interfered with Plaintiff's and New York Subclass  
 19 Members' business relationships with eCommerce merchants by causing eCommerce merchants  
 20 to pay Microsoft, instead of Plaintiff and New York Subclass Members, the monies that Plaintiff  
 21 and New York Subclass Members rightfully earned as the true originators of sales arising from  
 22 their affiliate marketing links.

23 296. As a direct and proximate result of Microsoft's interference with Plaintiff's and  
 24 New York Subclass Members' contracts with eCommerce merchants, Plaintiff and New York  
 25 Subclass Members suffered harm and economic injury by being deprived of commissions they  
 26 should have rightfully received pursuant to their contracts with eCommerce merchants for

1 providing referrals through their affiliate links. As a result of the above conduct, Microsoft is liable  
 2 to Plaintiff and New York Subclass Members for damages in an amount to be determined at trial.

3 **COUNT TWELVE — INTENTIONAL INTERFERENCE WITH CONTRACTUAL  
 4 RELATIONS**

5 297. The New York Plaintiff identified above (“Plaintiff,” for purposes of this Count),  
 6 individually and on behalf of the New York Subclass, repeats and realleges the allegations  
 7 contained in the Statement of Facts as if fully set forth herein.

8 298. Plaintiff and New York Subclass Members are engaged in ongoing, valid  
 9 contractual relationships with eCommerce merchants to promote products and services to  
 10 consumers in exchange for commissions, including as set forth herein. Under the terms of these  
 11 contracts, Plaintiff and New York Subclass Members distribute affiliate links to refer consumers  
 12 to products and services sold or offered by the eCommerce merchants. In return, eCommerce  
 13 merchants provide Plaintiff and New York Subclass Members with a referral fees or commission  
 14 payment if a consumer completes a transaction on the eCommerce merchant’s website after  
 15 navigating to the merchant’s website through an affiliate link distributed by Plaintiff and New  
 16 York Subclass Members.

17 299. Microsoft had actual knowledge of the contractual relationships between  
 18 eCommerce merchants on the one hand and Plaintiff and New York Subclass Members on the  
 19 other, whereby Plaintiff and New York Subclass Members promote and provide affiliate links to  
 20 consumers for products or services on an eCommerce merchant’s website in exchange for  
 21 receiving commissions from the eCommerce merchant for transactions credited to Plaintiff’s and  
 22 New York Subclass Members’ affiliate links via last-click attribution. Microsoft knew that the  
 23 Microsoft Shopping extension monitors and logs a consumer’s browsing activity and understood  
 24 that contractual relationships such as those between affiliate marketers like Plaintiff and New York  
 25 Subclass Members and eCommerce merchants are standard in the affiliate marketing industry.  
 26 Specifically, the Microsoft Shopping extension is designed to monitor and contemporaneously log  
 detailed information about a consumer’s browsing activity, including the full-string URL of each

1 web page visited by a consumer. From these URLs, Microsoft knew when a consumer navigated  
 2 to a specific merchant's website using a specific affiliate's referral link and thus knew of the  
 3 commission-based contractual relationship between the specific merchant and the specific affiliate  
 4 retailer.

5 300. Through use of the Microsoft Shopping extension, Microsoft diverts commission  
 6 payments from Plaintiff and New York Subclass Members who promoted and shared an affiliate  
 7 link and generated the referral and ultimate sale of an eCommerce merchant's product or service.  
 8 Specifically, the Microsoft Shopping extension replaces tracking tags that identify online  
 9 marketers as the source of an eCommerce referral with its own tracking tags and holds itself out  
 10 as the referrer of the specific products and/or services even though the sale in question emanated  
 11 from an online marketer's affiliate marketing link. Microsoft's intentional conduct is wrongful,  
 12 improper, and without justification as set forth herein, including because it violates the Washington  
 13 Consumer Protection Act, RCW §§ 19.86 *et seq.* and the Computer Fraud and Abuse Act (CFAA),  
 14 18 U.S.C. § 1030.

15 301. Microsoft knew that a breach or disruption of Plaintiff's and New York Subclass  
 16 Members' contracts with eCommerce merchants was certain or substantially certain to occur as a  
 17 result of its conduct alleged herein. Specifically, Microsoft understood that the Microsoft Shopping  
 18 extension, when activated, overwrites and replaces any existing affiliate tracking codes. Microsoft  
 19 knew that when a consumer navigated to a specific merchant's website using an online marketer's  
 20 affiliate link and the Microsoft Shopping extension activated, the Microsoft Shopping extension  
 21 would overwrite and replace the existing online marketer's tracking code and replace it with  
 22 Microsoft's tracking code. Microsoft knew that the overwriting and replacement of existing  
 23 affiliate tracking codes by the Microsoft Shopping extension would result in Microsoft, rather than  
 24 the affiliate, being credited for the sale and cause eCommerce merchants to breach their  
 25 agreements with Plaintiff and New York Subclass Members by paying Microsoft, instead of  
 26 Plaintiff and New York Subclass Members, the monies that Plaintiff and New York Subclass

1 Members rightfully earned as the true originators of sales arising from their affiliate marketing  
 2 links.

3 302. Microsoft's conduct caused eCommerce merchants to breach their agreements with  
 4 Plaintiff and New York Subclass Members by paying Microsoft, instead of Plaintiff and New York  
 5 Subclass Members, the monies that Plaintiff and New York Subclass Members rightfully earned  
 6 as the true originators of sales arising from their affiliate marketing links.

