

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 one): ☒ 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

Phone: 781-999-4101

Email: enigmatictyphoon@gmail.com

WSBA No.: Pro Se

**KING COUNTY SUPERIOR COURT
CASE INFORMATION COVER SHEET (CICS)**

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Name: Bo Shang (Plaintiff Pro Se)

Address: 10 McCafferty Way

Burlington, MA 01803-3127

38	Phone: 781-999-4101	38
39	Email: enigmatictyphoon@gmail.com	39
40	WSBA No.: Pro Se	40
41		41
42	I certify that the information provided on this form is true and accurate	42
43	to the best of my knowledge and belief.	43
44		44
45	Date: February 15, 2025	45
46		46
47	/s/ _____Bo Shang_____	47
48	Signature of Plaintiff Pro Se	48
49	Printed Name: Bo Shang	49
50		50
51		51
52		52

SUMMONS

PDFSage Inc.

54		54
55	TO: Amazon.com, Inc., the above-named Defendant.	55
56		56
57	A lawsuit has been started against you in the above-entitled court. Plaintiff's	57
58	claims are stated in the Complaint, a copy of which is served on you with this	58
59	Summons.	59
60		60
61	In order to defend against this lawsuit, you must respond to the Complaint by	61
62	stating your defense in writing and serving a copy upon the person signing this	62
63	Summons within twenty (20) days after the service of this Summons, or within	63
64	sixty (60) days if service is outside the State of Washington, excluding the day	64
65	of service. If you fail to do so, judgment by default may be rendered against	65
66	you for the relief demanded in the Complaint.	66
67		67
68	You must also file your written response with the Clerk of the Court at the	68
69	following address:	69
70		70
71	Clerk of the Court	71
72	King County Superior Court	72
73	516 Third Avenue	73
74	Seattle, WA 98104	74
75		75
76	You may demand that the plaintiff file this lawsuit with the court. If the	76
77	plaintiff fails to do so, the Summons will be void and the lawsuit dismissed.	77
78		78
79	If you wish to seek the advice of an attorney in this matter, you should do so	79
80	promptly so that your written response, if any, may be served on time.	80
81		81
82	This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of	82
83	the State of Washington.	83
84		84
85	DATED this February 4, 2025.	85
86		86
87	/s/ _____ Bo Shang _____	87
88	Signature of Plaintiff Pro Se	88
89		89

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
95
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COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF, AND OTHER RELIEF

PDFSage Inc.

PDFSage Inc.

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.,	109
110	Defendant.	110
111		111
112	INJUNCTIVE RELIEF, AND	112
113	OTHER RELIEF	113
114		114
115	I INTRODUCTION	115
116	1. Plaintiff, Bo Shang ("Plaintiff"), brings this action against Amazon.com, Inc. ("Amazon" or "Defendant"),	116
117	alleging that Defendant sold or facilitated the sale of a stolen Google Pixel 7A smartphone through its	117
118	Amazon Prime shipping program, in contravention of Washington law prohibiting trafficking or possession	118
119	of stolen property.	119
120	1.1. See RCW 9A.56.140–.170 (defining possession of stolen property and trafficking in stolen property).	120
121	1.2. See also RCW 9A.56.010(20) (defining "stolen" as property wrongfully obtained by theft).	121
122	2. Plaintiff discovered that the Pixel 7A was reported stolen only after using the device past Amazon's	122
123	90-day return window. In response, Amazon:	123
124	2.1. Required Plaintiff to personally drop off the stolen phone at an Amazon-approved site (risking potential	124
125	criminal liability for transporting stolen goods).	125
126	2.2. Imposed a 20% "restocking fee" on the allegedly stolen item despite the fact that the 90-day limitation	126
127	was exceeded only because the theft status was undiscoverable through ordinary, good-faith use.	127
128	3. Critically, the phone's IMEI was blacklisted by the carrier, Visible, leading Visible to lock Plaintiff's entire	128
129	cellular account. Because that account remains locked for lack of verified IMEI clearance, Plaintiff has been	129
130	unable to receive text/call verifications for vital personal and financial services for over three weeks,	130
131	causing serious economic and personal harm.	131
132	3.1. See CTIA – The Wireless Association, Best Practices to Deter Stolen Device Trafficking;	132
133	3.2. 47 U.S.C. § 201(b) (FCC authority over common carriers; carriers block or investigate phones flagged	133
134	stolen to protect network integrity and consumers).	134

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

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

171 carrier, Visible, automatically “blacklisted” or locked Plaintiff’s cellular account. 171

172 • Industry best practices per CTIA guidelines direct carriers to lock or block stolen IMEIs to stem phone 172

173 theft and fraud. 173

174 • Federal oversight under 47 U.S.C. § 201(b) allows carriers to protect subscribers from the use of stolen 174

175 devices on their networks. 175

176 11.2. Visible informed Plaintiff that they cannot unlock the account until the device is cleared from “stolen” 176

177 status. Amazon, however, declined to produce or facilitate official IMEI clearance documentation. 177

178 12. Amazon’s Response and Imposition of Restocking Fee 178

179 12.1. Personal Drop-Off: Amazon demanded that Plaintiff personally deliver the device to a designated 179

180 drop-off site for return, effectively requiring Plaintiff to handle stolen property—potentially implicating 180

181 Plaintiff in “trafficking” if not done in coordination with law enforcement. 181

182 • See RCW 9A.56.170(1) (“A person who knowingly initiates, organizes, plans, finances, directs, manages, 182

183 or supervises the theft of property and traffics in such stolen property” is guilty of trafficking in stolen 183

184 property). 184

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

186 12.2. 20% Restocking Fee: Defendant insisted that since the return request was made outside the 90-day 186

187 window, a 20% restocking fee applied—even though the phone was stolen before Plaintiff’s purchase and 187

188 that stolen status was not discoverable through ordinary consumer diligence. 188

189 • Such a fee may constitute an “unfair or deceptive act or practice” under RCW 19.86.020, as recognized in 189

190 Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wn.2d 778 (1986) and subsequent 190

191 Washington Consumer Protection Act (“WCPA”) case law. 191

192 13. Extended Lockout of All Personal/Financial Accounts 192

193 13.1. Due to the “SIM/IMEI mismatch” and blacklisted device, Visible locked Plaintiff’s entire cellular line for 193

194 over three weeks (as of filing), preventing reception of two-factor authentication codes and calls. 194

195 • Many banks, email services, investment accounts, and personal services require phone-based verification 195

196 for account access. 196

197 13.2. Plaintiff has thereby been unable to access or manage vital financial and personal accounts, incurring 197

198 substantial monetary losses (e.g., missed payments, late fees) and intangible harm (stress, reputational 198

199 impact, etc.). 199

200 • This harm is a direct and proximate result of Amazon’s facilitation of stolen property sales. 200

201 14. No Good Title from a Thief 201

202 14.1. Under RCW 62A.2-403(1) and well-settled UCC principles, “A purchaser of goods acquires all title 202

203 which the transferor had or had power to transfer.” A thief has no valid title, so subsequent purchasers 203

204 cannot obtain lawful title. 204

205 • Baughn v. Honda Motor Co., Ltd., 107 Wn.2d 127 (1986) (implied warranties and product legitimacy 205

206 requirements). 206

207 • Touchet Valley Grain Growers, Inc. v. Opp & Seibold Gen. Constr., Inc., 119 Wn.2d 334 (1992) (product
208 must be free from major defects or legal encumbrances under implied warranty of merchantability).
209 14.2. As a result, the phone is effectively contraband, and the carrier is justified in locking the associated
210 account until the stolen IMEI classification is cleared or overridden by lawful documentation—which
211 Amazon has not provided.

212 15. Damages to Plaintiff

213 15.1. Economic and personal disruption from extended cellphone lockout, including inability to execute
214 financial transactions, loss of access to personal email or accounts, and missed deadlines.

215 15.2. Costs incurred to return the stolen device, risk of handling stolen goods, and the withheld 20%
216 restocking fee.

217 15.3. Emotional distress, inconvenience, and intangible losses due to protracted inability to access daily
218 services requiring phone-based authentication.

219
220 **V CAUSES OF ACTION**
221

222 Plaintiff realleges and incorporates each of the foregoing paragraphs as if fully set forth herein.
223

224 **COUNT I – VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT (RCW 19.86)**
225

226 16. WCPA Liability

227 16.1. Under RCW 19.86.020, “Unfair or deceptive acts or practices in the conduct of any trade or
228 commerce are hereby declared unlawful.”

229 16.2. Hangman Ridge Training Stables v. Safeco Title, 105 Wn.2d 778 (1986), establishes a five-part test
230 for a private CPA claim, including (1) an unfair or deceptive act or practice, (2) occurring in trade or
231 commerce, (3) public interest impact, (4) injury to the plaintiff, and (5) causation.

232 17. Unfair or Deceptive Acts

233 17.1. Defendant’s facilitation of the sale of stolen property under “Prime,” and subsequent imposition of a
234 restocking fee despite the item’s contraband status, is an unfair or deceptive practice likely to mislead
235 reasonable consumers.

236 17.2. Charging a restocking fee for a stolen product that was never lawfully merchantable is
237 unconscionable and violates Washington’s broad standard for unfair acts.

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

240 18. Injury and Damages

241 18.1. Plaintiff has suffered concrete financial harm (restocking fee, lost time, etc.) and substantial intangible
242 harm (lockout from personal/financial accounts).

242 18.2. Defendant’s unfair or deceptive acts proximately caused Plaintiff’s injuries, satisfying Hangman

243 Ridge. 243

244 19. Relief Under WCPA 244

245 19.1. Pursuant to RCW 19.86.090, Plaintiff seeks actual damages, treble damages (up to the statutory 245

246 maximum), and reasonable attorneys' fees (if Plaintiff retains counsel or any pro se fees are allowable), 246

247 along with costs of suit. 247

248 248

249 COUNT II – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (RCW 62A.2-314) 249

250 20. Warranty of Merchantability 250

251 20.1. Under RCW 62A.2-314, goods sold by a merchant carry an implied warranty of merchantability—they 251

252 must be fit for the ordinary purposes for which such goods are used and must be lawfully transferable. 252

253 20.2. A stolen device cannot be lawfully resold, which destroys any notion of “merchantability.” 253

254 21. No Good Title 254

255 21.1. RCW 62A.2-403(1) clarifies that a thief cannot pass good title to subsequent purchasers. The phone's 255

256 status as stolen renders it unmerchantable from the outset. 256

257 22. Proximate Cause and Damages 257

258 22.1. Plaintiff's purchase of the stolen Pixel 7A and the resulting lockout constitute a direct and proximate 258

259 consequence of Defendant's breach. 259

260 22.2. Plaintiff incurred: 260

261 • The phone's purchase price and wrongful restocking fee. 261

262 • Costs associated with returning the contraband device. 262

263 • Extended phone service lockout and corresponding damages (lost access to finances, personal data, 263

264 etc.). 264

265 265

266 COUNT III – NEGLIGENCE / NEGLIGENT MISREPRESENTATION 266

267 23. Duty of Care 267

268 23.1. Defendant owed a duty of care to consumers purchasing “Prime” items, including a duty to ensure 268

269 items are not stolen. 269

270 • Mbewe v. Amazon.com, Inc., No. 2:18-cv-00848-RAJ, 2019 WL 2994693 (W.D. Wash. July 9, 2019) 270

271 (recognizing arguments that Amazon owes certain duties relating to listings and product authenticity). 271

272 • Erie Ins. Co. v. Amazon.com, Inc., 925 F.3d 135 (4th Cir. 2019) (discussing possible liability under 272

273 product liability / negligence theories). 273

274 24. Breach 274

275 24.1. By failing to verify or adequately screen for stolen IMEIs, Defendant allowed contraband merchandise 275

276 to enter the stream of commerce, breaching its duty to consumers. 276

277 24.2. Defendant also misrepresented or negligently labeled the Pixel 7A as a legitimate “Prime” product, 277

278 leading Plaintiff to rely on that representation. 278

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.

6. Other Relief

6.1. Any additional or alternative relief deemed just and proper by the Court.

VII JURY DEMAND

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

315	PRAYER FOR RELIEF	315
316		316
317	WHEREFORE, Plaintiff Bo Shang respectfully requests judgment against Defendant Amazon.com, Inc. for	317
318	an amount to be proven at trial, including compensatory damages, treble damages (as permitted by RCW	318
319	19.86.090), injunctive relief, interest, costs, and attorney fees (if awarded by the Court or permitted under	319
320	law), and for such other and further relief as this Court deems just and proper.	320
321		321
322	DATED: February 15, 2025.	322
323		323
324	/s/ _____	324
325	Signature of Plaintiff Pro Se	325
326		326
327	Printed Name: Bo Shang	327
328	Address: 10 McCafferty Way	328
329	Burlington, MA 01803-3127	329
330	Phone: 781-999-4101	330
331	Email: bo@shang.software	331
332	Pro Se	332

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.

