

**SUPERIOR COURT OF WASHINGTON**  
**FOR KING COUNTY**

**BO SHANG, an individual,**

Plaintiff,

v.

**AMAZON.COM, INC., a Delaware corporation,**

Defendant.

Case No. \_\_\_\_\_

**COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF, AND OTHER RELIEF**

**I. INTRODUCTION**

1. Plaintiff, **Bo Shang** ("Plaintiff"), brings this action against **Amazon.com, Inc.** ("Amazon" or "Defendant"), alleging that Defendant sold or facilitated the sale of a stolen Google Pixel 7A smartphone through its Prime shipping program. Plaintiff contends that after discovering the phone was stolen, Amazon:

1. Required Plaintiff to drop off the return in person at an Amazon-approved location; and

2. Imposed a 20% restocking fee due to a purported 90-day return limit — even though the device's stolen status was unknown to Plaintiff until after that period.

2. Plaintiff seeks compensatory damages, equitable relief, attorneys' fees (if permitted by law), and any other relief deemed just and proper.

**II. JURISDICTION AND VENUE**

3. **Subject Matter Jurisdiction:** This Court has jurisdiction over the claims asserted herein under **RCW 2.08.010**, which grants the Superior Court original jurisdiction in all civil actions where the value of the claim exceeds the jurisdictional limits of inferior courts.

4. **Personal Jurisdiction:** Defendant Amazon.com, Inc. is headquartered in Seattle, Washington, transacts substantial business in King County, and has purposely availed itself of the benefits and protections of Washington laws. Therefore, personal jurisdiction is proper under **RCW 4.28.185** and general principles of due process.

5. **Venue:** Venue is proper in **King County** under **RCW 4.12.025(1)** because Defendant's principal place of business is in King County, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in King County.

### III. PARTIES

6. **Plaintiff, Bo Shang** ("Plaintiff"), is an individual residing in [County/State], who purchased a Pixel 7A smartphone from Amazon's platform under the Amazon Prime shipping program.

7. **Defendant, Amazon.com, Inc.** ("Amazon" or "Defendant"), is a Delaware corporation with its principal place of business located at 410 Terry Avenue North, Seattle, Washington 98109.

### IV. FACTUAL BACKGROUND

8. **Purchase and Discovery of Stolen Status:**

- On or about [date of purchase], Plaintiff purchased a Google Pixel 7A smartphone from Amazon. The product was labeled "Prime," suggesting either it was sold by Amazon or fulfilled by Amazon on behalf of a third-party seller.
- Plaintiff received and used the phone but subsequently discovered, through [documentation from manufacturer/mobile carrier/police report/other source], that the device had been reported **stolen** before Plaintiff's purchase.

9. **Notification to Amazon:**

- Plaintiff promptly informed Amazon Customer Service of the phone's stolen status and requested a refund.
- Amazon instructed Plaintiff to drop off the device at an approved Amazon or carrier location. Plaintiff was forced to personally handle and transport the stolen item at his own expense and inconvenience.

10. **Restocking Fee Imposed:**

- Amazon refused to process the return without a **20% restocking fee**, asserting that the phone was outside the 90-day return window.
- Plaintiff contends that the stolen status was not discoverable through normal use until after this arbitrary deadline; moreover, it is unconscionable to charge any restocking fee for returning a stolen product that never should have been sold in the first place.

11. **Harm to Plaintiff:**

- Plaintiff relied on Amazon's representations of safety, security, and product legitimacy, especially for "Prime" products.
- Plaintiff incurred financial, legal, and practical harm, including the inconvenience and potential liability of possessing stolen goods, time and travel costs for dropping off the return, and the 20% restocking fee demanded by Amazon.

12. **Amazon's Role and Representations:**

- By labeling the Pixel 7A purchase with "Prime," Amazon effectively represented to Plaintiff that the item was vetted or at least subject to certain quality and authenticity controls.
- Plaintiff contends Amazon either owned the device before sale (as part of its Fulfillment by Amazon stock) or acted as a primary facilitator, thus materially controlling the transaction.
- In numerous marketing statements, Amazon promotes its marketplace as safe and reliable, guaranteeing customers they can "buy with confidence" under programs such as "A-to-Z Guarantee." However, these assurances proved hollow in Plaintiff's case.