7 303. As a direct and proximate result of Microsoft's interference with Plaintiff's and  
 8 New York Subclass Members' contracts with eCommerce merchants, Plaintiff and New York  
 9 Subclass Members suffered harm and economic injury by being deprived of commissions they  
 10 should have rightfully received pursuant to their contracts with eCommerce merchants for  
 11 providing referrals through their affiliate links. As a result of the above conduct, Microsoft is liable  
 12 to Plaintiff and New York Subclass Members for damages in an amount to be determined at trial.

13 **CLAIMS ON BEHALF OF THE OHIO SUBCLASS**

14 **COUNT THIRTEEN — INTENTIONAL INTERFERENCE WITH CONTRACTUAL  
 15 RELATIONSHIPS**

16 304. The Ohio Plaintiff identified above ("Plaintiff," for purposes of this Count),  
 17 individually and on behalf of the Ohio Subclass, repeats and realleges the allegations contained in  
 18 the Statement of Facts as if fully set forth herein.

19 305. Plaintiff and Ohio Subclass Members are engaged in ongoing, valid contractual  
 20 relationships with eCommerce merchants to promote products and services to consumers in  
 21 exchange for commissions, including as set forth herein. Under the terms of these contracts,  
 22 Plaintiff and Ohio Subclass Members distribute affiliate links to refer consumers to products and  
 23 services sold or offered by the eCommerce merchants. In return, eCommerce merchants provide  
 24 Plaintiff and Ohio Subclass Members with a referral fees or commission payment if a consumer  
 25 completes a transaction on the eCommerce merchant's website after navigating to the merchant's  
 26 website through an affiliate link distributed by Plaintiff and Ohio Subclass Members.

306. Microsoft had knowledge of the contractual relationships between eCommerce

1 merchants on the one hand and Plaintiff and Ohio Subclass Members on the other, whereby  
 2 Plaintiff and Ohio Subclass Members promote and provide affiliate links to consumers for products  
 3 or services on an eCommerce merchant's website in exchange for receiving commissions from the  
 4 eCommerce merchant for transactions credited to Plaintiff's and Ohio Subclass Members' affiliate  
 5 links via last-click attribution. Microsoft knew that the Microsoft Shopping extension monitors  
 6 and logs a consumer's browsing activity and understood that contractual relationships such as  
 7 those between affiliate marketers like Plaintiff and Ohio Subclass Members and eCommerce  
 8 merchants are standard in the affiliate marketing industry. Specifically, the Microsoft Shopping  
 9 extension is designed to monitor and contemporaneously log detailed information about a  
 10 consumer's browsing activity, including the full-string URL of each web page visited by a  
 11 consumer. From these URLs, Microsoft knew when a consumer navigated to a specific merchant's  
 12 website using a specific affiliate's referral link and thus knew of the commission-based contractual  
 13 relationship between the specific merchant and the specific affiliate retailer.

14       307. Through use of the Microsoft Shopping extension, Microsoft diverts commission  
 15 payments from Plaintiff and Ohio Subclass Members who promoted and shared an affiliate link  
 16 and generated the referral and ultimate sale of an eCommerce merchant's product or service.  
 17 Specifically, the Microsoft Shopping extension replaces tracking tags that identify online  
 18 marketers as the source of an eCommerce referral with its own tracking tags and holds itself out  
 19 as the referrer of the specific products and/or services even though the sale in question emanated  
 20 from an online marketer's affiliate marketing link.

21       308. Microsoft knew that a breach or disruption of Plaintiff's and Ohio Subclass  
 22 Members' contracts with eCommerce merchants was certain or substantially certain to occur as a  
 23 result of its conduct alleged herein. Specifically, Microsoft understood that the Microsoft Shopping  
 24 extension, when activated, overwrites and replaces any existing affiliate tracking codes. Microsoft  
 25 knew that when a consumer navigated to a specific merchant's website using an online marketer's  
 26 affiliate link and the Microsoft Shopping extension activated, the Microsoft Shopping extension

1 would overwrite and replace the existing online marketer’s tracking code and replace it with  
2 Microsoft’s tracking code. Microsoft knew that the overwriting and replacement of existing  
3 affiliate tracking codes by the Microsoft Shopping extension would result in Microsoft, rather than  
4 the affiliate, being credited for the sale and cause eCommerce merchants to breach their  
5 agreements with Plaintiff and Ohio Subclass Members by paying Microsoft, instead of Plaintiff  
6 and Ohio Subclass Members, the monies that Plaintiff and Ohio Subclass Members rightfully  
7 earned as the true originators of sales arising from their affiliate marketing links. Microsoft’s  
8 intentional conduct is wrongful, improper, and without justification as set forth herein, including  
9 because it violates the Washington Consumer Protection Act, RCW §§ 19.86 *et seq.* and the  
10 Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030.

