

KING COUNTY SUPERIOR COURT
CASE INFORMATION COVER SHEET (CICS)

1 COURT: KING COUNTY SUPERIOR COURT

2 CASE ASSIGNMENT AREA:

☐ Kent ☐ Seattle

3 CASE TITLE:

Bo Shang v. Amazon.com, Inc.

4. CASE NUMBER (Clerk to Assign): _____

5. CASE CATEGORY (Check the one category that best describes this case):

☐ Civil

6 CASE TYPE:

☐ TTO – Tort/Other

7 DOCUMENT/S BEING FILED:

☐ Initial Pleadings and Petitions

☐ Additional/Amended Pleadings

☐ Complaint for Tort – Other (CMPTTO)

☐ Summons

8 RELIEF REQUESTED:

☐ Damages

☐ Injunctive Relief

☐ Other: _____

9 JURY DEMAND:

☐ Yes

☐ No

10 ATTORNEY OR PARTY SIGNING COVER SHEET:

38 Name: Bo Shang (Plaintiff Pro Se)

39 Address: 10 McCafferty Way

40 Burlington, MA 01803-3127

41 Phone: 781-999-4101

42 Email: enigmatictyphoon@gmail.com

43 WSBA No.: Pro Se

44

45 I certify that the information provided on this form is true and accurate
46 to the best of my knowledge and belief.

47

48 Date: February 15, 2025

49

50 /s/ _____

51 Signature of Plaintiff Pro Se

52 Printed Name: Bo Shang

53

54

55

56

57 SUMMONS

58

59

60 TO: Amazon.com, Inc., the above-named Defendant.

61

62 A lawsuit has been started against you in the above-entitled court. Plaintiff's
63 claims are stated in the Complaint, a copy of which is served on you with this
64 Summons.

65

66 In order to defend against this lawsuit, you must respond to the Complaint by
67 stating your defense in writing and serving a copy upon the person signing this
68 Summons within twenty (20) days after the service of this Summons, or within
69 sixty (60) days if service is outside the State of Washington, excluding the day
70 of service. If you fail to do so, judgment by default may be rendered against
71 you for the relief demanded in the Complaint.

72

73 You must also file your written response with the Clerk of the Court at the
74 following address:

75
76 Clerk of the Court
77 King County Superior Court
78 516 Third Avenue
79 Seattle, WA 98104
80
81 You may demand that the plaintiff file this lawsuit with the court. If the
82 plaintiff fails to do so, the Summons will be void and the lawsuit dismissed.
83
84 If you wish to seek the advice of an attorney in this matter, you should do so
85 promptly so that your written response, if any, may be served on time.
86
87 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of
88 the State of Washington.
89
90 DATED this February 4, 2025.
91
92 /s/ _____
93 Signature of Plaintiff Pro Se
94
95 Printed Name: Bo Shang
96 Address: 10 McCafferty Way
97 Burlington, MA 01803-3127
98 Phone: 781-999-4101
99 Email: enigmatictyphoon@gmail.com
100
101
102
103 =====
104 COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF, AND OTHER RELIEF
105 =====
106
107 SUPERIOR COURT OF WASHINGTON
108
109 FOR KING COUNTY
110
111 BO SHANG, an individual,)

112 Plaintiff,)
113) Case No. _____
114 v.)
115) COMPLAINT FOR DAMAGES,
116 AMAZON.COM, INC.,) INJUNCTIVE RELIEF, AND
117 Defendant.) OTHER RELIEF
118

119 I INTRODUCTION

120 1. Plaintiff, Bo Shang ("Plaintiff"), brings this action against Amazon.com, Inc. ("Amazon" or "Defendant"), alleging
121 that Defendant sold or facilitated the sale of a stolen Google Pixel 7A smartphone through its Amazon Prime shipping
122 program, in contravention of Washington law prohibiting trafficking or possession of stolen property.

123 1.1. See RCW 9A.56.140–.170 (defining possession of stolen property and trafficking in stolen property).

124 1.2. See also RCW 9A.56.010(20) (defining "stolen" as property wrongfully obtained by theft).

