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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

CRAIG CROSBY and CHRISTOPHER
JOHNSON, on behalf of themselves and others
similarly situated,

Plaintiffs,

v.

AMAZON.COM, INC., a Delaware corporation.

Defendant.

CASE NO.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 **I. INTRODUCTION**

2 1. Amazon engaged in an unfair and/or deceptive business practice by falsely
3 advertising, marketing, and selling defective, and often dangerous lithium-ion 18650 battery cells
4 and products containing them.

5 2. Lithium-ion 18650 batteries are marketed and sold by Amazon to be used in
6 consumer devices, including laptops, flashlights, cameras, lasers, measurement tools, children's
7 toys, battery packs, hoverboards, and e-cigarettes.

8 3. Amazon makes numerous false and misleading representations about the
9 characteristics of the batteries. Amazon misrepresents the energy capacity of lithium-ion 18650
10 batteries and safety features allegedly contained in the batteries. Amazon is selling batteries with
11 advertised characteristics that do not exist.

12 4. Not only does Amazon unfairly, unlawfully, and deceptively hide the truth about
13 lithium-ion 18650 batteries, but they also continue to sell, market, and advertise the batteries on
14 their website despite knowledge that the batteries are not as advertised.

15 5. Amazon's advertising, and information on its website is misleading to consumers,
16 and Amazon has profited based on its deceptive and/or unfair practice of incorrectly leading the
17 public to believe that the batteries had longer capacity or higher output than they did, and
18 possessed safety features they did not. Amazon's conduct constitutes a violation of the
19 Washington Consumer Protection Act.

20 **II. JURISDICTION AND VENUE**

21 6. This Court has personal jurisdiction over Defendant because Amazon maintains
22 its headquarters in this district and in Washington state and has intentionally availed itself of the
23 laws of Washington by conducting a substantial amount of business in the state that is the subject
24 of this Complaint. Decisions regarding the advertising of these products are made at the
25 headquarters of Amazon, which is located in this district. This Court accordingly has personal
26 jurisdiction over Amazon.

7. This Court has subject matter jurisdiction because this is a class action arising under the Class Action Fairness Act of 2005 (“CAFA”), which confers original jurisdiction on the federal courts for any class action in which any member of the Class is a citizen of a state different from any defendant, and in which the matter in controversy exceeds in the aggregate \$5,000,000, exclusive of interest and costs. Plaintiffs allege that the total claims of individual Class members in this action are in excess of \$5,000,000, as required by 28 U.S.C. § 1332(d)(2) & (6). Plaintiffs are citizens of California, whereas Defendant is a citizen of Washington, satisfying 28 U.S.C. § 1332(d)(2)(A). Furthermore, the total number of Class members is greater than 100, as required by 28 U.S.C. § § 1332(d)(5)(B). Federal subject matter jurisdiction thus exists.

8. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) because Amazon is headquartered and resides in this District. Venue is further appropriate in this district pursuant to the forum selection clause in Amazon’s online “conditions of use,” which are available when a consumer signs up for an Amazon account and makes purchases. As of May 3, 2021, the conditions provide that “[a]ny dispute or claim relating in any way to your use of any Amazon Service will be adjudicated in the state or Federal courts in King County, Washington, and you consent to exclusive jurisdiction and venue in these courts.”

III. PARTIES

A. Plaintiffs

9. Plaintiff CRAIG CROSBY resides in Camarillo, California. During the Class period, Mr. Crosby purchased deceptive individual 18650 lithium-ion battery cells and products containing intentionally deceptive 18650 lithium-ion battery cells from Amazon.com as the direct seller after May 3, 2021, the date Amazon dropped its arbitration requirement in its Conditions of Use. At the time of purchase, Amazon’s statements and omissions had the capacity to deceive a substantial portion of the purchasing public. The products were found to have lower

1 battery capacity than advertised only after the products were bought, mailed, received, and tested
2 by Plaintiffs.

3 10. Plaintiff CHRIS JOHNSON resides in Woodland Hills, California. During the
4 Class period, Mr. Johnson purchased deceptive individual 18650 lithium-ion battery cells and
5 products containing defective 18650 lithium-ion battery cells from Amazon.com as the direct
6 seller after May 3, 2021, the date Amazon dropped its arbitration requirement in its Conditions
7 of Use. At the time of purchase, Amazon's statements and omissions had the capacity to deceive
8 a substantial portion of the purchasing public. The products were found to have lower battery
9 capacity than advertised only after the products were bought, mailed, received, and tested by
10 Plaintiffs.

11 11. Absent award of the relief sought in this lawsuit, Plaintiffs Crosby and Johnson
12 and the public will continue to suffer harm. Plaintiffs as well as the public generally continue to
13 be at risk of future harm, as Amazon knows about its deceptive practice because of the
14 unfavorable reviews on its website stating as much, and has refused to change its practices
15 related to the sale of defective lithium-ion 18650 batteries. Amazon continues to make false and
16 misleading statements in connection with the sale of such products. This continued violation of
17 the law creates ongoing damage to Plaintiffs and to the purchasing public.

18 **B. Defendant**

19 12. Defendant AMAZON.COM, INC. is a corporation located in Washington state,
20 and organized under the laws of the State of Delaware, with its headquarters, and principal place
21 of business at 410 Terry Avenue, Seattle WA 98109.