11       309. Microsoft's conduct caused eCommerce merchants to breach their agreements with  
12 Plaintiff and Ohio Subclass Members by paying Microsoft, instead of Plaintiff and Ohio Subclass  
13 Members, the monies that Plaintiff and Ohio Subclass Members rightfully earned as the true  
14 originators of sales arising from their affiliate marketing links.

15        310. As a direct and proximate result of Microsoft's interference with Plaintiff's and  
16 Ohio Subclass Members' contracts with eCommerce merchants, Plaintiff and Ohio Subclass  
17 Members suffered harm and economic injury by being deprived of commissions they should have  
18 rightfully received pursuant to their contracts with eCommerce merchants for providing referrals  
19 through their affiliate links. As a result of the above conduct, Microsoft is liable to Plaintiff and  
20 Ohio Subclass Members for damages in an amount to be determined at trial.

**COUNT FOURTEEN — INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

22       311. The Ohio Plaintiff identified above (“Plaintiff,” for purposes of this Count),  
23 individually and on behalf of the Ohio Subclass, repeats and realleges the allegations contained in  
24 the Statement of Facts as if fully set forth herein.

312. Plaintiff and Ohio Subclass Members are engaged in ongoing economic  
relationships with eCommerce merchants to promote products and services to consumers in

1 exchange for commissions, including as set forth herein. As part of these relationships, Plaintiff  
 2 and Ohio Subclass Members distribute affiliate links to refer consumers to products and services  
 3 sold or offered by the eCommerce merchants. In return, eCommerce merchants provide Plaintiff  
 4 and Ohio Subclass Members with a referral fee or commission payment if a consumer completes  
 5 a transaction on the eCommerce merchant's website after navigating to the merchant's website  
 6 through an affiliate link distributed by Plaintiff and Ohio Subclass Members.

7       313. Microsoft had actual knowledge of the business relationships between eCommerce  
 8 merchants on the one hand and Plaintiff and Ohio Subclass Members on the other, whereby  
 9 Plaintiff and Ohio Subclass Members promote and provide affiliate links to consumers for products  
 10 or services on an eCommerce merchant's website in exchange for receiving commissions from the  
 11 eCommerce merchant for transactions credited to Plaintiff's and Ohio Subclass Members' affiliate  
 12 links via last-click attribution. Microsoft knew that the Microsoft Shopping extension monitors  
 13 and logs a consumer's browsing activity and understood that economic relationships such as those  
 14 between affiliate marketers like Plaintiff and Ohio Subclass Members and eCommerce merchants  
 15 are standard in the affiliate marketing industry. Specifically, the Microsoft Shopping extension is  
 16 designed to monitor and contemporaneously log detailed information about a consumer's browsing  
 17 activity, including the full-string URL of each web page visited by a consumer. From these URLs,  
 18 Microsoft knew when a consumer navigated to a specific merchant's website using a specific  
 19 affiliate's referral link and thus knew of the commission-based economic relationship between the  
 20 specific merchant and the specific affiliate retailer.

21       314. Through use of the Microsoft Shopping extension, Microsoft diverts commission  
 22 payments from Plaintiff and Ohio Subclass Members who promoted and shared an affiliate link  
 23 and generated the referral and ultimate sale of an eCommerce merchant's product or service.  
 24 Specifically, the Microsoft Shopping extension replaces tracking tags that identify online  
 25 marketers as the source of an eCommerce referral with Microsoft's own tracking tags. Microsoft  
 26 thus holds itself out to the eCommerce merchant as the party responsible for referring the consumer

1 even though the sale in question emanated from an online marketer's affiliate marketing link. In  
 2 doing so, Microsoft acted intentionally and maliciously. This conduct is wrongful, improper, and  
 3 without justification as set forth herein, including because it violates the Washington Consumer  
 4 Protection Act, RCW §§ 19.86 *et seq.* and the Computer Fraud and Abuse Act (CFAA), 18 U.S.C.  
 5 § 1030. This conduct is further wrongful, improper, and without justification because it  
 6 contravenes existing standards and norms in the affiliate marketing industry that prohibit the use  
 7 of cookie stuffing to divert affiliate commissions.