125 2. Plaintiff discovered that the Pixel 7A was reported stolen only after using the device past Amazon's 90-day return
126 window. In response, Amazon:

127 2.1. Required Plaintiff to personally drop off the stolen phone at an Amazon-approved site (risking potential criminal
128 liability for transporting stolen goods).

129 2.2. Imposed a 20% "restocking fee" on the allegedly stolen item despite the fact that the 90-day limitation was
130 exceeded only because the theft status was undiscoverable through ordinary, good-faith use.

131 3. Critically, the phone's IMEI was blacklisted by the carrier, Visible, leading Visible to lock Plaintiff's entire cellular
132 account. Because that account remains locked for lack of verified IMEI clearance, Plaintiff has been unable to receive
133 text/call verifications for vital personal and financial services for over three weeks, causing serious economic and
134 personal harm.

135 3.1. See CTIA – The Wireless Association, Best Practices to Deter Stolen Device Trafficking;

136 3.2. 47 U.S.C. § 201(b) (FCC authority over common carriers; carriers block or investigate phones flagged stolen to
137 protect network integrity and consumers).

138 4. Accordingly, Plaintiff brings causes of action under the Washington Consumer Protection Act (RCW 19.86),
139 Breach of Implied Warranty of Merchantability (RCW 62A.2-314), Negligence / Negligent Misrepresentation, and
140 other theories. Plaintiff seeks damages (including treble damages under the CPA), injunctive relief, attorneys' fees (if
141 permitted by law), and all other appropriate remedies.

142 II JURISDICTION AND VENUE

143 5. Subject Matter Jurisdiction

144 5.1. This Court has jurisdiction pursuant to RCW 2.08.010, which grants superior courts original jurisdiction in all
145 civil actions involving amounts beyond the statutory limits for courts of limited jurisdiction.

146 6. Personal Jurisdiction

147 6.1. Defendant is headquartered in Seattle, King County, Washington, and conducts substantial business there, thus
148

149 “purposely availing” itself of the benefits of Washington law.

150 6.2. Personal jurisdiction is proper under RCW 4.28.185 and International Shoe Co. v. Washington, 326 U.S. 310
151 (1945).

152 7. Venue

153 7.1. Venue is proper in King County under RCW 4.12.025(1) because Defendant’s principal place of business is
154 located in King County, and substantial events giving rise to Plaintiff’s claims occurred in King County.

155

156 **III PARTIES**

157 8. Plaintiff, Bo Shang, is an individual residing at 10 McCafferty Way, who purchased a stolen Pixel 7A smartphone
158 from or via Amazon’s Prime program.

159 9. Defendant, Amazon.com, Inc., is a Delaware corporation with its principal place of business at 410 Terry Avenue
160 North, Seattle, Washington 98109.

161

162 **IV FACTUAL BACKGROUND**

163 10. Purchase of Allegedly Stolen Device

164 10.1. On or about [date], Plaintiff purchased a Google Pixel 7A labeled “Amazon Prime.”

165 10.2. Plaintiff later discovered (through manufacturer/carrier data, a police report, or other verification) that the
166 phone’s IMEI had been reported stolen prior to purchase, making the device contraband under Washington law.

167 • RCW 9A.56.010(20) defines “stolen” property.

168 • RCW 9A.56.140 (Possessing stolen property in the second degree) and

169 • RCW 9A.56.170 (Trafficking in stolen property).

170 11. Carrier Lockout Triggered by Blacklisted IMEI

171 11.1. Because the device’s IMEI was flagged in the GSMA or other stolen-phone databases, Plaintiff’s carrier,
172 Visible, automatically “blacklisted” or locked Plaintiff’s cellular account.

173 • Industry best practices per CTIA guidelines direct carriers to lock or block stolen IMEIs to stem phone theft and
174 fraud.

175 • Federal oversight under 47 U.S.C. § 201(b) allows carriers to protect subscribers from the use of stolen devices on
176 their networks.

177 11.2. Visible informed Plaintiff that they cannot unlock the account until the device is cleared from “stolen” status.

