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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

**BARBARA YIM, individually and on
behalf of all others similarly situated,**

Plaintiff,

vs.

**SHENZHEN CHARMAS
TECHNOLOGY CO., LTD., and
AMAZON.COM, INC.**

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

- (1) UNJUST ENRICHMENT**
- (2) BREACH OF EXPRESS WARRANTY**
- (3) BREACH OF IMPLIED WARRANTY**
- (4) BREACH OF IMPLIED WARRANTY OF
MERCHANTABILITY**
- (5) FRAUDULENT CONCEALMENT**
- (6) STRICT LIABILITY- FAILURE TO WARN**
- (7) STRICT LIABILITY- DESIGN AND
FORMULATION DEFECT**
- (8) NEGLIGENT FAILURE TO WARN**
- (9) NEGLIGENT DESIGN & FORMULATION
DEFECT**
- (10) NEGLIGENCE**

1 Plaintiff, Barbara Yim (“Plaintiff”), brings this Class Action Complaint
2 against Defendants, Shenzhen Charmast Technology Co., LTD., and
3 Amazon.com, Inc. (“Defendants”), individually and on behalf of all others
4 similarly situated, and alleges, upon personal knowledge as to Plaintiff’s own
5 actions and to counsels’ investigation, and upon information and belief as to all
6 other matters, as follows:
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8

9
10 **NATURE OF THE ACTION**

11 1. Plaintiff brings this class action lawsuit on behalf of herself, and all
12 others similarly situated who purchased Charmast Power Banks, model W1056¹
13 (the “Product”) because the lithium-ion battery in the power banks can overheat
14 and ignite, posing fire and burn hazards to consumers.
15

16 2. The product is formulated, designed, manufactured, advertised, sold,
17 and distributed by Defendants or its agents to consumers, including Plaintiff,
18 across the United States.
19

20 3. The product is described as follows: Charmast Power Banks, model
21 W1056 colors black, blue, green, mint, pink and white with the brand name
22 “Charmast” printed on the front and “Model: W1056” printed on the back.²
23
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27 ¹ <https://www.cpsc.gov/Recalls/2025/Charmast-Power-Banks-Recalled-Due-to-Fire-and-Burn-Hazards-Sold-by-Charmast-Exclusively-on-Amazon-com> (last accessed on May 28, 2025)

28 ² *Id.*

1 4. Each of the products was manufactured by Defendant Shenzhen
2 Charmast, and sold online at Defendant Amazon's website Amazon.com from
3
4 December 2018 through September 2024.³

5 5. Through marketing and sales, Defendants represented that the
6 Product is safe and effective for its intended use as a portable charger power bank.
7

8 6. Other manufacturers and retailers formulate, produce, and sell non
9 defective portable chargers with formulations and production methods that do not
10 cause the product to overheat and ignite, posing fire and burn hazards to
11 consumers, which is evidence that this fire hazard risk inherent with Defendants'
12 Product is demonstrably avoidable.
13
14

15 7. Feasible alternative formulations, designs, and materials are
16 currently available and were available to Defendants at the time the Product was
17 formulated, designed, manufactured and sold.
18

19 8. At the time of their purchases, Defendants didn't notify Plaintiff and
20 similarly situated consumers, of the Product's fire risk through the product labels,
21 instructions, other packaging, advertising, or in any other manner, in violation of
22 the state and federal law.
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27
28 ³ *Id.*

1 Delaware corporation with principal executive offices located at 410 Terry
2 Avenue North, Seattle, Washington 98109. 19. Amazon is the largest e-commerce
3 company in the world. At all times relevant to this action, Amazon sold the
4 Products at issue throughout the United States and has millions of dollars in
5 annual sales of these Products.
6
7

8 14. Upon information and belief, the planning and execution of the
9 advertising, marketing, labeling, packaging, testing, and/or corporate operations
10 concerning the Product, and the claims alleged herein was primarily carried out at
11 Defendants' headquarters and facilities.
12

13 JURISDICTION AND VENUE

14

15 15. This Court has subject matter jurisdiction over this matter pursuant
16 to 28 U.S.C. § 1332 of the Class Action Fairness Act of 2005 because: (1) there
17 are 100 or more putative Class Members, (ii) the aggregate amount in controversy
18 exceeds \$5,000,000.00, exclusive of interest and costs, and (iii) there is minimal
19 diversity because Plaintiff and Defendants are citizens of different states.
20
21