## V. CAUSES OF ACTION

Plaintiff realleges and incorporates by reference each of the preceding paragraphs as though fully set forth herein.

### COUNT I – VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT (RCW 19.86)

13. The **Washington Consumer Protection Act ("WCPA")**, codified at **RCW 19.86**, prohibits unfair or deceptive acts or practices in the conduct of trade or commerce.

14. Defendant, by enabling the sale of stolen goods under the Amazon Prime program and by imposing an unconscionable restocking fee when the item was finally discovered to be stolen, committed one or more unfair or deceptive acts or practices likely to mislead a reasonable consumer.

15. **Case Law Support:**

- *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778, 784–85 (1986) (stating the elements for a private action under the WCPA, including unfair or deceptive acts, occurring in trade or commerce, that affect the public interest, and cause injury).
- *Klem v. Washington Mut. Bank*, 176 Wn.2d 771, 787 (2013) (affirming that an act need only have the capacity to deceive a substantial portion of the public to violate the CPA).

16. Amazon's acts and omissions proximately caused injury to Plaintiff's business or property, including monetary loss and other damages, thus violating **RCW 19.86.020**.

17. Pursuant to **RCW 19.86.090**, Plaintiff seeks actual damages, treble damages up to statutory limits, and reasonable attorneys' fees and costs.

## **COUNT II – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (RCW 62A.2-314)**

18. Under **RCW 62A.2-314**, every contract for the sale of goods includes an implied warranty of merchantability, which ensures the product is fit for the ordinary purposes for which goods of that kind are used, and that the product is lawfully sold (not stolen).

19. By advertising and fulfilling the sale of a **stolen** Google Pixel 7A, Defendant breached the implied warranty of merchantability, as stolen merchandise cannot be lawfully resold and is inherently unfit for normal ownership and use.

### **20. Case Law Support:**

- *Baughn v. Honda Motor Co., Ltd.*, 107 Wn.2d 127, 151 (1986) (discussing implied warranties in the context of consumer goods).
- *Touchet Valley Grain Growers, Inc. v. Opp & Seibold Gen. Constr., Inc.*, 119 Wn.2d 334, 341 (1992) (outlining the scope of implied warranties under Washington's Uniform Commercial Code).

21. As a direct and proximate result of Defendant's breach, Plaintiff suffered damages in an amount to be proven at trial.

## **COUNT III – NEGLIGENCE / NEGLIGENT MISREPRESENTATION**

22. Defendant owed a duty of care to Plaintiff as a consumer who relied on Defendant's platform and "Prime" services. Given Amazon's representations of safety and security, it had a duty to prevent the sale of stolen goods or at least conduct reasonable checks.

23. Defendant breached this duty by failing to implement adequate inventory control, screening, or verification processes to ensure that items sold or fulfilled via Amazon Prime were not stolen property.

### **24. Case Law Support:**

- *Mbewe v. Amazon.com, Inc.*, No. 2:18-cv-00848-RAJ, 2019 WL 2994693 (W.D. Wash. July 9, 2019) (while not a final published opinion on negligence, referencing Amazon's potential duty of care when fulfilling goods through its marketplace).
- *Erie Ins. Co. v. Amazon.com, Inc.*, 925 F.3d 135 (4th Cir. 2019) (persuasive authority from another Circuit analyzing Amazon's responsibilities as a seller or facilitator).

25. Plaintiff relied on Amazon's statements and "Prime" labeling, believing the product was legitimate and non-stolen. Plaintiff would not have purchased the phone had he known it was stolen.

26. This reliance was justifiable given Amazon's longstanding marketing as a trusted e-commerce platform. Defendant's negligent conduct directly and proximately caused harm to Plaintiff, including but not limited to the cost of the phone, the time and expense of the forced return, and the imposed restocking fee.