178 Amazon, however, declined to produce or facilitate official IMEI clearance documentation.

179 12. Amazon’s Response and Imposition of Restocking Fee

180 12.1. Personal Drop-Off: Amazon demanded that Plaintiff personally deliver the device to a designated drop-off site
181 for return, effectively requiring Plaintiff to handle stolen property—potentially implicating Plaintiff in “trafficking” if
182 not done in coordination with law enforcement.

183 • See RCW 9A.56.170(1) (“A person who knowingly initiates, organizes, plans, finances, directs, manages, or
184 supervises the theft of property and traffics in such stolen property” is guilty of trafficking in stolen property).

185 • Although Plaintiff lacked criminal intent, the forced return procedure created legal and logistical peril.

12.2. 20% Restocking Fee: Defendant insisted that since the return request was made outside the 90-day window, a 20% restocking fee applied—even though the phone was stolen before Plaintiff’s purchase and that stolen status was not discoverable through ordinary consumer diligence.

- Such a fee may constitute an “unfair or deceptive act or practice” under RCW 19.86.020, as recognized in *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wn.2d 778 (1986) and subsequent Washington Consumer Protection Act (“WCPA”) case law.

13. Extended Lockout of All Personal/Financial Accounts

13.1. Due to the “SIM/IMEI mismatch” and blacklisted device, Visible locked Plaintiff’s entire cellular line for over three weeks (as of filing), preventing reception of two-factor authentication codes and calls.

- Many banks, email services, investment accounts, and personal services require phone-based verification for account access.

13.2. Plaintiff has thereby been unable to access or manage vital financial and personal accounts, incurring substantial monetary losses (e.g., missed payments, late fees) and intangible harm (stress, reputational impact, etc.).

- This harm is a direct and proximate result of Amazon’s facilitation of stolen property sales.

14. No Good Title from a Thief

14.1. Under RCW 62A.2-403(1) and well-settled UCC principles, “A purchaser of goods acquires all title which the transferor had or had power to transfer.” A thief has no valid title, so subsequent purchasers cannot obtain lawful title.

- *Baughn v. Honda Motor Co., Ltd.*, 107 Wn.2d 127 (1986) (implied warranties and product legitimacy requirements).

- *Touchet Valley Grain Growers, Inc. v. Opp & Seibold Gen. Constr., Inc.*, 119 Wn.2d 334 (1992) (product must be free from major defects or legal encumbrances under implied warranty of merchantability).

14.2. As a result, the phone is effectively contraband, and the carrier is justified in locking the associated account until the stolen IMEI classification is cleared or overridden by lawful documentation—which Amazon has not provided.

15. Damages to Plaintiff

15.1. Economic and personal disruption from extended cellphone lockout, including inability to execute financial transactions, loss of access to personal email or accounts, and missed deadlines.

15.2. Costs incurred to return the stolen device, risk of handling stolen goods, and the withheld 20% restocking fee.

15.3. Emotional distress, inconvenience, and intangible losses due to protracted inability to access daily services requiring phone-based authentication.

V CAUSES OF ACTION

Plaintiff realleges and incorporates each of the foregoing paragraphs as if fully set forth herein.

