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<b>(SUPERIOR COURT OF WASHINGTON FOR KING COUNTY)</b>	<b>2:42</b>
<b>SUMMONS</b>	<b>2:48</b>
<b>TO: AMAZON.COM, INC.</b>	<b>2:50</b>
<b>=== COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF, AND OTHER RELIEF ===</b>	<b>3:83</b>
<b>) COMPLAINT FOR DAMAGES,</b>	<b>3:85</b>
<b>) AND OTHER RELIEF</b>	<b>3:88</b>
<b>I INTRODUCTION</b>	<b>3:94</b>
<b>1 Plaintiff, Bo Shang ("Plaintiff"), brings this action against Amazon.com, Inc. ("Amazon" or</b>	<b>3:96</b>
<b>"Defendant"), alleging that Defendant sold or facilitated the sale of a stolen Google Pixel</b>	<b>3:97</b>
<b>7A</b>	
<b>smartphone through its Prime shipping program. Plaintiff contends that after discovering</b>	<b>3:98</b>
<b>the phone</b>	
<b>was stolen, Amazon:</b>	<b>3:99</b>
<b>2 Plaintiff seeks compensatory damages, equitable relief, attorneys' fees (if permitted by</b>	<b>3:104</b>
<b>law), and</b>	
<b>any other relief deemed just and proper.</b>	<b>3:105</b>
<b>II JURISDICTION AND VENUE</b>	<b>3:107</b>
<b>3 Subject Matter Jurisdiction: This Court has jurisdiction over the claims asserted herein</b>	<b>4:109</b>
<b>under</b>	
<b>RCW 2.08.010, which grants the Superior Court original jurisdiction in all civil actions</b>	<b>4:110</b>

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where the	
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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
general principles of due process.	4:116
<b>5 Venue: Venue is proper in King County under RCW 4.12.025(1) because Defendant's principal</b>	<b>4:118</b>
place of business is in King County, and a substantial part of the events or omissions giving rise to	4:119
Plaintiff's claims occurred in King County.	4:120
<b>III PARTIES</b>	<b>4:122</b>
<b>6 Plaintiff, Bo Shang ("Plaintiff"), is an individual residing in [County/State], who purchased a Pixel</b>	<b>4:124</b>
<b>7A smartphone from Amazon's platform under the Amazon Prime shipping program.</b>	<b>4:125</b>
<b>7 Defendant, Amazon.com, Inc. ("Amazon" or "Defendant"), is a Delaware corporation with its</b>	<b>4:127</b>
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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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kind are used, and that the product is lawfully sold (not stolen).	6:197
19 By advertising and fulfilling the sale of a stolen Google Pixel 7A, Defendant breached the implied	6:198
warranty of merchantability, as stolen merchandise cannot be lawfully resold and is inherently unfit	6:200
for normal ownership and use.	6:201
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