8       315. Microsoft knew that its conduct was certain or substantially certain to interfere with  
 9 Plaintiff's and Ohio Subclass Members' business relationships with eCommerce merchants.  
 10 Specifically, Microsoft understood that the Microsoft Shopping extension, when activated,  
 11 overwrites and replaces any existing affiliate tracking codes. Microsoft knew that when the  
 12 Microsoft Shopping extension activated after a consumer navigated to a specific merchant's  
 13 website using a specific online marketer's affiliate link, the Microsoft Shopping extension would  
 14 overwrite and replace the existing online marketer's tracking code and replace it with Microsoft's  
 15 tracking code. Microsoft knew that the overwriting and replacement of existing affiliate tracking  
 16 codes by the Microsoft Shopping extension would result in the eCommerce merchant crediting  
 17 Microsoft, rather than the online marketer, with the sale and paying Microsoft, instead of Plaintiff  
 18 and Ohio Subclass Members, the monies that Plaintiff and Ohio Subclass Members rightfully  
 19 earned as the true originators of sales arising from their affiliate marketing links.

20       316. Microsoft's conduct interfered with Plaintiff's and Ohio Subclass Members'  
 21 business relationships with eCommerce merchants by causing eCommerce merchants to pay  
 22 Microsoft, instead of Plaintiff and Ohio Subclass Members, the monies that Plaintiff and Ohio  
 23 Subclass Members rightfully earned as the true originators of sales arising from their affiliate  
 24 marketing links.

25       317. As a direct and proximate result of Microsoft's interference with Plaintiff's and  
 26 Ohio Subclass Members' contracts with eCommerce merchants, Plaintiff and Ohio Subclass

1 Members suffered harm and economic injury by being deprived of commissions they should have  
 2 rightfully received pursuant to their contracts with eCommerce merchants for providing referrals  
 3 through their affiliate links. As a result of the above conduct, Microsoft is liable to Plaintiff and  
 4 Ohio Subclass Members for damages in an amount to be determined at trial.

5 **COUNT FIFTEEN — UNJUST ENRICHMENT**

6 318. The Ohio Plaintiff identified above (“Plaintiff,” for purposes of this Count),  
 7 individually and on behalf of the Ohio Subclass, repeats and realleges the allegations contained in  
 8 the Statement of Facts as if fully set forth herein.

9 319. Plaintiff and Ohio Subclass Members lack an adequate remedy at law. Microsoft’s  
 10 misconduct has interfered with Plaintiff’s and Ohio Subclass Members’ ability to profit from their  
 11 affiliate marketing efforts and constitutes ongoing harm that requires equitable relief.

12 320. Plaintiff and Ohio Subclass Members have an interest, both equitable and legal, in  
 13 the referral fees and commission payments to which they were wrongfully deprived. These  
 14 payments were rightfully earned by Plaintiff and Ohio Subclass Members, not Microsoft

15 321. Plaintiff and Ohio Subclass Members conferred a benefit on Microsoft, because  
 16 Plaintiff and Ohio Subclass Members drove prospective customers to eCommerce merchants’  
 17 webpages, through their affiliate links and advertising efforts, to make purchases that resulted in  
 18 Microsoft’s receipt of referral fees and commission payments from those merchants.

19 322. Microsoft benefitted from the referral fees and commission payments that were  
 20 credited to it as a function of the Microsoft Shopping extension wrongfully representing to the  
 21 merchant that Microsoft, rather than Plaintiff and Ohio Subclass Members, should be assigned  
 22 credit for the conversion via last-click attribution.

23 323. Microsoft understood that it so benefitted, and it also understood and appreciated  
 24 that the Microsoft Shopping extension would cause the harm described herein because the  
 25 Microsoft Shopping extension monitors for existing affiliate tracking codes in a consumer’s  
 26 browser and, when activated, overwrites any existing affiliate tracking codes. Specifically, the

1 Microsoft Shopping extension is designed to contemporaneously monitor and log detailed  
 2 information about a user's browsing activity. This information includes, among other things, the  
 3 full-string URL of each web page visited by a consumer. From these URLs, Microsoft knew when  
 4 a consumer navigated to a specific merchant's website using a specific affiliate's referral link.  
 5 Microsoft further knew that, when activated, the Microsoft browser extension overwrites and  
 6 replaces any existing affiliate codes with Microsoft's own tracking code. Microsoft understood  
 7 that when a consumer navigated to an eCommerce merchant's website using a specific online  
 8 marketer's affiliate link and the Microsoft Shopping extension was activated, the Microsoft  
 9 Shopping extension would overwrite and replace the online marketer's tracking code with  
 10 Microsoft's tracking code, which would result in Microsoft, rather than the online marketer, being  
 11 assigned credit for the sale and awarded any commission or referral fee.