## **VI. DAMAGES AND RELIEF SOUGHT**

WHEREFORE, Plaintiff respectfully requests judgment in his favor as follows:

1. **Compensatory Damages:** For all losses, including but not limited to the purchase price of the Pixel 7A, related fees, costs incurred to return the stolen device, and any other economic losses.
2. **Treble Damages:** As allowed under **RCW 19.86.090** for violations of the Washington Consumer Protection Act, up to the statutory maximum.
3. **Injunctive Relief:**
  - Enjoining Defendant from imposing restocking fees on products that turn out to be stolen.
  - Requiring Defendant to improve inventory and fulfillment procedures to prevent future sales of stolen property.
4. **Attorneys' Fees and Costs:** Pursuant to **RCW 19.86.090** (for CPA violations) and any other applicable provision of law.
5. **Pre- and Post-Judgment Interest:** As permitted by law.
6. **Such Other and Further Relief** as the Court deems just, equitable, and proper.

## **VII. JURY DEMAND**

Pursuant to **CR 38** of the Washington Superior Court Civil Rules, Plaintiff demands trial by jury on all issues so triable.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, **Bo Shang**, prays for judgment against Defendant, **Amazon.com, Inc.**, in an amount to be proven at trial, including but not limited to compensatory and statutory damages, along with equitable relief, interest, costs, and attorneys' fees (if allowed by law), and for such other relief as this Court deems just and proper.

**DATED this** \_\_ **day of** \_\_\_\_\_, **20**\_\_.

Respectfully submitted,

**Bo Shang (Pro Se)**

[Address]

[Phone Number]

[Email Address]

*(Or, if represented by counsel:)*

[Attorney Name, WSBA #]

[Law Firm Name]

[Address]

[Phone Number]

[Email Address]

Attorneys for Plaintiff

## **ADDITIONAL IMPORTANT NOTES**

### **1. Court Selection:**

- This draft is styled for the **Superior Court of Washington in King County** (state court) because Amazon.com, Inc. has its principal place of business in Seattle.
- Depending on the damages sought and your residency, you could also consider the **United States District Court for the Western District of Washington** if diversity jurisdiction (28 U.S.C. § 1332) is satisfied or if you assert claims under federal statutes.

### **2. Incorporating Other Laws:**

- If Plaintiff is located in a different state, you may want to allege violations of your state's consumer protection statutes.
- Double-check the local rules for citations, formatting, and specific cause-of-action requirements (especially if referencing the Uniform Commercial Code as codified in another state).

### **3. Case Law:**

- The included case citations (*Hangman Ridge, Klem, Touchet Valley, etc.*) are Washington precedents. If filing elsewhere, consult local and controlling appellate/federal case law.

- *Erie Ins. Co. v. Amazon.com, Inc.* (4th Cir. 2019) and *Oberdorf v. Amazon.com, Inc.* (3d Cir. 2019) are persuasive authorities regarding online marketplace liability. Their final outcomes differ by circuit and subsequent appeals may alter their precedential value; consult an attorney for updates.

4. **Service of Process:**

- Amazon's registered agent in Washington (as of publicly available data) is **Corporation Service Company**, located at 300 Deschutes Way SW, Suite 208 MC-CSC1, Tumwater, WA 98501. Confirm the current registered agent before serving.

5. **Legal Counsel:**

- Given the complexity of claims involving Amazon, it is highly advisable to seek representation by an attorney knowledgeable in consumer law, e-commerce liability, and Washington practice rules.