22 13. Amazon Warehouse Deals is a division or arm of AMAZON.COM, INC. Amazon
23 Warehouse Deals offers discounted goods that have been returned, warehouse-damaged, used, or
24 refurbished products. Amazon Warehouse Deals is a direct seller of lithium-ion 18650 batteries
25 and is responsible for the sale, marketing, and advertisement of the defective lithium-ion 18650
26 batteries and products contain lithium-ion 18650 batteries at issue in this case. (Amazon.com,

1 Inc. including Amazon Warehouse Deals, is collectively referred to herein as “Amazon.com” or
2 “Amazon”).

3 **IV. CLASS ACTION ALLEGATIONS**

4 14. Plaintiffs bring this class-action lawsuit on behalf of themselves and the proposed
5 members of the Class pursuant to Rule 23(b) of the Federal Rules of Civil Procedure.

6 15. This action has been brought and may properly be maintained as a class action
7 against Defendant Amazon because there is a well-defined community of interest in the litigation
8 and the proposed Class is easily ascertainable.

9 16. Plaintiffs seek certification of the following Class:

10 All individuals or organizations that purchased lithium-ion 18650 batteries
11 or products containing lithium-ion 18650 batteries from Amazon after May
12 3, 2021 until the date of class certification.

13 17. **Numerosity.** Plaintiffs do not know the exact number of Class members but
14 believe the Class comprises at least thousands of consumers nationwide. As such, the Class is so
15 numerous that joinder is impractical.

16 18. **Commonality and predominance.** Each of the proposed Class members, are
17 similarly situated to Plaintiffs with regard to their rights as purchasers of lithium-ion batteries
18 from Amazon.

19 19. There are common questions of law and fact that affect all Class members. These
20 questions predominate over questions that might affect individual Class members. These
21 common questions include, but are not limited to, the following:

22 A. Whether Amazon falsely advertised lithium-ion batteries;

23 B. Whether Amazon’s representations regarding the deceptive and/or dangerous
24 nature of the batteries were objectively material;

25 C. Whether Amazon adequately disclosed and described the deceptive and/or
26 dangerous nature of the lithium-ion batteries and the risks associated with their
use;

- 1 D. Whether Amazon's representations and descriptions of the lithium-ion batteries
2 and the products containing them were deceptive;
- 3 E. Whether Amazon failed to disclose objectively material information regarding the
4 lithium-ion batteries;
- 5 F. Whether Amazon's representations and omissions have the capacity to deceive a
6 substantial portion of consumers;
- 7 G. Whether Amazon's conduct violated Washington state consumer protection laws;
- 8 H. Whether Plaintiffs and the Class incurred a loss of money or property within the
9 meaning of the WA Consumer Protection Act due to Amazon's conduct;
- 10 I. Whether Plaintiffs, the Class and the general public are entitled to public
11 injunctive relief due to Amazon's conduct.

12 20. **Typicality.** Plaintiffs' claims are typical of Class members' claims. Plaintiffs and
13 Class members sustained injury as a direct result of Amazon's practice of selling, marketing and
14 advertising defective lithium-ion batteries. Thus, Plaintiffs are similarly situated to the other
15 members of the Class and are adequate representatives of the Class.

16 21. **Adequacy.** Plaintiffs will fairly and adequately protect the Class members'
17 interests. Plaintiffs and Class members have the same interests and Plaintiffs have attorneys who
18 are competent and experienced in the prosecution of class actions and consumer protection cases.

19 22. **Superiority.** A class action is the superior method for fairly and efficiently
20 adjudicating this controversy for the following reasons:

- 21 A. The monetary size of claims of the individual Class members are relatively small,
22 and few, if any, Class members could afford to seek legal redress for the wrongs
23 complained of;
- 24 B. Absent a class action, the Class members will likely not obtain redress of their
25 injuries and Defendant will retain the proceeds from the violations of the laws
26 cited herein;

1 C. This class action also provides the benefits of single adjudication and supervision
2 by a single court; and

3 D. Plaintiffs are unaware of any unusual difficulties in managing this class action.

4 **V. CHOICE OF LAW ALLEGATIONS**

5 23. Washington law applies to Plaintiffs' claims by virtue of a Washington choice-of-
6 law provision that is set forth in "Conditions of Use" that appear on Amazon's website. These
7 conditions of use are available to consumers when they sign up for an Amazon account and make
8 subsequent use of the website or purchases. In pertinent part, the choice-of-law clause contained
9 in the conditions of use provides:

10 By using any Amazon Service, you agree that applicable federal law, and the laws of the
11 state of Washington, without regard to principles of conflict of laws, will govern these
12 Conditions of Use and any dispute of any sort that might arise between you and Amazon.

13 **VI. FACTUAL ALLEGATIONS**

14 **A. Amazon Sells Defective, and Dangerous Lithium-Ion 18650 Batteries**

15 24. Amazon has and continues to benefit from the sale of deceptive, dangerous, and
16 defective lithium-ion 18650 batteries and products containing them. Amazon makes with false
17 and exorbitant capacity claims about the lithium-ion 18650 batteries that do not perform to their
18 alleged capacity and pose serious risk of injury. (*See* Exhibits A-E)

19 25. Amazon's affirmative statements regarding alleged battery capacity, lower price
20 points, and safety features has the capacity to mislead Plaintiffs and the public into purchasing
21 batteries that were deceptive, defective, and dangerous.

