=== CIVIL CASE COVER SHEET ===	1:2
1 Case Title:	1:5
2 Cause of Action:	1:8
3 Case Category:	1:11
4 Case Type Designation:	1:14
5 Plaintiff(s):	1:17
6 Defendant(s):	1:23
7 Attorney/Pro Se:	1:27
8 I certify that this case meets the case assignment criteria for King County Superior	1:30
Court.	
=== SUMMONS ===	2:40
(SUPERIOR COURT OF WASHINGTON FOR KING COUNTY)	2:42
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
INTRODUCTION	3:94
1 Plaintiff, Bo Shang ("Plaintiff"), brings this action against Amazon.com, Inc. ("Amazon"	3:96
or	
"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	
was stolen, Amazon:	3:99
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
II JURISDICTION AND VENUE	3:107
3 Subject Matter Jurisdiction: This Court has jurisdiction over the claims asserted herein under	4:109
RCW 2.08.010, which grants the Superior Court original jurisdiction in all civil actions	4:110

where the	
value of the claim exceeds the jurisdictional limits of inferior courts.	4:111
4 Personal Jurisdiction: Defendant Amazon.com, Inc. is headquartered in Seattle,	4:113
Washington,	
transacts substantial business in King County, and has purposely availed itself of the	4:114
benefits and	
protections of Washington laws. Therefore, personal jurisdiction is proper under RCW	4:115
4.28.185 and	
general principles of due process.	4:116
5 Venue: Venue is proper in King County under RCW 4.12.025(1) because Defendant's	4:118
principal	
place of business is in King County, and a substantial part of the events or omissions	4:119
giving rise to	
Plaintiff's claims occurred in King County.	4:120
III PARTIES	4:122
6 Plaintiff, Bo Shang ("Plaintiff"), is an individual residing in [County/State], who	4:124
purchased a Pixel	
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	4:127
its	
principal place of business located at 410 Terry Avenue North, Seattle, Washington 98109.	4:128
IV FACTUAL BACKGROUND	4:130
8 Purchase and Discovery of Stolen Status:	4:132
9 Notification to Amazon:	4:140
10 Restocking Fee Imposed:	5:146
11 Harm to Plaintiff:	5:153
12 Amazon's Role and Representations:	5:160
V CAUSES OF ACTION	5:169
COUNT I – VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT (RCW	5:174
19.86)	
13 The Washington Consumer Protection Act ("WCPA"), codified at RCW 19.86, prohibits	5:176
unfair or	

Washington State Superior Court, King County TABLE OF CONTENTS

deceptive acts or practices in the conduct of trade or commerce.	5:177
14 Defendant, by enabling the sale of stolen goods under the Amazon Prime program and	5:179
by	
imposing an unconscionable restocking fee when the item was finally discovered to be	5:180
stolen,	
committed one or more unfair or deceptive acts or practices likely to mislead a reasonable	6:181
consumer.	6:182
15 Case Law Support:	6:184
16 Amazon's acts and omissions proximately caused injury to Plaintiff's business or	6:188
property,	
including monetary loss and other damages, thus violating RCW 19.86.020.	6:189
17 Pursuant to RCW 19.86.090, Plaintiff seeks actual damages, treble damages up to	6:191
statutory	
limits, and reasonable attorneys' fees and costs.	6:192
COUNT II – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (RCW 62A.2-314)	6:194
18 Under RCW 62A.2-314, every contract for the sale of goods includes an implied	6:196
warranty of	
merchantability, which ensures the product is fit for the ordinary purposes for which	6:197
goods of that	
kind are used, and that the product is lawfully sold (not stolen).	6:198
19 By advertising and fulfilling the sale of a stolen Google Pixel 7A, Defendant breached	6:200
the implied	
warranty of merchantability, as stolen merchandise cannot be lawfully resold and is	6:201
inherently unfit	
for normal ownership and use.	6:202
20 Case Law Support:	6:204
21 As a direct and proximate result of Defendant's breach, Plaintiff suffered damages in an	6:208
amount	
to be proven at trial.	6:209
COUNT III - NEGLIGENCE / NEGLIGENT MISREPRESENTATION	6:211
22 Defendant owed a duty of care to Plaintiff as a consumer who relied on Defendant's	6:213
platform and	

Washington State Superior Court, King County TABLE OF CONTENTS

"Prime" services. Given Amazon's representations of safety and security, it had a duty to	6:214
prevent	
the sale of stolen goods or at least conduct reasonable checks.	6:215
23 Defendant breached this duty by failing to implement adequate inventory control,	7:217
screening, or	
verification processes to ensure that items sold or fulfilled via Amazon Prime were not	7:218
stolen	
property.	7:219
24 Case Law Support:	7:221
25 Plaintiff relied on Amazon's statements and "Prime" labeling, believing the product was	7:225
legitimate and non-stolen. Plaintiff would not have purchased the phone had he known it	7:226
was	
stolen.	7:227
26 This reliance was justifiable given Amazon's longstanding marketing as a trusted	7:229
e-commerce	
platform. Defendant's negligent conduct directly and proximately caused harm to Plaintiff,	7:230
including but not limited to the cost of the phone, the time and expense of the forced	7:231
return, and	
the imposed restocking fee.	7:232
VI DAMAGES AND RELIEF SOUGHT	7:234
1 Compensatory Damages: For all losses, including but not limited to the purchase price	7:238
of the	
Pixel 7A, related fees, costs incurred to return the stolen device, and any other economic	7:239
losses.	
2 Treble Damages: As allowed under RCW 19.86.090 for violations of the Washington	7:241
Consumer	
Protection Act, up to the statutory maximum.	7:242
3 Injunctive Relief:	7:244
4 Attorneys' Fees and Costs: Pursuant to RCW 19.86.090 (for CPA violations) and any	7:249
other	
applicable provision of law.	7:250
5 Pre- and Post-Judgment Interest: As permitted by law.	7:252

Washington State Superior Court, King County

TABLE OF CONTENTS

6 Such Other and Further Relief as the Court deems just, equitable, and proper.	8:
VII JURY DEMAND PRAYER FOR RELIEF	8: 8:
TRATERIORRELLI	0.

Index Page 5 of 5