

**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:

Name: Bo Shang (Plaintiff Pro Se)

Address: 10 McCafferty Way

Burlington, MA 01803-3127

38 Phone: 781-999-4101

39 Email: enigmatictyphoon@gmail.com

40 WSBA No.: Pro Se

41

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

44

45 Date: February 15, 2025

46

47 /s/ _____Bo Shang_____

48 Signature of Plaintiff Pro Se

49 Printed Name: Bo Shang

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SUMMONS

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

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

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 within sixty (60) days if service is outside the State of Washington, excluding the day of service. If you fail to do so, judgment by default may be rendered against you for the relief demanded in the Complaint.

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

Clerk of the Court
King County Superior Court
516 Third Avenue
Seattle, WA 98104

You may demand that the plaintiff file this lawsuit with the court. If the plaintiff fails to do so, the Summons will be void and the lawsuit dismissed.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED this February 4, 2025.

/s/ _____ Bo Shang _____

Signature of Plaintiff Pro Se

90 Printed Name: Bo Shang
91 Address: 10 McCafferty Way
92 Burlington, MA 01803-3127
93 Phone: 781-999-4101
94 Email: enigmatictyphoon@gmail.com
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COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF, AND OTHER RELIEF

99		99
100	SUPERIOR COURT OF WASHINGTON	100
101		101
102	FOR KING COUNTY	102
103		103
104	BO SHANG, an individual,)	104
105	Plaintiff,)	105
106) Case No. _____	106
107	v.)	107
108) COMPLAINT FOR DAMAGES,	108
109	AMAZON.COM, INC.,) INJUNCTIVE RELIEF, AND	109
110	Defendant.) OTHER RELIEF	110
111		111
112	I INTRODUCTION	112
113	1. Plaintiff, Bo Shang ("Plaintiff"), brings this action against Amazon.com, Inc. ("Amazon" or "Defendant"), alleging	113
114	that Defendant sold or facilitated the sale of a stolen Google Pixel 7A smartphone through its Amazon Prime shipping	114
115	program, in contravention of Washington law prohibiting trafficking or possession of stolen property.	115
116	1.1. See RCW 9A.56.140–.170 (defining possession of stolen property and trafficking in stolen property).	116
117	1.2. See also RCW 9A.56.010(20) (defining "stolen" as property wrongfully obtained by theft).	117
118	2. Plaintiff discovered that the Pixel 7A was reported stolen only after using the device past Amazon's 90-day return	118
119	window. In response, Amazon:	119
120	2.1. Required Plaintiff to personally drop off the stolen phone at an Amazon-approved site (risking potential criminal	120
121	liability for transporting stolen goods).	121
122	2.2. Imposed a 20% "restocking fee" on the allegedly stolen item despite the fact that the 90-day limitation was	122
123	exceeded only because the theft status was undiscoverable through ordinary, good-faith use.	123
124	3. Critically, the phone's IMEI was blacklisted by the carrier, Visible, leading Visible to lock Plaintiff's entire cellular	124
125	account. Because that account remains locked for lack of verified IMEI clearance, Plaintiff has been unable to receive	125
126	text/call verifications for vital personal and financial services for over three weeks, causing serious economic and	126
127	personal harm.	127
128	3.1. See CTIA – The Wireless Association, Best Practices to Deter Stolen Device Trafficking;	128
129	3.2. 47 U.S.C. § 201(b) (FCC authority over common carriers; carriers block or investigate phones flagged stolen to	129
130	protect network integrity and consumers).	130
131	4. Accordingly, Plaintiff brings causes of action under the Washington Consumer Protection Act (RCW 19.86),	131
132	Breach of Implied Warranty of Merchantability (RCW 62A.2-314), Negligence / Negligent Misrepresentation, and	132
133	other theories. Plaintiff seeks damages (including treble damages under the CPA), injunctive relief, attorneys' fees (if	133
134	permitted by law), and all other appropriate remedies.	134

II JURISDICTION AND VENUE

5. Subject Matter Jurisdiction

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

6. Personal Jurisdiction

6.1. Defendant is headquartered in Seattle, King County, Washington, and conducts substantial business there, thus “purposely availing” itself of the benefits of Washington law.

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

7. Venue

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

III PARTIES

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

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

IV FACTUAL BACKGROUND

10. Purchase of Allegedly Stolen Device

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

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

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

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

- RCW 9A.56.170 (Trafficking in stolen property).