22 26. The energy capacity of a battery is one of the most important characteristics a
23 consumer reviews to determine which battery to purchase. Amazon advertises the energy
24 capacity of the battery sold in milli-amp hours (mAh). Virtually all lithium-ion cells have a rated
25 capacity measured in milliamp-hours (mAh) or amp-hours (Ah). The higher the mAh capacity,
26 the more useable energy-

1 27. The capacity of authentic lithium-ion 18650 batteries sold by legitimate
2 manufacturers is under 3800 mAh. The space inside the case of every authentic lithium-ion
3 18650 battery is the same. Cell capacity is limited by the thickness and density of the cathode
4 and anode, and the electrolyte that can fit in the case, in addition to electrode resistance and
5 device requirements for efficient discharge.

6 28. Lithium-ion 18650 batteries for sale on Amazon.com may list capacities ranging
7 from less than 1300 mAh to 12000 mAh. Batteries are often listed with capacities of 9800 mAh
8 or higher, more than double the capacity of any authentic 18650 lithium-ion battery produced by
9 legitimate manufacturers. The deceptively marketed lithium-ion 18650 batteries frequently test at
10 only a small percentage of their advertised capacity.

11 29. Consumers purchase higher capacity batteries from Amazon because they are
12 attracted to the longer use duration of the batteries. Unfortunately, many of Amazon's claims are
13 unsubstantiated, misleading, and completely deceptive.

14 **B. Amazon Knows about the Defective Nature of Lithium-Ion 18650 Batteries**

15 30. Amazon knowingly conceals the capacity of these batteries and alleged safety
16 features in order to mislead Plaintiffs and the public into purchasing batteries that are not as
17 advertised.

18 31. Amazon promotes the sale of deceptive and/or unfairly marketed batteries through
19 its use of Amazon product listings uniquely identified by an Amazon Standard Identification
20 Number ("ASIN"). Every product sold on Amazon.com is assigned an ASIN. If a seller or
21 product has too many negative reviews, the product will be removed from the Amazon.

22 32. A removed product is often put back on Amazon's website without any
23 substantive quality control or review by Amazon. The same product is given a different ASIN
24 and all prior reviews of the product are removed. Therefore, the purchaser of the existing ASIN
25 version of the product is unaware of any prior negative reviews of the same product, despite this
26 information being known by Amazon.

1 33. Amazon is often the direct seller of the dangerous and potentially deadly items
2 while also allowing third-party sales. Amazon has even developed their own portable lithium-ion
3 battery packs and battery chargers, Amazon Basics Portable Power Banks. Amazon recalled six
4 models of the Portable Power Banks in 2018 due to fire hazard.

5 34. Amazon knew or should have knowledge of this practice because on Amazon's
6 website, there are often negative and one-star reviews for the deceptive and defective lithium-
7 ion batteries and products containing them. Amazon customers complain that the batteries fail to
8 reach the claimed capacity, cost too much for their actual capacity, arrive smaller than
9 advertised, fail to include marketed safety features, and that products containing the batteries are
10 fire hazards.

11 35. An example of a deceptive product sold by Amazon is Super Bright 2000 Lumen
12 18650 Tactical Flashlight and 6x 3.7V Rechargeable High-Capacity Battery with Batteries
13 Charger, Adjustable Focus and 5 Light Modes Handheld Flashlight for Camping Hiking.
14 Amazon customer Eric Clough left a one star review for the product on June 23, 2021, stating
15 that: "Not as described. The flashlight is fine. The batteries are NOT 5800 MaH. No where close.
16 I have 2600 mah batteries that lasted twice as long."

17 36. Another example of a deceptive product sold by Amazon is Tokeyla 18650
18 flashlight 5 modes with one pack two-Slot charger and 8 pcs 18650 rechargeable battery
19 5000mAh button top batter for general purpose. Amazon customer Troy Otto left a one star
20 review for the product on May 7, 2021, stating that: "Batteries slightly too tall and flashlight
21 doesn't work right. Batteries don't work with the flashlight correctly. Also, these 18650 batteries
22 are slightly taller than usual 18650's. They are too tall to fit in my ecig."

23 37. Another example of a misleadingly advertised product is the Headlamp,
24 Headlight, Hard Hat Light 2000 Lumens IMPROVED Cree Led Ultra Bright Rechargeable
25 Waterproof Flashlight Head Light for Camping, Outdoors (Charging equipment and Battery)
26 included (Silver). Amazon customer Josephine left a one star review for the product on June 4,

2021, stating that: “Broke first use. Worked for about 15 minutes. Never worked again. Tried charging it, changing batteries etc.”

38. As of July 28, 2021, Amazon was still listing thousands of the dangerous and falsely advertised batteries on its site, including those that Amazon knows pose safety risks. Amazon customers who purchased the counterfeit batteries, have posted negative reviews and photos demonstrating how the batteries have burned or exploded. Despite this, and being on notice by virtue of the negative reviews, Amazon continues to directly sell, advertise, and market the defective and dangerous batteries. (*See* Exhibits F-I)

39. For example, the following product is available for sale by Amazon: Rollerhouses 7.4 Volt Rechargeable Battery 18650 Pack 2000mAh Li - Ion with Wire and JST Connector. Amazon customer Bobby A. left a one star review for the product on June 25, 2021, stating that: “Completely junk. Ordered this battery and waited a week for it to get here. I checked the voltage on the battery when it arrived and it was at ”0” volts. I had no idea how long this battery had been stored at "0" volts but that is always a bad sign. I tried charging the battery anyway just to satisfy my suspension and sure enough it is junk. I don't recommend these batteries.”