22 16. This Court has supplemental jurisdiction over Plaintiff's state law
23 claims pursuant to 28 U.S.C. § 1367.
24

25 17. This Court has personal jurisdiction over Defendants because
26 Defendants purposefully availed itself to the laws, rights, and benefits of the State
27 of California. Defendants engaged in activities including (i) directly and/or
28

1 through its parent companies, affiliates and/or agents providing services
2 throughout; (ii) conducting substantial business in this forum; and/or (iii)
3 engaging in other persistent courses of conduct and/or deriving substantial
4 revenue from services provided in California and in this Judicial District.
5

6
7 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because
8 a substantial part of the events or omissions giving rise to the Classes' claims
9 occurred in this District. The Defendants sell and distribute their Product
10 throughout the United States and in this District. Plaintiff also resides in this
11 District and purchased Defendants' product while residing in this District.
12

13
14 **FACTUAL ALLEGATIONS**

15 19. Plaintiff re-alleges and incorporates by reference all the allegations
16 contained in the foregoing paragraphs as if fully set forth herein.
17

18 20. Plaintiff Barbara Yim bought a Charmast Power Bank, model
19 W1056 in November of 2022 for personal household use via Amazon.com.
20

21 21. Defendants are well-established corporations known for their
22 production, distribution, and importation of power bank-related products,
23 including the Product at hand.
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1 22. Charmast maintains an online store on Amazon's Platform⁴.

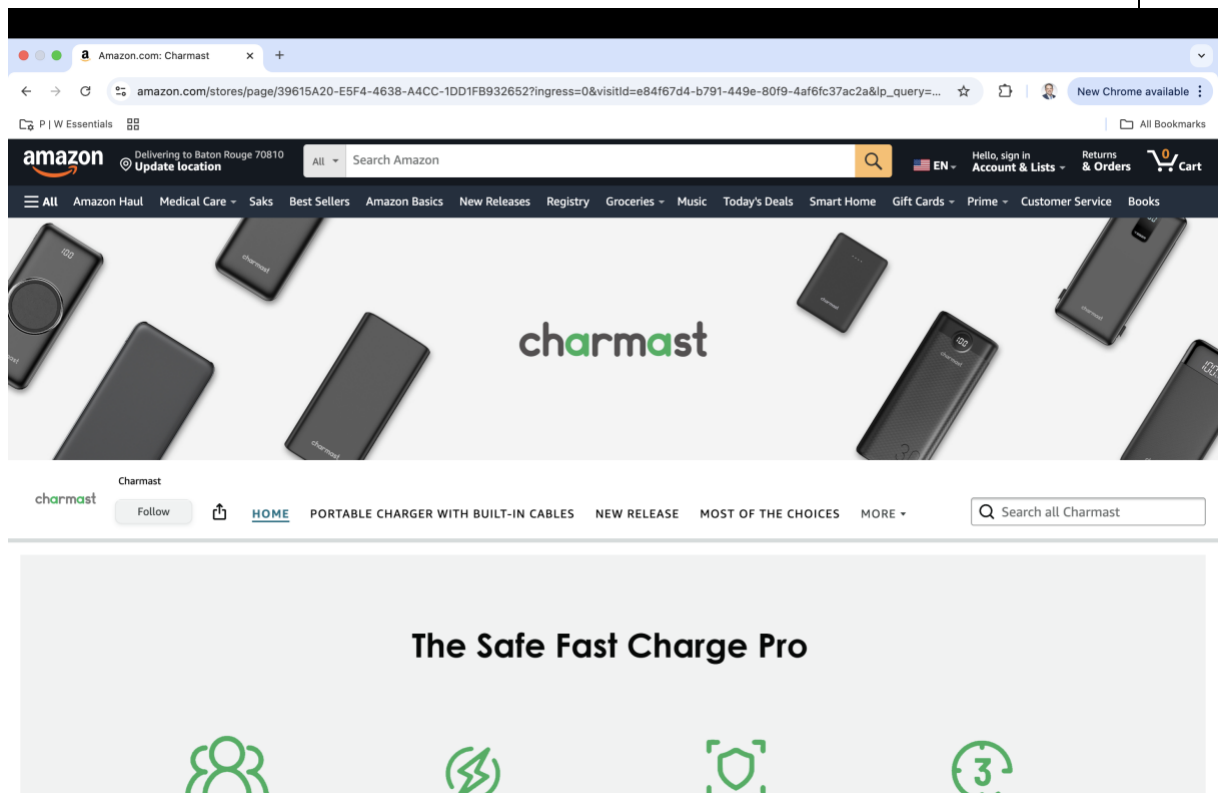
2 23. The Products at issue were sold exclusively on Amazon⁵.

3
4 24. It is believed that Amazon charged Plaintiff Yim for the purchase,
5 retrieved the portable charger from its location in an Amazon warehouse, prepared
6 the portable charger for shipment in Amazon-branded packaging and sent it to
7 Plaintiff Yim.
8

9 25. Amazon's relationship with Defendant Charmast and its distribution
10 practices placed Amazon itself between Charmast and Yim in the chain of
11 distribution for the Products at issue here.
12

13 26. Charmast markets its products to be safe on its Amazon Store.
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27 ⁴
28 ⁵ <https://www.cpsc.gov/Recalls/2025/Charmast-Power-Banks-Recalled-Due-to-Fire-and-Burn-Hazards-Sold-by-Charmast-Exclusively-on-Amazon-com>



27. According to the FTC, Charmast has received 44 reports of the recalled power banks expanding, igniting, melting, overheating or smoking, including four reports of consumers receiving burns or blisters⁶.

28. The Department of Energy imposed a civil penalty of \$30,000 for Charmast's failure to certify that portable charger model W1056 was in compliance with appropriate energy conservation standards before being sold commercially within the United States. *See*: United States Department of Energy Case Number 2024-CE-39009.

⁶ Id.

The Products

29. The Product at hand is a power bank made for safe daily use.

30. Unfortunately, the Product has a risk of the lithium-ion battery in the power bank overheating and igniting, posing fire and burn hazards to consumers.

31. In more detail, these products are power banks, as seen below⁷:



⁷ <https://www.forbes.com/sites/maryroeloffs/2024/12/19/power-bank-chargers-sold-on-amazon-recalled-after-they-melted-caught-fire/> (last accessed on May 28, 2025)

Defendants' Misrepresentations and Omissions are Actionable

32. Plaintiff bargained for a power bank that was safe to use.

Defendants' Product was, and still is, unsafe due to the fire risk hazard because the defective lithium -ion battery that can be found in the Product.

33. As a result of the fire risk hazard, Plaintiff, and all others similarly situated, were deprived the basis of their bargain given that Defendants sold them a product containing a defective battery.

34. The dangerous fire risk hazard inherent to the Product renders them unmerchantable and unfit for their normal intended use as a safe to use power bank.

35. The Product is not fit for its intended use by humans as they expose consumers to a fire hazard risk.

36. Plaintiff seeks to recover damages because the Product is adulterated, defective, worthless, and unfit for safe human use due to the fire hazard contained within the Product.

37. Defendants engaged in fraudulent, unfair, deceptive, misleading, and/or unlawful conduct stemming from its omissions surrounding the risk of fire hazard affecting the Product.

1 38. Indeed, no reasonable consumer, including Plaintiff, would have
2 purchased the Product had they known of the material omissions of material facts
3 regarding the possibility of risk of fire hazard.
4

5 39. Plaintiff intended to buy a power bank for normal household use, but
6 instead received a product with a defective lithium-ion battery that exposed them
7 to a risk of fire hazard.
8

9 40. Nowhere on the Product's packaging did Defendants disclose that
10 the Product could present a risk of fire hazard to the user.
11

12 41. If Plaintiff had been aware of the risk of fire hazard in the Product,
13 they would not have purchased the Product or would have paid significantly less.
14

15 42. As a result of Defendants' actions, Plaintiff has incurred damages.
16

17 **CLASS ACTION ALLEGATIONS**

18 43. Plaintiff brings this case as a class action pursuant to Federal Rules
19 of Civil Procedure 23(a), 23(b)(2) and or 23(c)(4), individually, and as the Class
20 representatives on behalf of the following:
21

22 **Nationwide Class:** All persons within the United States who purchased the
23 recalled Charmast power banks, model W1056 colors black, blue, green,
24 mint, pink, and white from December 2018 through September 2024.