11. Carrier Lockout Triggered by Blacklisted IMEI

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

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

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

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

171 Amazon, however, declined to produce or facilitate official IMEI clearance documentation. 171

172 12. Amazon's Response and Imposition of Restocking Fee 172

173 12.1. Personal Drop-Off: Amazon demanded that Plaintiff personally deliver the device to a designated drop-off site 173

174 for return, effectively requiring Plaintiff to handle stolen property—potentially implicating Plaintiff in “trafficking” if 174

175 not done in coordination with law enforcement. 175

176 • See RCW 9A.56.170(1) (“A person who knowingly initiates, organizes, plans, finances, directs, manages, or 176

177 supervises the theft of property and traffics in such stolen property” is guilty of trafficking in stolen property). 177

178 • Although Plaintiff lacked criminal intent, the forced return procedure created legal and logistical peril. 178

179 12.2. 20% Restocking Fee: Defendant insisted that since the return request was made outside the 90-day window, a 179

180 20% restocking fee applied—even though the phone was stolen before Plaintiff's purchase and that stolen status was 180

181 not discoverable through ordinary consumer diligence. 181

182 • Such a fee may constitute an “unfair or deceptive act or practice” under RCW 19.86.020, as recognized in Hangman 182

183 Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wn.2d 778 (1986) and subsequent Washington Consumer 183

184 Protection Act (“WCPA”) case law. 184

185 13. Extended Lockout of All Personal/Financial Accounts 185

186 13.1. Due to the “SIM/IMEI mismatch” and blacklisted device, Visible locked Plaintiff's entire cellular line for over 186

187 three weeks (as of filing), preventing reception of two-factor authentication codes and calls. 187

188 • Many banks, email services, investment accounts, and personal services require phone-based verification for account 188

189 access. 189

190 13.2. Plaintiff has thereby been unable to access or manage vital financial and personal accounts, incurring substantial 190

191 monetary losses (e.g., missed payments, late fees) and intangible harm (stress, reputational impact, etc.). 191

192 • This harm is a direct and proximate result of Amazon's facilitation of stolen property sales. 192

193 14. No Good Title from a Thief 193

194 14.1. Under RCW 62A.2-403(1) and well-settled UCC principles, “A purchaser of goods acquires all title which the 194

195 transferor had or had power to transfer.” A thief has no valid title, so subsequent purchasers cannot obtain lawful title. 195

196 • Baughn v. Honda Motor Co., Ltd., 107 Wn.2d 127 (1986) (implied warranties and product legitimacy requirements). 196

197 • Touchet Valley Grain Growers, Inc. v. Opp & Seibold Gen. Constr., Inc., 119 Wn.2d 334 (1992) (product must be 197

198 free from major defects or legal encumbrances under implied warranty of merchantability). 198

199 14.2. As a result, the phone is effectively contraband, and the carrier is justified in locking the associated account until 199

200 the stolen IMEI classification is cleared or overridden by lawful documentation—which Amazon has not provided. 200

201 15. Damages to Plaintiff 201

202 15.1. Economic and personal disruption from extended cellphone lockout, including inability to execute financial 202

203 transactions, loss of access to personal email or accounts, and missed deadlines. 203

204 15.2. Costs incurred to return the stolen device, risk of handling stolen goods, and the withheld 20% restocking fee. 204

205 15.3. Emotional distress, inconvenience, and intangible losses due to protracted inability to access daily services 205

206 requiring phone-based authentication. 206

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.”

16.2. Hangman Ridge Training Stables v. Safeco Title, 105 Wn.2d 778 (1986), establishes a five-part test for a private CPA claim, including (1) an unfair or deceptive act or practice, (2) occurring in trade or commerce, (3) public interest impact, (4) injury to the plaintiff, and (5) causation.

17. Unfair or Deceptive Acts

17.1. Defendant’s facilitation of the sale of stolen property under “Prime,” and subsequent imposition of a restocking fee despite the item’s contraband status, is an unfair or deceptive practice likely to mislead reasonable consumers.

17.2. Charging a restocking fee for a stolen product that was never lawfully merchantable is unconscionable and violates Washington’s broad standard for unfair acts.

• Klem v. Washington Mut. Bank, 176 Wn.2d 771, 787 (2013) (defining “unfair” or “deceptive” in broad terms under WCPA).

18. Injury and Damages

18.1. Plaintiff has suffered concrete financial harm (restocking fee, lost time, etc.) and substantial intangible harm (lockout from personal/financial accounts).

18.2. Defendant’s unfair or deceptive acts proximately caused Plaintiff’s injuries, satisfying Hangman Ridge.

19. Relief Under WCPA

19.1. Pursuant to RCW 19.86.090, Plaintiff seeks actual damages, treble damages (up to the statutory maximum), and reasonable attorneys’ fees (if Plaintiff retains counsel or any pro se fees are allowable), along with costs of suit.

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

20. Warranty of Merchantability

20.1. Under RCW 62A.2-314, goods sold by a merchant carry an implied warranty of merchantability—they must be fit for the ordinary purposes for which such goods are used and must be lawfully transferable.

20.2. A stolen device cannot be lawfully resold, which destroys any notion of “merchantability.”

21. No Good Title

21.1. RCW 62A.2-403(1) clarifies that a thief cannot pass good title to subsequent purchasers. The phone’s status as stolen renders it unmerchantable from the outset.

22. Proximate Cause and Damages

243	22.1. Plaintiff's purchase of the stolen Pixel 7A and the resulting lockout constitute a direct and proximate	243
244	consequence of Defendant's breach.	244
245	22.2. Plaintiff incurred:	245
246	• The phone's purchase price and wrongful restocking fee.	246
247	• Costs associated with returning the contraband device.	247
248	• Extended phone service lockout and corresponding damages (lost access to finances, personal data, etc.).	248
249		249
250	COUNT III – NEGLIGENCE / NEGLIGENT MISREPRESENTATION	250
251	23. Duty of Care	251
252	23.1. Defendant owed a duty of care to consumers purchasing "Prime" items, including a duty to ensure items are not	252
253	stolen.	253
254	• Mbewe v. Amazon.com, Inc., No. 2:18-cv-00848-RAJ, 2019 WL 2994693 (W.D. Wash. July 9, 2019) (recognizing	254
255	arguments that Amazon owes certain duties relating to listings and product authenticity).	255
256	• Erie Ins. Co. v. Amazon.com, Inc., 925 F.3d 135 (4th Cir. 2019) (discussing possible liability under product liability	256
257	/ negligence theories).	257
258	24. Breach	258
259	24.1. By failing to verify or adequately screen for stolen IMEIs, Defendant allowed contraband merchandise to enter	259
260	the stream of commerce, breaching its duty to consumers.	260
261	24.2. Defendant also misrepresented or negligently labeled the Pixel 7A as a legitimate "Prime" product, leading	261
262	Plaintiff to rely on that representation.	262
263	25. Causation and Damages	263
264	25.1. Plaintiff reasonably relied on Amazon's "Prime" branding. Had Plaintiff known the device was stolen, Plaintiff	264
265	would not have purchased it.	265
266	25.2. Defendant's negligence and misrepresentations caused Plaintiff foreseeable harm, including phone lockout,	266
267	financial disruption, and personal inconvenience.	267
268		268
269	VI DAMAGES AND RELIEF SOUGHT	269
270		270
271	WHEREFORE, Plaintiff prays for judgment against Defendant as follows:	271
272	1. Compensatory Damages	272
273	1.1. For the purchase price of the Pixel 7A;	273
274	1.2. The wrongful 20% restocking fee;	274
275	1.3. Costs/time expended returning stolen property;	275
276	1.4. Damages for the multi-week lockout from critical accounts and services (financial, personal, etc.), in an amount to	276
277	be proven at trial.	277
278	2. Treble Damages	278

279 2.1. As authorized by RCW 19.86.090 for willful or knowing violations of the WCPA, up to the statutory maximum. 279
280 3. Injunctive Relief 280
281 3.1. Prohibiting Amazon from charging restocking fees on stolen products; 281
282 3.2. Requiring Amazon to implement enhanced inventory/IMEI checks to avoid facilitating the sale of stolen devices; 282
283 3.3. Compelling Amazon to cooperate directly with carriers (Visible, etc.) to expedite IMEI clearance in cases of 283
284 stolen device sales, preventing indefinite consumer lockouts. 284
285 4. Attorneys' Fees and Costs 285
286 4.1. Pursuant to RCW 19.86.090 (CPA), if Plaintiff obtains counsel or if any pro se fee provision is determined 286
287 applicable. 287
288 5. Pre- and Post-Judgment Interest 288
289 5.1. As allowed by law. 289
290 6. Other Relief 290
291 6.1. Any additional or alternative relief deemed just and proper by the Court. 291

292
293 **VII JURY DEMAND** 293
294 294

295 Pursuant to CR 38, Plaintiff demands a jury on all triable issues. 295
296 296

297 **PRAYER FOR RELIEF** 297
298 298

299 WHEREFORE, Plaintiff Bo Shang respectfully requests judgment against Defendant Amazon.com, Inc. for an 299
300 amount to be proven at trial, including compensatory damages, treble damages (as permitted by RCW 19.86.090), 300
301 injunctive relief, interest, costs, and attorney fees (if awarded by the Court or permitted under law), and for such other 301
302 and further relief as this Court deems just and proper. 302
303 303

304 DATED: February 15, 2025. 304
305 305

306 /s/ _____ 306

307 Signature of Plaintiff Pro Se 307
308 308

309 Printed Name: Bo Shang 309

310 Address: 10 McCafferty Way 310

311 Burlington, MA 01803-3127 311

312 Phone: 781-999-4101 312

313 Email: bo@shang.software 313

314 Pro Se 314

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

PDFSage Inc.

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.