12 324. But for Microsoft's unjust and improper use of the Microsoft Shopping extension,  
 13 it would not have been credited and awarded commission on sales that emanated from Plaintiff's  
 14 and Ohio Subclass Members' respective affiliate marketing links.

15 325. As a result of Microsoft's wrongful conduct as alleged in this Complaint, Microsoft  
 16 has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and Ohio Subclass  
 17 Members.

18 **CLAIMS ON BEHALF OF THE TEXAS SUBCLASS**

19 **COUNT SIXTEEN — INTENTIONAL INTERFERENCE WITH CONTRACTUAL  
 20 RELATIONS**

21 326. The Texas Plaintiff identified above ("Plaintiff," for purposes of this Count),  
 22 individually and on behalf of the Texas Subclass, repeats and realleges the allegations contained  
 23 in the Statement of Facts as if fully set forth herein.

24 327. Plaintiff and Texas Subclass Members are engaged in ongoing, valid contractual  
 25 relationships with eCommerce merchants to promote products and services to consumers in  
 26 exchange for commissions, including as set forth herein. Under the terms of these contracts,  
 Plaintiff and Texas Subclass Members distribute affiliate links to refer consumers to products and

1 services sold or offered by the eCommerce merchants. In return, eCommerce merchants provide  
 2 Plaintiff and Texas Subclass Members with a referral fee or commission payment if a consumer  
 3 completes a transaction on the eCommerce merchant's website after navigating to the merchant's  
 4 website through an affiliate link distributed by Plaintiff and Texas Subclass Members.

5 328. Microsoft knew that its conduct was certain or substantially certain to interfere with  
 6 Plaintiff's and Texas Subclass Members' contracts with eCommerce merchants. Specifically,  
 7 Microsoft understood that the Microsoft Shopping extension, when activated, overwrites and  
 8 replaces any existing affiliate tracking codes. Microsoft knew that when the Microsoft Shopping  
 9 extension activated after a consumer navigated to a specific merchant's website using a specific  
 10 online marketer's affiliate link, the Microsoft Shopping extension would overwrite and replace the  
 11 existing online marketer's tracking code and replace it with Microsoft's tracking code. Microsoft  
 12 knew that the overwriting and replacement of existing affiliate tracking codes by the Microsoft  
 13 Shopping extension would result in Microsoft, rather than the online marketer, being credited for  
 14 the sale and would cause eCommerce merchants to breach their agreements with Plaintiff and  
 15 Texas Subclass Members by paying Microsoft, instead of Plaintiff and Texas Subclass Members,  
 16 the monies that Plaintiff and Texas Subclass Members rightfully earned as the true originators of  
 17 sales arising from their affiliate marketing links. This conduct is wrongful, improper, and without  
 18 justification as set forth herein, including because it violates the Washington Consumer Protection  
 19 Act, RCW §§ 19.86 *et seq.* and Computer Fraud and Abuse Act (CFAA), 18 U.S.C. § 1030. This  
 20 conduct is further wrongful, improper, and without justification because it contravenes existing  
 21 standards and norms in the affiliate marketing industry that prohibit the use of cookie stuffing to  
 22 divert affiliate commissions.

23 329. Microsoft's willful and intentional conduct interfered with Plaintiff's and Texas  
 24 Subclass Members' contracts with eCommerce merchants by causing eCommerce merchants to  
 25 pay Microsoft, instead of Plaintiff and Texas Subclass Members, the monies that Plaintiff and  
 26 Texas Subclass Members rightfully earned as the true originators of sales arising from their

affiliate marketing links.

330. As a direct and proximate result of Microsoft's interference with Plaintiff's and Texas Subclass Members' contracts with eCommerce merchants, Plaintiff and Texas Subclass Members suffered harm and economic injury by being deprived of commissions they should have rightfully received pursuant to their contracts with eCommerce merchants for providing referrals through their affiliate links. As a result of the above conduct, Microsoft is liable to Plaintiff and Texas Subclass Members for damages in an amount to be determined at trial.

## COUNT SEVENTEEN — UNJUST ENRICHMENT

331. The Texas Plaintiff identified above (“Plaintiff,” for purposes of this Count), individually and on behalf of the Texas Subclass, repeats and realleges the allegations contained in the Statement of Facts as if fully set forth herein.

332. Plaintiff and Texas Subclass Members lack an adequate remedy at law. Microsoft's misconduct has interfered with Plaintiff's and Texas Subclass Members' ability to profit from their affiliate marketing efforts and constitutes ongoing harm that requires equitable relief.

333. Plaintiff and Texas Subclass Members have an interest, both equitable and legal, in the referral fees and commission payments that Microsoft received.

334. Plaintiff and Texas Subclass Members rightfully earned the referral fees and commission payments that Microsoft ultimately received, because Plaintiff and Texas Subclass Members drove prospective customers to eCommerce merchants' webpages, through their affiliate links and advertising efforts, to make purchases.