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

16. WCPA Liability

16.1. Under RCW 19.86.020, “Unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

223	16.2. Hangman Ridge Training Stables v. Safeco Title, 105 Wn.2d 778 (1986), establishes a five-part test for a private	223
224	CPA claim, including (1) an unfair or deceptive act or practice, (2) occurring in trade or commerce, (3) public interest	224
225	impact, (4) injury to the plaintiff, and (5) causation.	225
226	17. Unfair or Deceptive Acts	226
227	17.1. Defendant's facilitation of the sale of stolen property under "Prime," and subsequent imposition of a restocking	227
228	fee despite the item's contraband status, is an unfair or deceptive practice likely to mislead reasonable consumers.	228
229	17.2. Charging a restocking fee for a stolen product that was never lawfully merchantable is unconscionable and	229
230	violates Washington's broad standard for unfair acts.	230
231	• Klem v. Washington Mut. Bank, 176 Wn.2d 771, 787 (2013) (defining "unfair" or "deceptive" in broad terms under	231
232	WCPA).	232
233	18. Injury and Damages	233
234	18.1. Plaintiff has suffered concrete financial harm (restocking fee, lost time, etc.) and substantial intangible harm	234
235	(lockout from personal/financial accounts).	235
236	18.2. Defendant's unfair or deceptive acts proximately caused Plaintiff's injuries, satisfying Hangman Ridge.	236
237	19. Relief Under WCPA	237
238	19.1. Pursuant to RCW 19.86.090, Plaintiff seeks actual damages, treble damages (up to the statutory maximum), and	238
239	reasonable attorneys' fees (if Plaintiff retains counsel or any pro se fees are allowable), along with costs of suit.	239
240		240
241	COUNT II – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (RCW 62A.2-314)	241
242	20. Warranty of Merchantability	242
243	20.1. Under RCW 62A.2-314, goods sold by a merchant carry an implied warranty of merchantability—they must be	243
244	fit for the ordinary purposes for which such goods are used and must be lawfully transferable.	244
245	20.2. A stolen device cannot be lawfully resold, which destroys any notion of "merchantability."	245
246	21. No Good Title	246
247	21.1. RCW 62A.2-403(1) clarifies that a thief cannot pass good title to subsequent purchasers. The phone's status as	247
248	stolen renders it unmerchantable from the outset.	248
249	22. Proximate Cause and Damages	249
250	22.1. Plaintiff's purchase of the stolen Pixel 7A and the resulting lockout constitute a direct and proximate	250
251	consequence of Defendant's breach.	251
252	22.2. Plaintiff incurred:	252
253	• The phone's purchase price and wrongful restocking fee.	253
254	• Costs associated with returning the contraband device.	254
255	• Extended phone service lockout and corresponding damages (lost access to finances, personal data, etc.).	255
256		256
257	COUNT III – NEGLIGENCE / NEGLIGENT MISREPRESENTATION	257
258	23. Duty of Care	258
259	23.1. Defendant owed a duty of care to consumers purchasing "Prime" items, including a duty to ensure items are not	259

stolen.

• *Mbewe v. Amazon.com, Inc.*, No. 2:18-cv-00848-RAJ, 2019 WL 2994693 (W.D. Wash. July 9, 2019) (recognizing arguments that Amazon owes certain duties relating to listings and product authenticity).

• *Erie Ins. Co. v. Amazon.com, Inc.*, 925 F.3d 135 (4th Cir. 2019) (discussing possible liability under product liability / negligence theories).

24. Breach

24.1. By failing to verify or adequately screen for stolen IMEIs, Defendant allowed contraband merchandise to enter the stream of commerce, breaching its duty to consumers.

24.2. Defendant also misrepresented or negligently labeled the Pixel 7A as a legitimate “Prime” product, leading Plaintiff to rely on that representation.

25. Causation and Damages

25.1. Plaintiff reasonably relied on Amazon’s “Prime” branding. Had Plaintiff known the device was stolen, Plaintiff would not have purchased it.

25.2. Defendant’s negligence and misrepresentations caused Plaintiff foreseeable harm, including phone lockout, financial disruption, and personal inconvenience.

VI DAMAGES AND RELIEF SOUGHT

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. Compensatory Damages

1.1. For the purchase price of the Pixel 7A;

1.2. The wrongful 20% restocking fee;

1.3. Costs/time expended returning stolen property;

1.4. Damages for the multi-week lockout from critical accounts and services (financial, personal, etc.), in an amount to be proven at trial.

2. Treble Damages

2.1. As authorized by RCW 19.86.090 for willful or knowing violations of the WCPA, up to the statutory maximum.

3. Injunctive Relief

3.1. Prohibiting Amazon from charging restocking fees on stolen products;

3.2. Requiring Amazon to implement enhanced inventory/IMEI checks to avoid facilitating the sale of stolen devices;

3.3. Compelling Amazon to cooperate directly with carriers (Visible, etc.) to expedite IMEI clearance in cases of stolen device sales, preventing indefinite consumer lockouts.