25 **California Subclass:** All persons within the state of California who
26 purchased the recalled Charmast power banks, model W1056 colors black,
27 blue, green, mint, pink, and white from December 2018 through September
28 2024.

1 44. The Nationwide Class, and the California Subclass shall collectively
2 be referred to herein as the “Class” or “Classes,” and individuals shall be referred
3 to as “Class Members”.

4
5 45. Plaintiff reserves the right to amend the Class definitions if further
6 investigation and discovery indicate that the Class definitions should be narrowed,
7 expanded, or otherwise modified.

8
9 46. Excluded from the Classes are the following individuals and/or
10 entities: Defendants and Defendants’ parents, subsidiaries, affiliates, officers and
11 directors, and any entity in which Defendants have a controlling interest; all
12 individuals who make a timely election to be excluded from this proceeding using
13 the correct protocol for opting out; and all judges assigned to hear any aspect of
14 this litigation, as well as their immediate family.

15
16 47. This action has been brought and may be maintained as a class action
17 under Federal Rule of Civil Procedure 23.

18
19 48. **Numerosity** – Federal Rule of Civil Procedure 23(a)(1). The Class
20 numbers at least in the thousands of persons. As a result, joinder of all Class
21 Members in a single action is impracticable. Class Members may be informed of
22 the pendency of this class action through a variety of means, including, but not
23 limited to, direct mail, email, published notice, and website posting.
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1 **49. Existence and Predominance of Common Questions of Law and**
2 **Fact** – Federal Rules of Civil Procedure 23(a)(2) and 23(b)(3). There are
3 questions of fact and law common to the Classes that predominate over any
4 question affecting only individual members. Those questions, each of which may
5 also be certified under Rule 23(c)(4), include without limitation:
6
7

- 8 a. Whether Defendants negligently failed to exercise reasonable care in
9 the formulation, design, manufacturing, promotion, marketing,
10 advertising, packaging, labeling, distribution, and/or sale of the
11 Product;
- 12 b. Whether Defendants sold the defective Product, that was unreasonably
13 dangerous to consumers such as Plaintiff and members of the Class;
- 14 c. Whether Defendants failed to adequately warn Plaintiff and the Class of
15 the dangers with respect to the defective Product;
- 16 d. Whether Defendants were negligent for failure to warn;
- 17 e. Whether Plaintiff and the Class suffered Damages as a result of the
18 defective Product;
- 19 f. Whether Defendants were negligent for failure to test;
- 20 g. Whether Defendants' advertising, merchandising, and promotional
21 materials directed to Plaintiff were deceptive regarding the risks posed
22 by Defendants' Product;
- 23 h. Whether Defendants made representations regarding the safety of the
24 Product;
- 25 i. Whether Defendants omitted material information regarding the safety
26 of the Product;
- 27 j. Whether Defendants' Product was merchantable;
- 28

1 k. Whether Defendants violated the consumer protection statutes invoked
2 herein;

3 l. Whether Defendants' conduct alleged herein was fraudulent; and

4 m. Whether Defendants were unjustly enriched by sales of the Products.
5

6 50. The questions set forth above predominate over any questions
7 affecting only individual persons concerning sales of Defendants' Products
8 throughout the United States and a class action is superior with respect to
9 considerations of consistency, economy, efficiency, fairness, and equity to the
10 other available methods for the fair and efficient adjudication of Plaintiff's claims.
11
12

13 51. **Typicality** – Federal Rule of Civil Procedure 23(a)(3). Plaintiff's
14 claims are typical of those of the Class in that the Class Members uniformly
15 purchased Defendants' Product and were subjected to Defendants' uniform
16 merchandising materials and representations at the time of purchase.
17

18 52. **Superiority** – Federal Rule of Civil Procedure 23(b)(3). A class
19 action is the appropriate method for the fair and efficient adjudication of this
20 controversy. The presentation of separate incompatible standards of conduct for
21 Defendants, and/or substantially impair or impede the ability of Class Members
22 to protect their interests. In addition, it would be impracticable and undesirable
23 for each member of the Classes who suffered an economic loss to bring a separate
24 action. The maintenance of separate actions would place a substantial and
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unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all Class Members.

53. **Adequacy** – Federal Rule of Civil Procedure 23(a)(4). Plaintiff is an adequate representative of the Class because they are a member of the Classes, and their interests do not conflict with the interests of the Class that they seek to represent. The interests of the members of the Class will be fairly and adequately protected by Plaintiff and undersigned counsel.