335. Microsoft received the referral fees and commission payments that were credited to it by eCommerce merchants as a function of the Microsoft Shopping extension wrongfully representing to those merchants that Microsoft, rather than Plaintiff and Texas Subclass Members, should be assigned credit for the transaction via last-click attribution.

336. Microsoft wrongfully secured the referral fees and commission payments by using the Microsoft Shopping extension to overwrite affiliate tracking codes that identified Plaintiff and

1 Texas Subclass Members as the referrers of consumers and the parties to be awarded commissions  
 2 with tracking codes identifying Microsoft as the referrer to whom a commission should be  
 3 awarded.

4 337. But for Microsoft's unjust and improper use of the Microsoft Shopping extension,  
 5 it would not have been credited and awarded commission on sales that emanated from Plaintiff's  
 6 and Texas Subclass Members' respective affiliate marketing links.

7 338. As a result of Microsoft's wrongful conduct as alleged in this Complaint, Microsoft  
 8 has received money in the form of commissions and referral fees that rightfully belongs to Plaintiff  
 9 and Texas Subclass Members, and it would be unjust to permit Microsoft to retain the commissions  
 10 and referral fees it diverted from Plaintiff and Texas Subclass Members.

11 339. Microsoft continues to benefit and profit from the operation of the Microsoft  
 12 Shopping extension while Plaintiff and Texas Subclass Members continue to have their rightful  
 13 commission payments diverted to Microsoft.

14 340. The money conferred upon, received, and enjoyed by Microsoft was not conferred  
 15 officially or gratuitously, and it would be inequitable and unjust for Microsoft to retain the  
 16 benefit.

17 341. Equity and good conscience militate against permitting Microsoft to retain the  
 18 profits and benefits from its wrongful conduct, which should be restored to Plaintiff and Texas  
 19 Subclass Members.

20 **CLAIMS ON BEHALF OF THE WASHINGTON SUBCLASS**

21 **COUNT EIGHTEEN — INTENTIONAL INTERFERENCE WITH CONTRACTUAL  
 22 RELATIONS OR BUSINESS EXPECTANCY**

23 342. The Washington Plaintiff identified above ("Plaintiff," for purposes of this Count),  
 24 individually and on behalf of the Washington Subclass, repeats and realleges the allegations  
 25 contained in the Statement of Facts as if fully set forth herein.

26 343. Plaintiff and Washington Subclass Members are engaged in ongoing contractual  
 27 relationships with eCommerce merchants to promote products and services to consumers in

1 exchange for commissions, including as set forth herein. Under the terms of these contracts,  
 2 Plaintiff and Washington Subclass Members distribute affiliate links to refer consumers to  
 3 products and services sold or offered by the eCommerce merchants. In return, eCommerce  
 4 merchants provide Plaintiff and Washington Subclass Members with a referral fee or commission  
 5 payment if a consumer completes a transaction on the eCommerce merchant's website after  
 6 navigating to the merchant's website through an affiliate link distributed by Plaintiff and  
 7 Washington Subclass Members.

8 344. Microsoft knew of or knew of facts giving rise to the business relationships between  
 9 eCommerce merchants on the one hand and Plaintiff and Washington Subclass Members on the  
 10 other, whereby Plaintiff and Washington Subclass Members promote and provide affiliate links to  
 11 consumers for products or services on an eCommerce merchant's website in exchange for  
 12 receiving commissions from the eCommerce merchant for transactions credited to Plaintiff's and  
 13 Washington Subclass Members' affiliate links via last-click attribution. Microsoft knew that the  
 14 Microsoft Shopping extension monitors and logs a consumer's browsing activity and understood  
 15 that economic relationships such as those between affiliate marketers like Plaintiff and Washington  
 16 Subclass Members and eCommerce merchants are standard in the affiliate marketing industry.  
 17 Specifically, the Microsoft Shopping extension is designed to monitor and contemporaneously log  
 18 detailed information about a consumer's browsing activity, including the full-string URL of each  
 19 web page visited by a consumer. From these URLs, Microsoft knew when a consumer navigated  
 20 to a specific merchant's website using a specific affiliate's referral link and thus knew of the  
 21 existence of a commission-based economic relationship between the specific merchant and the  
 22 specific affiliate retailer.

23 345. Through use of the Microsoft Shopping extension, Microsoft diverts commission  
 24 payments from Plaintiff and Washington Subclass Members who promoted and shared an affiliate  
 25 link and generated the referral and ultimate sale of an eCommerce merchant's product or service.  
 26 Specifically, the Microsoft Shopping extension replaces tracking tags that identify online

1 marketers as the source of an eCommerce referral with its own tracking tags and holds itself out  
 2 as the referrer of the specific products and/or services even though the sale in question emanated  
 3 from an online marketer's affiliate marketing link. Microsoft's conduct is wrongful, improper, and  
 4 without justification as set forth herein, including because Microsoft in fact caused injury to  
 5 Plaintiff's and Washington Subclass Members' contractual relationships with eCommerce  
 6 merchants. This conduct is also wrongful and without justification because it violates  
 7 Washington's Consumer Protection Act, RCW §§ 19.86 *et seq.* and Computer Fraud and Abuse  
 8 Act (CFAA), 18 U.S.C. § 1030. This conduct is further wrongful and without justification because  
 9 it contravenes existing standards and norms in the affiliate marketing industry that prohibit the use  
 10 of cookie stuffing to divert affiliate commissions.

11       346. Microsoft knew that its conduct was certain or substantially certain to interfere with  
 12 Plaintiff's and Washington Subclass Members' business relationships with eCommerce  
 13 merchants. Specifically, Microsoft understood that the Microsoft Shopping extension, when  
 14 activated, overwrites and replaces any existing affiliate tracking codes. Microsoft knew that when  
 15 the Microsoft Shopping extension activated after a consumer navigated to a specific merchant's  
 16 website using a specific online marketer's affiliate link, the Microsoft Shopping extension would  
 17 overwrite and replace the existing online marketer's tracking code and replace it with Microsoft's  
 18 tracking code. Microsoft knew that the overwriting and replacement of existing affiliate tracking  
 19 codes by the Microsoft Shopping extension would result in Microsoft, rather than the online  
 20 marketer, being credited for the sale and would cause eCommerce merchants to breach their  
 21 agreements with Plaintiff and Washington Subclass Members by paying Microsoft, instead of  
 22 Plaintiff and Washington Subclass Members, the monies that Plaintiff and Washington Subclass  
 23 Members rightfully earned as the true originators of sales arising from their affiliate marketing  
 24 links.

25       347. Microsoft's intentional conduct interfered with Plaintiff's and Washington  
 26 Subclass Members' business relationships with eCommerce merchants by causing eCommerce

1 merchants to pay Microsoft, instead of Plaintiff and Washington Subclass Members, the monies  
 2 that Plaintiff and Washington Subclass Members rightfully earned as the true originators of sales  
 3 arising from their affiliate marketing links.

4       348. As a direct and proximate result of Microsoft's interference with Plaintiff's and  
 5 Washington Subclass Members' contracts with eCommerce merchants, Plaintiff and Washington  
 6 Subclass Members suffered harm and economic injury by being deprived of commissions they  
 7 should have rightfully received pursuant to their contracts with eCommerce merchants for  
 8 providing referrals through their affiliate links. As a result of the above conduct, Microsoft is liable  
 9 to Plaintiff and Washington Subclass Members for damages in an amount to be determined at trial.

10                   **COUNT NINETEEN — UNJUST ENRICHMENT**

11       349. The Washington Plaintiff identified above ("Plaintiff," for purposes of this Count),  
 12 individually and on behalf of the Washington Subclass, repeats and realleges the allegations  
 13 contained in the Statement of Facts as if fully set forth herein.

14       350. Plaintiff and Washington Subclass Members lack an adequate remedy at law.  
 15 Microsoft's misconduct has interfered with Plaintiff's and Washington Subclass Members' ability  
 16 to profit from their affiliate marketing efforts and constitutes ongoing harm that requires equitable  
 17 relief.

18       351. Plaintiff and Washington Subclass Members have an interest, both equitable and  
 19 legal, in the referral fees and commission payments to which they were wrongfully deprived. These  
 20 payments were rightfully earned by Plaintiff and Washington Subclass Members, not Microsoft.

21       352. Plaintiff and Washington Subclass Members conferred a benefit on Microsoft,  
 22 because Plaintiff and Washington Subclass Members drove prospective customers to eCommerce  
 23 merchants' webpages, through their affiliate links and advertising efforts, to make a purchase that  
 24 resulted in Microsoft's receipt of referral fees and commission payments from those merchants.

25       353. Microsoft benefitted from the referral fees and commission payments that were  
 26 credited to it as a function of the Microsoft Shopping extension wrongfully representing to the

1 merchant that Microsoft, rather than Plaintiff and Washington Subclass Members, should be  
 2 assigned credit for the conversion via last-click attribution.