40. Amazon also has ongoing notice and knowledge of the deceptive, and dangerous nature of the batteries, due to the number of negative reviews submitted by Plaintiff Craig Crosby and other Amazon customers. Since May 3, 2021, Mr. Crosby has submitted at least seven negative reviews to Amazon for defective and dangerous lithium-ion 18650 batteries. Nevertheless, Amazon has blocked and refused to post any of Mr. Crosby’s negative reviews about the batteries. Amazon’s refusal to submit a review also shows it knew or should have known about its unfair and/or deceptive practice.

41. Despite this knowledge, Amazon refuses to remove the defective and dangerous products and fraudulently advertised lithium-ion batteries sold on its website. Instead Amazon re-lists and continues to sell and use misleading product photos to obscure the defective and dangerous nature of lithium-ion battery products.

C. Defective Lithium-Ion 18650 Batteries Pose Serious Risk Of Injury

42. Amazon also fails to adequately inform consumers of above-listed problems with the batteries for sale on their website.

43. Amazon's deceptive and/or unfair sale of lithium-ion 18650 batteries are often accompanied by misleading claims of safety protections, including that the batteries contain "short-circuit protection," "overcharge and under-charge protection," "high and low voltage cutoff," "venting," "BRC protection circuit" or that batteries are "new" in the product listing, and/or on the individual item and accompanying chargers. Notably, the batteries often fail to contain any of the safety features advertised.

44. Legitimate rechargeable batteries possess internal safety measures to minimize the risks inherent in lithium-ion batteries generally, and maximize the life of the battery. Standard safety measures may include automatic shut off switches for batteries at both maximum and minimum charge. These measures reduce the risk of injury, from overheating, fire or explosion while charging, discharging, or in the event of a short circuit.

45. Defective rechargeable lithium-ion 18650 batteries sold by Amazon often do not possess the proper, adequate, or often any safety measures found in genuine lithium-ion batteries. Absent any or all of these protective features, lithium-ion 18650 batteries pose a high risk of explosion or igniting.

46. On January 8, 2021, The U.S. Consumer Product Safety Commission warned consumers not to buy or use loose 18650 lithium-ion batteries that are separated from battery packs, because they are potentially hazardous when handled, transported, stored, charged, or used to power devices.¹

¹ United States Consumer Product Safety Commission, "CPSC Issues Consumer Safety Warning: Serious Injury or Death Can Occur if Lithium-Ion Battery Cells Are Separated from Battery Packs and Used to Power Devices", <https://www.cpsc.gov/content/cpsc-issues-consumer-safety-warning-serious-injury-or-death-can-occur-if-lithium-ion-battery>

1 47. Amazon knows the risk of injury that defective lithium-ion 18650 batteries pose
2 to consumers, but continues to market, sell, and advertise deceptive lithium-ion 18650 batteries
3 in a way which mischaracterizes that risk.

4 **D. Plaintiffs Purchased Amazon Products Containing Defective Lithium-Ion 18650**
5 **Batteries**

6 48. Plaintiffs collected data on counterfeit lithium-ion 18650 batteries and products
7 containing the batteries purchased on Amazon by tabulating the available reviews. From May 3,
8 2021 to August 1, 2021, the reviews revealed that 72,434 lithium-ion 18650 batteries and
9 products with the batteries were reported sold by Amazon. This data is based only on the reviews
10 of items purchased, not actual items purchased, and represents only a very small fraction of the
11 counterfeit lithium-ion 18650 batteries sold by Amazon. Many of these reviews were negative,
12 indicating that the batteries were defective and/or dangerous. (*See e.g.* Exhibits F-I).

13 49. From June through July 2021, Plaintiff Craig Crosby purchased eight products
14 from Amazon containing deceptive and/or defective lithium-ion 18650 batteries that were
15 advertised with a number of false and misleading statements, including about their battery
16 capacity. Upon receipt of the batteries, Mr. Crosby conducted energy tests of the batteries and
17 determined that Amazon had misrepresented the capacity of a number of the batteries. Amazon
18 also made several other misrepresentations, including that products contained authentic CREE
19 LEDs, produced particular lumens, or lasted up to 100,000 hours. A number of the products,
20 however, did not arrive as advertised, did not work at all, or failed to include the advertised
21 batteries or the batteries failed to hold a charge.

22 50. From June through July 2021, Plaintiff Chris Johnson purchased three products
23 from Amazon containing defective and deceptive lithium-ion 18650 batteries. Upon receipt of
24 the products, Mr. Johnson conducted energy tests of the batteries and determined that Amazon
25 had made numerous false and deceptive statements regarding the products. These products were
26 all purchased after May 3, 2021, the date that Amazon dropped its arbitration requirement.

51. As of July 28, 2021, Amazon was still listing thousands of the dangerous and falsely advertised batteries on its site, including those that Amazon knows pose safety risks.

52. Plaintiffs purchased the following products from Amazon containing unfairly marketed, defective, and dangerous lithium-ion 18650 batteries:

<u>Product Purchased by Craig Crosby</u>	<u>Purchase Date</u>	<u>Price</u>	<u>Advertised Capacity</u>	<u>Actual Capacity</u>
Tokeyla 18650 flashlight 5 modes with one pack two-Slot charger and 8 pcs 18650 rechargeable battery 5000mAh button top batter for general purpose ASIN B08C9Q2FZK	June 4, 2021	Amazon Direct Seller: \$22.30 before tax and shipping.	Eight 18650 lithium-ion rechargeable batteries with 5000mAh capacity.	Four batteries tested at 1726mAh, 1654mAh, 1799mAh, 1631mAh. Four batteries retained in original shrink wrap packaging.
Tokeyla Full Metal 5 Modes Tactical Flashlight with 4-Pack 18650 Rechargeable Batteries and USB Charger Super Bright high Lumen Handheld Flashlight ASIN B089LNM5B8	June 4, 2021	Amazon Direct Seller: \$18.96 before tax and shipping.	Four 18650 lithium-ion rechargeable batteries with 5800mAh capacity.	All batteries tested at 1049mAh, 958mAh, 881mAh, 906mAh.

1 2 3 4 5 6 7 8 9 10 11	Goreit Rechargeable Flashlight, LED Tactical Flashlight with 18650 Battery & USB Charger, Super Bright 900 Lumens CREE LED, Zoomable, 5 Light Modes, Water Resistant, Military Torch For Camping, Emergency ASIN B07H8JWZ3V	June 5, 2021	Amazon Direct Seller: \$16.26 before tax and shipping.	One 18650 lithium- ion battery with 4000mAh capacity.	The battery tested at 1890mAh.
12 13 14 15 16 17 18	The Revenant Super Bright LED Headlamp 4 Modes 3 CREE XM-L T6 Waterproof & Lightweight Camping Outdoor Sports Headlight ASIN B01KVSMBK2	June 5, 2021	Amazon Direct Seller: \$13.46 before tax and shipping.	Four 18650 lithium-ion rechargeable batteries with 5000mAh capacity.	Two batteries tested at 39mAh, 39mAh. Two batteries retained in original shrink wrap packaging.
19 20 21 22 23 24 25 26	ZXLN Portable LED Work Light, COB LED Work Light 20W, Rechargeable Outdoor Work Light, 4000mAh Power Bank for Hiking, Car Repairing, Builtin SOS Emergency Mode (Free 2X18650 Lithium Batteries)	June 11, 2021	Amazon Direct Seller: \$16.19 before tax and shipping.	Two 18650 lithium- ion rechargeable batteries with 4000mAh capacity.	The product was delivered with blue 2000mAh batteries, not the red 4200mAh batteries as advertised, item was returned for a refund.

1	ASIN				
2	B07NQ7FGTN				
3	Father's Day Dad	June 11,	Amazon	One 18650 lithium-	The battery tested
4	Gifts Led	2021	Direct Seller:	ion rechargeable	at
5	Flashlight High		\$14.71	battery with	1326mAh.
6	Lumens 4000		before tax and	5800mAh capacity.	
7	LED Tactical		shipping.		
8	Rechargeable				
9	Flashlight 5				
10	Modes with				
11	Battery Zoomable				
12	Water Resistant				
13	for Hiking Biking				
14	Camping Outdoor				
15	Emergency Daily				
16	Flashlight				
17	ASIN				
18	B08J42DCQ4				
19	Super Bright	July 8,	Amazon	Six 18650 lithium-	The batteries
20	2000 Lumen	2021	Direct Seller:	ion rechargeable	tested at
21	18650 Tactical		\$18.39	batteries with	1242mAh,
22	Flashlight and 6x		before tax and	5800mAh capacity.	1033mAh,
23	3.7V		shipping.		1209mAh,
24	Rechargeable				1264mAh,
25	High-Capacity				1234mAh,
26	Battery with				1258mAh.
27	Batteries Charger,				
28	Adjustable Focus				
29	and 5 Light				
30	Modes Handheld				
31	Flashlight for				
32	Camping Hiking				
33	ASIN				
34	B08GKYBZPC				
35	Headlamp,	July 8,	Amazon	Two 18650 lithium-	Initial test of the
36	Headlight, Hard	2021	Direct Seller:	ion rechargeable	batteries revealed
37	Hat Light 2000		\$18.92	batteries with	39mAh and
38	Lumens		before tax and	5000mAh capacity.	70mAh capacity.
39	IMPROVED		shipping.		
40	Cree Led Ultra				Second test of the
41	Bright				batteries revealed

1 2 3 4 5 6 7 8	Rechargeable Waterproof Flashlight Head Light for Camping, Outdoors (Charging equipment and Battery) included (Silver) ASIN B07ZFWDBL6			38mAh and 52mAh capacity.
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9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26	<u>Product Purchased by Christopher Johnson</u>	<u>Purchase Date</u>	<u>Price</u>	<u>Advertised Capacity</u>	<u>Actual Capacity</u>
	Led Flashlight High Lumens 4000 LED Tactical Rechargeable Flashlight 5 modes with Battery Zoomable Water Resistant for Hiking Biking Camping Outdoor Emergency Daily Flashlight ASIN B08J42DCQ4	June 9, 2021	Amazon Direct Seller: \$14.99 before tax and shipping.	One 18650 lithium- ion rechargeable battery with a claimed capacity of 5800mAh capacity.	The battery tested at 891mAh.
	Tokeyla LED 18650 Flashlight, Including 6PCS Battery Charger, Water Resistant, Zoomable, 5 Modes Flashlight for Camping, Outdoor, Emergency,	June 9, 2021	Amazon Direct Seller: \$22.07 before tax and shipping.	Six 18650 lithium- ion rechargeable batteries with 5000mAh capacity.	All six batteries were sealed in shrink wrap. A random sample cell was Tested and found to have a capacity of 844mAh.

1	Everyday				
2	Flashlights				
3	ASIN				
4	B08HQRMLMZ				
5	PHIXTON LED	June 9,	Amazon	One 18650 lithium-	The battery tested
6	Tactical	2021	Direct Seller:	ion battery with	at
7	Flashlight High		\$15.29	5000mAh capacity.	906mAh.
8	Lumens,		before tax and		
9	Rechargeable		shipping.		
10	5000mAh 18650				
11	Battery Charger				
12	Gift Case Kit,				
13	Powerful L2				
14	Adjustable				
15	Handheld Flash				
16	Light, 5Mode				
17	Waterproof				
18	Torch, For Indoor				
19	Outdoor				
20	Emergency				
21	ASIN				
22	B074PXZSRV				

VII. CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation Of The Washington Consumer Protection Act,

RCW Section 19.86.010 *et seq.*,

(On behalf of Plaintiffs and the Class)

53. Plaintiffs incorporate the allegations in preceding paragraphs as if fully set forth herein in full.

54. The Washington consumer Protection Act, RCW 19.86 *et seq.*, provides consumers with a comprehensive procedure for redressing Defendants' unfair or deceptive business practices.

55. Under the Washington Consumer Protection Act, an out-of-state plaintiff may bring a claim under the Washington Consumer Protection Act against a Washington-based corporation with its headquarters location in Washington state for its unfair and/or deceptive acts.

56. Defendant's acts and omissions as alleged herein violate the Washington CPA because they: (1) are unfair or deceptive acts or practices; (2) are committed in the course of Defendants' business; (3) affects the public interest; and (4) have caused injury to (5) Plaintiffs in their business and/or property and to the members of the Class.

57. Amazon's above-described conduct in failing to disclose and concealing the, unfair, defective and/or dangerous nature of lithium-ion batteries sold on their website constitutes an unfair trade practice, and unfair and/or deceptive acts and practices, within the meaning of the Washington Consumer Protection Act, RCW 19.86 *et. seq.*

58. Amazon's above-described conduct affects the public interest because it affected and injured or had the capacity to injure a substantial portion of the purchasing public. The conduct complained of is capable of repetition and will likely affect other consumers.

VIII. PRAYER FOR RELIEF

68. WHEREFORE, Plaintiffs demand judgment in their favor and in favor of the Class members for:

- A. An Order certifying that Plaintiffs and the proposed Class members constitute a single class and designating the action as a Class Action pursuant to Federal Rule of Civil Procedure 23;
- B. Appointment of Plaintiffs as class representatives and payment of compensation as representatives if the Court deems appropriate;
- C. Appointment of the attorneys below as Class counsel; and
- D. Declaration that Amazon has violated the applicable laws as set forth above;
- E. Award permanent public injunctive relief against Amazon;
- F. Award reasonable attorney's fees and costs; and
- G. Provide such other and further relief the Court deems just and proper.

IX. DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues so triable.

Dated: August 13, 2021

COTCHETT, PITRE & McCARTHY, LLP

By: /s/Karin Swope
Karin B. Swope

KARIN B. SWOPE (WSBA # 24015)

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BETHANY M. HILL (*pro hac vice* pending)

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COTCHETT, PITRE & McCARTHY, LLP

San Francisco Airport Office Center

840 Malcolm Road
Burlingame, CA 94010
Telephone: (650) 697-6000
Facsimile: (650) 697-0577

Attorneys for Plaintiffs and the Proposed Class

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EXHIBIT A

amazon

Hello
Select your address

All 18650

Hello, Sign in
Account & ListsReturns
& Orders1
Cart

Best Sellers Customer Service Prime New Releases Today's Deals Books Pharmacy Fashion Kindle Books Toys & Games Gift Cards



Tokeyla 18650 flashlight 5 modes with one pack two-Slot charger and 8 pcs 18650 rechargeable battery 5000mAh button top battery for general purpose



power up your devices for long time

See more product details

EXHIBIT B

0 results



Roll over image to zoom in

Tokeyla Full Metal 5 Modes Tactical Flashlight with 4-Pack 18650 Rechargeable Batteries and USB Charger Super Bright high Lumen Handheld Flashlight

Visit the Tokeyla Store

★★★★★ 920 ratings | 24 answered questions

Amazon's Choice for "18650 battery and charger combo p..."

Get \$50 off instantly: Pay \$0.00 ~~\$18.96~~ upon approval for the Amazon Rewards Visa Card. No annual fee.

Available at a lower price from other sellers that may not offer free Prime shipping.

Only 1 left in stock - order soon.

Color: Brown

- Durability, made of military grade aluminum, works well in any conditions.
- Resistant, water and shock resistant, can be used in the rain, snow situation.
- Arrangement & zoomable: 5 mode high / middle / low / flash / strobe , zoom by pulling the head of the flashlight.
- Smart charger: fit for 18650/18490/17670/17600 /16340/14500/ rechargeable lithium batteries; the indicator light on charger is red when the battery is charging and is green when charge fully.
- Tactical, full metal, and practical design makes it a perfect for camping, fishing, hunting or dog walking.

Buy used:

\$18

Get Fast, Free Shipping with Amazon Prime

FREE delivery: Monday, Jun 14 on orders over \$25.00 shipped by Amazon. Details

Select delivery location

Used: Very Good | Details
Sold by Amazon Warehouse
Fulfilled by Amazon



Add to Cart

Add to List

Share



EXHIBIT C

Hello
Select your address

All 18650



Hello, Sign in
Account & Lists

Returns
& Orders

Zoomable

Mini and Portable



Super Bright 2000 Lumen
18650 Tactical Flashlight and
6x 3.7V Rechargeable High-
Capacity Battery with
Batteries Charger, Adjustable
Focus and 5 Light Modes...



or gets wet. Adjustable focus with 5 modes: High, Medium, Low, Strobe, and
SOS (Emergency) protect your safety.

EXHIBIT D



Headlamp,Headlight,Hard Hat Light 20000 Lumens
IMPROVED Cree Led Ultra Bright Rechargeable
Waterproof Flashlight Head Light for
Camping,Outdoors(Charging...



night walking or cycling:
• * 【 AMERICAN DESIGN, ENGINEER TESTED 】 Looking for a durable,
long lasting, Cree headlamp? Molo's bright headlamp is in a class of

EXHIBIT E

Support Multiple Appliances



Flashlight



pointer



Controller



Electronic Toy



Headlamps



doorbell



portable fan



Shavers

Roll over image to zoom in

Tokeyla Full Metal 5 Modes Tactical Flashlight with 4-Pack 18650 Rechargeable Batteries and USB Charger Super Bright high Lumen Handheld Flashlight

Visit the Tokeyla Store

★★★★★ 920 ratings | 24 answered questions

Amazon's Choice for "18650 battery and charger combo p..."

Get \$50 off instantly: Pay \$0.00 ~~\$18.96~~ upon approval for the Amazon Rewards Visa Card. No annual fee.

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- Arrangement & zoomable: 5 mode high / middle / low / flash / strobe , zoom by pulling the head of the flashlight.
- Smart charger: fit for 18650/18490/17670/17600 /16340/14500/ rechargeable lithium batteries; the indicator light on charger is red when the battery is charging and is green when charge fully.
- Tactical, full metal, and practical design makes it a perfect for camping, fishing, hunting or dog walking.

Buy used: \$18.96

Get Fast, Free Shipping with Amazon Prime

FREE delivery: Monday, Jun 14 on orders over \$25.00 shipped by Amazon. Details

Select delivery location

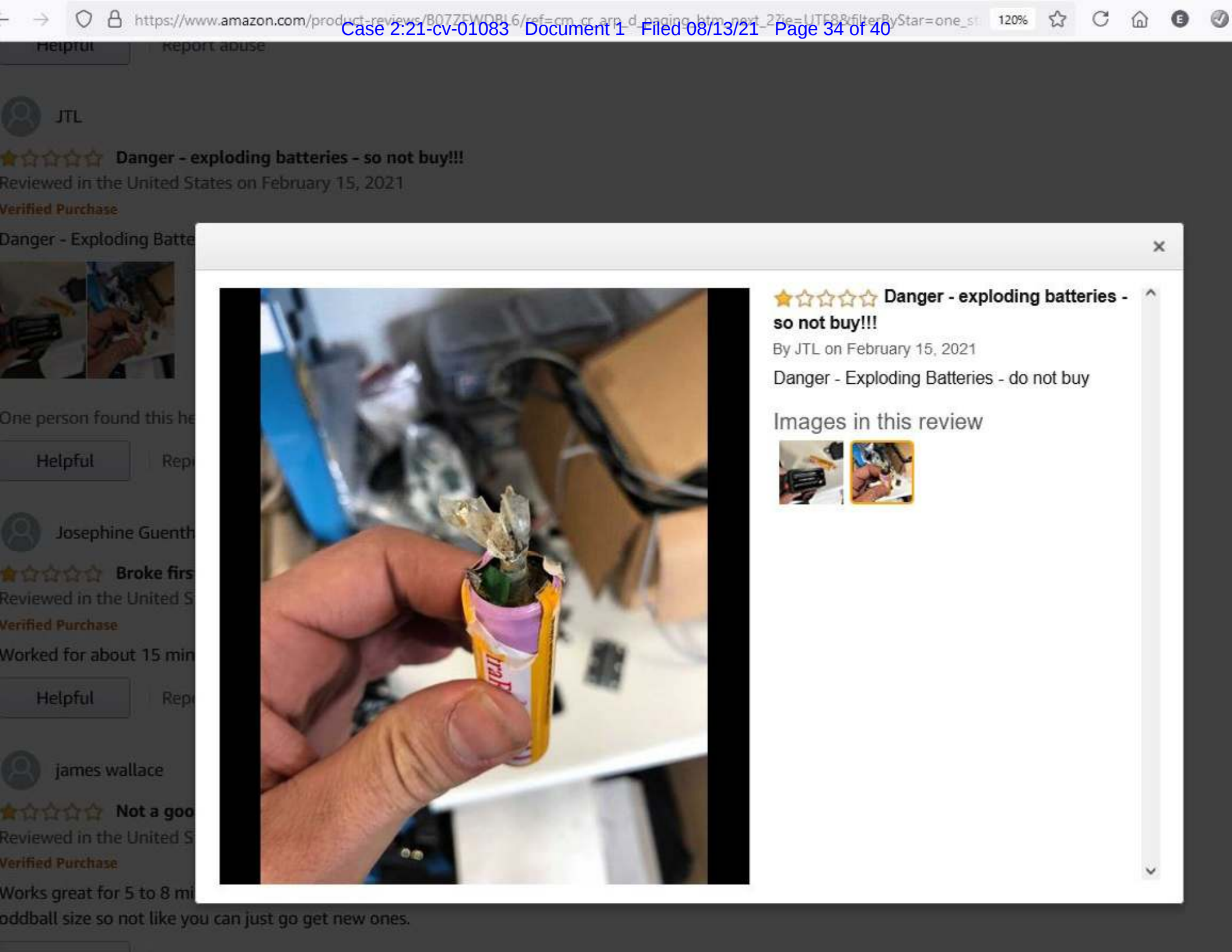
Used: Very Good | Details
Sold by Amazon Warehouse
Fulfilled by Amazon

Add to Cart

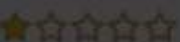
Add to List

Share

EXHIBIT F



JTL



Danger - exploding batteries - so not buy!!!

Reviewed in the United States on February 15, 2021

Verified Purchase

Danger - Exploding Batterie



One person found this helpful

Helpful

Report



Josephine Guenther



Broke first

Reviewed in the United States

Verified Purchase

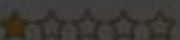
Worked for about 15 minutes

Helpful

Report



james wallace



Not a good

Reviewed in the United States

Verified Purchase

Works great for 5 to 8 miles

oddball size so not like you can just go get new ones.



Danger - exploding batteries - so not buy!!!

By JTL on February 15, 2021

Danger - Exploding Batteries - do not buy

Images in this review



EXHIBIT G



JTL



Danger - exploding batteries - so not buy!!!

Reviewed in the United States on February 15, 2021

Verified Purchase

Danger - Exploding Batteries - do not buy



One person found this helpful

Helpful

Report abuse



Josephine Guenther



Broke first use

Reviewed in the United States on June 4, 2021

Verified Purchase

Worked for about 15 minutes. Never worked again. Tried charging it, changing batteries, etc.

Helpful

Report abuse



james wallace



Not a good deal

Reviewed in the United States on October 21, 2020

Verified Purchase

Works great for 5 to 8 minutes then batteries start going dead. The light is great but batteries are junk. They are an oddball size so not like you can just go get new ones.

Helpful

Report abuse



harbinger



Product will be returned

Reviewed in the United States on January 17, 2021

Verified Purchase

EXHIBIT H

Search customer reviews **Search**

Sort by: **Top reviews** Filter by: **All reviewers** **1 star only** **Text, image, ...**

Filtered by: 1 star [Clear filter](#)

9 global ratings | 51 global ratings

Translate all reviews to English

from the United States

Leonel de León

☆☆☆☆ Mal product reviewed in the United States

Verified Purchase



☆☆☆☆☆ **Battery Compartment Blew up**

By George H on April 3, 2021

Left headlamp on charge one night and came back the next morning to find the battery had exploded with such force it blew the back off of the battery compartment. There was paper confetti n the floor around my desk the looks to have been inside the exploded battery. Purchased this headlamp in Feb 2021 and at most the headlamp was used 3 times.

Seller offered to replace it but gave no information as to how to contact him with a shipping address. Send a 2nd message and received the same canned response. I don't see much happening at this point.

Images in this review



EXHIBIT I



George H

★★★★★ **Battery Compartment Blew up**

Reviewed in the United States on April 3, 2021

Verified Purchase

Left headlamp on charge one night and came back the next morning to find the battery had exploded with such force it blew the back off of the battery compartment. There was paper confetti n the floor around my desk the looks to have been inside the exploded battery. Purchased this headlamp in Feb 2021 and at most the headlamp was used 3 times.

Seller offered to replace it but gave no information as to how to contact him with a shipping address. Send a 2nd message and received the same canned response. I don't see much happening at this point.



5 people found this helpful

Helpful

Report abuse



Ionora

★★★★★ **Will not hold a charge**

Reviewed in the United States on December 14, 2020

Verified Purchase

I was very disappointed in this like you charge it completely within 30 minutes it's already starting to die

6 people found this helpful

Helpful

Report abuse



David DeGrood

★★★★★ **Didn't Last Long!**

Reviewed in the United States on May 2, 2021

Verified Purchase

I purchased two of this head lamp. One stopped working after just a few hours use. I thought maybe it wasn't fully charged, and when I plugged it up to charge, the light came on. Unplug it, it wouldn't work. Stayed this way. So, I opened up the other one I had purchased. It worked fine for several weeks, but started falling apart. I guess these head lamps need to be babied to last. They're not durable enough for daily use. With my job, they're not for me.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Craig Crosby and Christopher Johnson, on behalf of themselves and others similarly situated

(b) County of Residence of First Listed Plaintiff Ventura County-CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Karin B. Swope, Cotchett, Pitre & McCarthy, LLP
75511 Greenwood Avenue N, Suite 4057
Seattle, WA 98103; Tel: (650)697-6000

DEFENDANTS

Amazon.Com, Inc., a Delaware corporation

County of Residence of First Listed Defendant King Co.
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S. 2201 and RCW 19.86.010 et seq.

Brief description of cause:
Violations of the Washington Consumer Protection and

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 8/13/2021 SIGNATURE OF ATTORNEY OF RECORD

/s/ Karin B. Swope

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____