4. Attorneys’ Fees and Costs

4.1. Pursuant to RCW 19.86.090 (CPA), if Plaintiff obtains counsel or if any pro se fee provision is determined applicable.

5. Pre- and Post-Judgment Interest

5.1. As allowed by law.

297 6. Other Relief 297
298 6.1. Any additional or alternative relief deemed just and proper by the Court. 298
299 299
300 **VII JURY DEMAND** 300
301 301
302 Pursuant to CR 38, Plaintiff demands a jury on all triable issues. 302
303 303
304 PRAYER FOR RELIEF 304
305 305
306 WHEREFORE, Plaintiff Bo Shang respectfully requests judgment against Defendant Amazon.com, Inc. for an 306
307 amount to be proven at trial, including compensatory damages, treble damages (as permitted by RCW 19.86.090), 307
308 injunctive relief, interest, costs, and attorney fees (if awarded by the Court or permitted under law), and for such other 308
309 and further relief as this Court deems just and proper. 309
310 310
311 DATED: February 15, 2025. 311
312 312
313 /s/ _____ 313
314 Signature of Plaintiff Pro Se 314
315 315
316 Printed Name: Bo Shang 316
317 Address: 10 McCafferty Way 317
318 Burlington, MA 01803-3127 318
319 Phone: 781-999-4101 319
320 Email: bo@shang.software 320
321 Pro Se 321

EXHIBIT 1: An American seller advertised to benefit from Amazon Prime shipping, refuses return for a stolen phone they sold.

ORDER PLACED
Aug 27, 2024 10:53 AM PST

ORDER # 114-5383153-8465069



Google Pixel 7a 5G, US Version, 128GB, Charcoal - Unlocked (Renewed)
📦 Date Shipped: Aug 28, 2024 2:00 PM PST

Order Details

YOUR CONVERSATION WITH
Networkstore

Feb 2, 2025 1:32 AM

Dear Amazon Seller,
This is Amazon's Customer Service team. A customer reached out to us with some questions about a purchase they made from you. Here's a description of the issue:
Product: B0C8BW1P3Q
Order number: 114-5383153-8465069
Return requested: No
Reason for contact: Customer want to return this item please provide the label to cx
Please respond to this request within 48 hours.
Thanks,
Amazon Customer Service

Feb 2, 2025 7:28 AM

Good morning Bo, will talk to my returns manager first thing tomorrow AM when we're back in the office.

Feb 3, 2025 8:42 AM

Good morning Bo, unfortunately we cannot accept a return for this as it's beyond the 90 day Renewed guarantee period.

Did this solve your problem?

(We'll share this feedback with the seller to help them improve their service in the future.)

Yes

No

characters remaining: 4000

Write your response to the seller here. Please limit your response to less than 4000 characters. For your security, do not include any personal information including email addresses, physical addresses, phone numbers or credit card numbers in your message.

Report This Seller

Attach File(s)

Send

EXHIBIT 2: The Plaintiff's Visible cell phone account was locked by Amazon Prime, and as a result he also lost access to all personal financial accounts as well as most other accounts. The Plaintiff wonders if he should visit servers hosted via the onion protocol and borrow some authentication credentials from the FBI instead of using Amazon Prime.

Loser Persistent Threats (LPT)

In contrast to truly advanced threats, **Loser Persistent Threats (LPT)** are low-effort attempts by individuals who try to access someone else's account credentials without much sophistication. A prime example of this was when *eggplant_emoji* intentionally leaked his plaintext password on Twitter to observe how far a wannabe attacker would go.

In this anecdote, Mark Leon (*aka mastermind of the KKK group, who is probably co-owner of viewbots.com but also works customer service*) immediately jumped on the leaked credentials. Mark attempted to log into *eggplant_emoji*'s Google account numerous times, triggering multiple security alerts. However, Mark could not bypass **2FA (Two-Factor Authentication)**, illustrating one of the key protective measures that can stop such unsophisticated attempts. Once *eggplant_emoji* grew bored, he simply changed the Google account password through accounts.google.com and ended the show.