3 354. Microsoft understood that it so benefitted, and it also understood and appreciated  
 4 that the Microsoft Shopping extension would cause the harm described herein because the  
 5 Microsoft Shopping extension monitors for existing affiliate tracking codes in a consumer's  
 6 browser and, when activated, overwrites any existing affiliate tracking codes. Specifically, the  
 7 Microsoft Shopping extension is designed to contemporaneously monitor and log detailed  
 8 information about a user's browsing activity. This information includes, among other things, the  
 9 full-string URL of each web page visited by a consumer. From these URLs, Microsoft knew when  
 10 a consumer navigated to a specific merchant's website using a specific affiliate's referral link.  
 11 Microsoft further knew that, when activated, the Microsoft browser extension overwrites and  
 12 replaces any existing affiliate codes with Microsoft's own tracking code. Microsoft understood  
 13 that when a consumer navigated to an eCommerce merchant's website using a specific online  
 14 marketer's affiliate link and the Microsoft Shopping extension was activated, the Microsoft  
 15 Shopping extension would overwrite and replace the online marketer's tracking code with  
 16 Microsoft's tracking code, which would result in Microsoft, rather than the online marketer, being  
 17 assigned credit for the sale and awarded any commission or referral fee.

18 355. But for Microsoft's unjust and improper use of the Microsoft Shopping extension,  
 19 it would not have been credited and awarded commission on sales that emanated from Plaintiff's  
 20 and Washington Subclass Members' respective affiliate marketing links.

21 356. As a result of Microsoft's wrongful conduct as alleged in this Complaint, Microsoft  
 22 has been unjustly enriched at the expense of, and to the detriment of, Plaintiff and Washington  
 23 Subclass Members.

24 357. Microsoft continues to benefit and profit from the operation of the Microsoft  
 25 Shopping extension while Plaintiff and Washington Subclass Members continue to have their  
 26 rightful commission payments diverted to Microsoft.

358. Microsoft's unjust enrichment is traceable to, and resulted directly and proximately from the conduct alleged herein, including by using the Microsoft Shopping extension to wrongfully credit itself with referrals and commissions it did not rightfully earn.

359. The benefit conferred upon, received, and enjoyed by Microsoft was not conferred officially or gratuitously, and it would be inequitable and unjust for Microsoft to retain the benefit.

360. Equity and good conscience militate against permitting Microsoft to retain the profits and benefits from its wrongful conduct, which should be restored to Plaintiff and Washington Subclass Members.

## X. RELIEF REQUESTED

361. Plaintiffs, on behalf of themselves and all others similarly situated, ask the Court for the following relief:

A. Certify this case as a class action, and appoint Plaintiffs as Class Representatives and appoint Class Counsel;

B. Enter judgment in favor of Plaintiffs and the Classes;

C. Enter injunctive and declaratory relief as is necessary to protect the interests of Plaintiffs and the Classes, including to prevent the Microsoft Shopping browser extension from taking credit for sales it did not originate;

D. Award all actual, general, special, incidental, statutory, treble, punitive, liquidated, and consequential damages and restitution to which Plaintiffs and the Classes are entitled:

E. Award disgorgement of monies obtained through and as a result of the wrongful conduct alleged herein;

F. Award Plaintiffs and the Classes pre-judgment and post-judgment interest as provided by law;

G. Enter such other orders as may be necessary to restore Plaintiffs and the

1 Classes any money and property acquired by Microsoft through its wrongful conduct;

2 H. Award Plaintiffs and the Classes reasonable litigation expenses and  
3 attorneys' fees as permitted by law; and

4 I. Award such other and further relief as the Court deems just and proper.

5 **XI. JURY TRIAL DEMAND**

6 362. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury  
7 for all issues so triable as of right.

8 Dated June 13, 2025

9 By: s/ Derek W. Loeser  
10 Derek W. Loeser, WSBA #24274  
11 KELLER ROHRBACK L.L.P.  
12 1201 Third Avenue, Suite 3400  
13 Seattle, WA 98101-3268  
14 Telephone: (206) 623-1900  
15 Facsimile: (206) 623-3384  
16 dloeser@kellerrohrback.com

17 Dated June 13, 2025

18 By: s/ Jason T. Dennett  
19 Jason T. Dennett, WSBA #30686  
20 TOUSLEY BRAIN STEPHENS PLLC  
21 1200 Fifth Avenue, Suite 1700  
22 Seattle, Washington 98101  
23 Telephone: (206) 682-5600  
24 jdennett@tousley.com

25 Dated June 13, 2025

26 By: s/ Gary M. Klinger  
27 Gary M. Klinger (*pro hac vice*)  
28 MILBERG COLEMAN BRYSON  
29 PHILLIPS GROSSMAN, PLLC  
30 227 W. Monroe Street, Suite 2100  
31 Chicago, IL 60606  
32 Telephone: (866) 252-0878  
33 gklinger@milberg.com

1 Dated June 13, 2025

2 By: /s Adam E. Polk

3 Adam E. Polk (*pro hac vice*)

4 GIRARD SHARP LLP

5 601 California Street, Suite 1400

6 San Francisco, CA 94108

7 Telephone: (415) 981-4800

8 apolk@girardsharp.com

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*Interim Class Counsel*