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SUMMONS	2:48
TO: AMAZON.COM, INC.	2:50
=== COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF, AND OTHER RELIEF ===	3:83
) COMPLAINT FOR DAMAGES,	3:85
) AND OTHER RELIEF	3:88
I INTRODUCTION	3:94
1 Plaintiff, Bo Shang ("Plaintiff"), brings this action against Amazon.com, Inc. ("Amazon" or	3:96
"Defendant"), alleging that Defendant sold or facilitated the sale of a stolen Google Pixel	3:97
7A	
smartphone through its Prime shipping program. Plaintiff contends that after discovering	3:98
the phone	
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2 Plaintiff seeks compensatory damages, equitable relief, attorneys' fees (if permitted by	3:104
law), and	
any other relief deemed just and proper.	3:105
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3 Subject Matter Jurisdiction: This Court has jurisdiction over the claims asserted herein	4:109
under	
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where the	
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4 Personal Jurisdiction: Defendant Amazon.com, Inc. is headquartered in Seattle, Washington,	4:113
transacts substantial business in King County, and has purposely availed itself of the benefits and	4:114
protections of Washington laws. Therefore, personal jurisdiction is proper under RCW 4.28.185 and	4:115
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5 Venue: Venue is proper in King County under RCW 4.12.025(1) because Defendant's principal	4:118
place of business is in King County, and a substantial part of the events or omissions giving rise to	4:119
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6 Plaintiff, Bo Shang ("Plaintiff"), is an individual residing in [County/State], who purchased a Pixel	4:124
7A smartphone from Amazon's platform under the Amazon Prime shipping program.	4:125
7 Defendant, Amazon.com, Inc. ("Amazon" or "Defendant"), is a Delaware corporation with its	4:127
principal place of business located at 410 Terry Avenue North, Seattle, Washington 98109.	4:128
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16 Amazon's acts and omissions proximately caused injury to Plaintiff's business or property,	6:184
including monetary loss and other damages, thus violating RCW 19.86.020.	6:188
17 Pursuant to RCW 19.86.090, Plaintiff seeks actual damages, treble damages up to statutory	6:189
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19 By advertising and fulfilling the sale of a stolen Google Pixel 7A, Defendant breached the implied	6:198
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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	7:225
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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	7:229
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