EXHIBIT 1:

## Customer Service Chat



**D** Hello Shang ,I am glad to assist you today !

**B** i'd like a full refund i'd be happy to ship the phone in  
else face legal action

**D** I can understand you want return the item , No worry I will  
definitely check and help you in this.

**B** thanks so much!

**D** May I know the reason for return?

**B** the IMEIs (both) are banned everywhere such as by Visible  
cuz it was stolen

[End this chat](#)

Send a message



Exhibit 2:



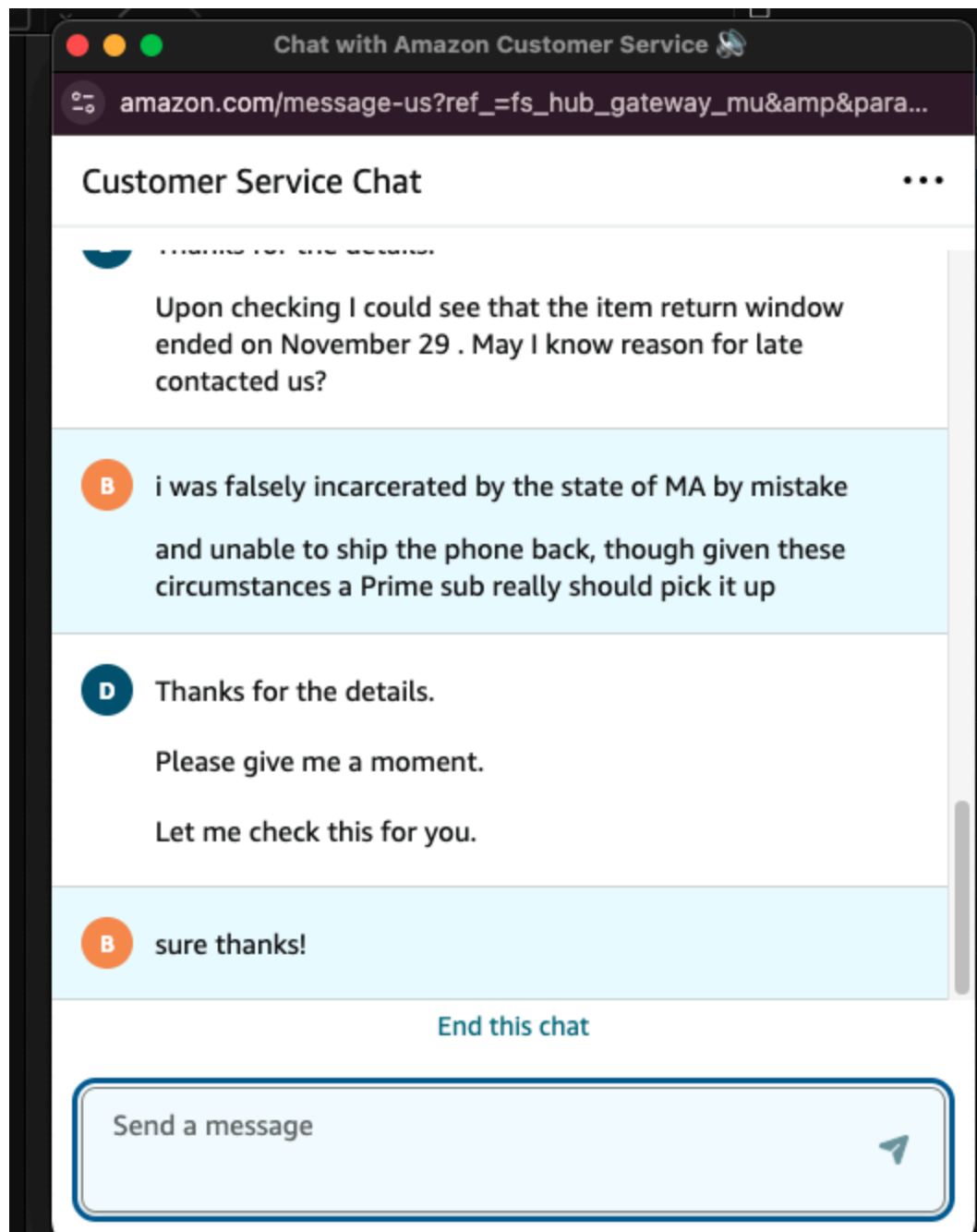


EXHIBIT 3:

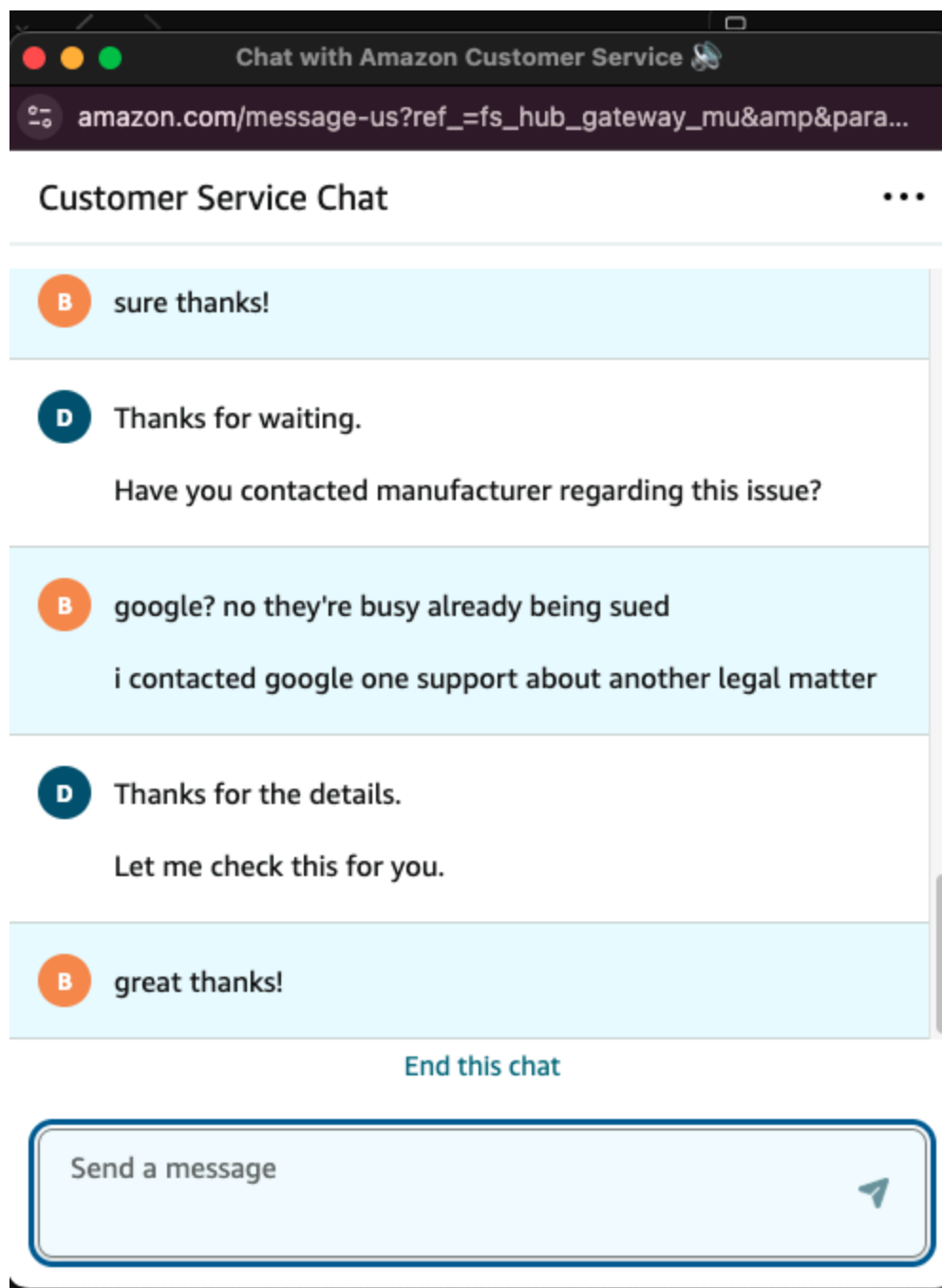


EXHIBIT 4:

