

Superior Court of Massachusetts, Middlesex County

=== CIVIL CASE COVER SHEET ===

(Case Information and Case Designation Form – King County Superior Court)

1 Case Title:

Bo Shang v. Amazon.com, Inc.

2 Cause of Action:

TTO – Tort / Other

3 Case Category:

Civil – Tort / Other

4 Case Type Designation:

SEA – Seattle (King County Superior Court, Seattle Courthouse)

5 Plaintiff(s):

Name: Bo Shang

Address: 10 McCafferty Way

Phone: 781-999-4101

Email: bo@shang.software

6 Defendant(s):

Name: Amazon.com, Inc.

Address: 410 Terry Avenue North, Seattle, WA 98109

7 Attorney/Pro Se:

Pro Se (self-represented litigant)

8 I certify that this case meets the case assignment criteria for King County Superior Court.

Dated: February 4, 2025

Signature: _____

Printed Name: _____

(Pro Se)

=== SUMMONS ===

(SUPERIOR COURT OF WASHINGTON FOR KING COUNTY)

BO SHANG, an individual,)

) Case No. _____

Plaintiff,)

SUMMONS

TO: AMAZON.COM, INC.

410 Terry Avenue North

Seattle, WA 98109

A lawsuit has been started against you in the above-entitled court. The plaintiff's Complaint, which is attached, states the basis for this lawsuit.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing and serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons (or sixty (60) days if you are served outside the State of Washington), not counting the day of service. If you fail to do so, a default judgment may be entered against you without further notice for the relief demanded in the Complaint.

If you serve a Notice of Appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and served upon the person signing this Summons. Within fourteen (14) days after you serve the demand, the plaintiff must file this lawsuit with the court or the service on you of this Summons and Complaint will be void.

Dated: February 4, 2025

73 _____
74 Signature: _____
75 Printed Name: _____
76 Pro Se
77 10 McCafferty Way
78 781-999-4101
79 bo@shang.software
80
81 _____

82
83 **=== COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF, AND OTHER RELIEF ===**

84
85 **) COMPLAINT FOR DAMAGES,**
86 v.) INJUNCTIVE RELIEF,
87
88 **) AND OTHER RELIEF**
89 AMAZON.COM, INC., a Delaware)
90 corporation,)
91)
92 Defendant.)

93
94 **I INTRODUCTION**

95
96 **1 Plaintiff, Bo Shang ("Plaintiff"), brings this action against Amazon.com, Inc. ("Amazon" or**
97 **"Defendant"), alleging that Defendant sold or facilitated the sale of a stolen Google Pixel 7A**
98 **smartphone through its Prime shipping program. Plaintiff contends that after discovering the phone**
99 **was stolen, Amazon:**

- 100 1. Required Plaintiff to drop off the return in person at an Amazon-approved location; and
101 2. Imposed a 20% restocking fee due to a purported 90-day return limit — even though the device's stolen
102 status was unknown to Plaintiff until after that period.

103
104 **2 Plaintiff seeks compensatory damages, equitable relief, attorneys' fees (if permitted by law), and**
105 **any other relief deemed just and proper.**
106

107 **II JURISDICTION AND VENUE**
108

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.

145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180

145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180

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,

181 committed one or more unfair or deceptive acts or practices likely to mislead a reasonable
182 consumer.

184 **15 Case Law Support:**

- 185 • Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wn.2d 778, 784–85 (1986).
- 186 • Klem v. Washington Mut. Bank, 176 Wn.2d 771, 787 (2013).

188 **16 Amazon's acts and omissions proximately caused injury to Plaintiff's business or property,**
189 **including monetary loss and other damages, thus violating RCW 19.86.020.**

191 **17 Pursuant to RCW 19.86.090, Plaintiff seeks actual damages, treble damages up to statutory**
192 **limits, and reasonable attorneys' fees and costs.**

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

196 **18 Under RCW 62A.2-314, every contract for the sale of goods includes an implied warranty of**
197 **merchantability, which ensures the product is fit for the ordinary purposes for which goods of that**
198 **kind are used, and that the product is lawfully sold (not stolen).**

200 **19 By advertising and fulfilling the sale of a stolen Google Pixel 7A, Defendant breached the implied**
201 **warranty of merchantability, as stolen merchandise cannot be lawfully resold and is inherently unfit**
202 **for normal ownership and use.**

204 **20 Case Law Support:**

- 205 • Baughn v. Honda Motor Co., Ltd., 107 Wn.2d 127, 151 (1986).
- 206 • Touchet Valley Grain Growers, Inc. v. Opp & Seibold Gen. Constr., Inc., 119 Wn.2d 334, 341 (1992).

208 **21 As a direct and proximate result of Defendant's breach, Plaintiff suffered damages in an amount**
209 **to be proven at trial.**

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

213 **22 Defendant owed a duty of care to Plaintiff as a consumer who relied on Defendant's platform and**
214 **"Prime" services. Given Amazon's representations of safety and security, it had a duty to prevent**
215 **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).
- *Erie Ins. Co. v. Amazon.com, Inc.*, 925 F.3d 135 (4th Cir. 2019).

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 4 day of Feb, 2025.

Respectfully submitted,

Signature: _____

Printed Name: _____

Pro Se

10 McCafferty Way

781-999-4101

bo@shang.software