54. **Insufficiency of Separate Actions** – Federal Rule of Civil Procedure 23(b)(1). Absent a representative class action, members of the Class would continue to suffer the harm described herein, for which they would have no remedy. Even if separate actions could be brought by individual consumers, the resulting multiplicity of lawsuits would cause undue burden and expense for both the Court and the litigants, as well as create a risk of inconsistent rulings and adjudications that might be dispositive of the interests of similarly situated purchasers, substantially impeding their ability to protect their interests, while establishing incompatible standards of conduct for Defendants. The proposed Class thus satisfy the requirements of Fed. R. Civ. P. 23(b)(1). Counsel is experienced in the litigation of civil matters, including the prosecution of consumer protection class action cases.

1 **55. Declaratory and Injunctive Relief** – Federal Rule of Civil
2 Procedure 23(b)(2). Defendants have acted or refused to act on grounds generally
3 applicable to Plaintiff and the other Class Members as described below, with
4 respect to the members of the Class as a whole. Plaintiff seeks to certify Class to
5 enjoin Defendants from selling or otherwise distributing the Product as labeled
6 until such time that Defendants can demonstrate to the Court’s satisfaction that
7 the Product confers the advertised benefits and are otherwise safe to use as
8 intended
9

10
11
12 **56.** Additionally, the Class may be certified under Rule 23(b)(1) and/or
13 (b)(2) because:
14

- 15 a. The prosecution of separate actions by individual members of the Classes
16 would create a risk of inconsistent or varying adjudications with respect
17 to individual members of the Class that would establish incompatible
18 standards of conduct for the Defendant;
- 19 b. The prosecution of separate actions by individual members of the Classes
20 would create a risk of adjudications with respect to them which would,
21 as a practical matter, be dispositive of the interests of other members of
22 the Classes not parties to the adjudications, or substantially impair or
23 impede their ability to protect their interests; and/or
- 24 c. Defendants have acted or refused to act on grounds generally applicable
25 to the Classes, thereby making appropriate final and injunctive relief with
26 respect to the members of the Classes as a whole.

27 **CAUSES OF ACTION**

28 **COUNT I**

Unjust Enrichment

(On behalf of the Nationwide Class and, alternatively, the Classes)

56. Plaintiff incorporates all previous paragraphs as if fully set forth herein.

57. Plaintiff, and the other members of the Classes, conferred benefits on Defendants in the form of monies paid to purchase Defendants' defective and worthless Products. These monies were no gifts or donations but were given in exchange for the Products.

58. Defendants voluntarily accepted and retained these benefits.

59. Because this benefit was obtained unlawfully, namely by selling and accepting compensation for a Product unfit for human use, it would be unjust and inequitable for Defendants to retain the benefit without paying the value thereof.

60. Defendants received benefits in the form of revenues from purchases of the Product to the detriment of Plaintiff, and the other members of the Classes, because Plaintiff, and members of the Classes, purchased mislabeled products that were not what Plaintiff and the Classes bargained for and were not safe and effective, as claimed.

61. Defendants have been unjustly enriched in retaining the revenues derived from the purchases of the Product by Plaintiff and the other members of the Classes. Retention of those monies under these circumstances is unjust and inequitable because Defendants' labeling of the Product was misleading to

1 consumers, which caused injuries to Plaintiff, and members of the Classes,
2 because they would have not purchased the Product had they known the true facts.
3

4 62. Because Defendants' retention of the non-gratuitous benefits
5 conferred on them by Plaintiff and members of the Classes is unjust and
6 inequitable, Defendants must pay restitution to Plaintiff and members of the
7 Classes for its unjust enrichment, as ordered by the Court.
8

9
10 **COUNT II**
11 **Breach of Express Warranty**
12 **(On behalf of the Nationwide Class and, alternatively, the Classes)**

13 63. Plaintiff incorporates all previous paragraphs as if fully set forth
14 herein.
15

16 64. Plaintiff, and each member of the Classes, formed a contract with
17 Defendants at the time they purchased the Product.
18

19 65. The terms of the contract include the promises and affirmations of
20 fact, that the Product was safe to use, made by Defendants on the Product's
21 packaging and through marketing and advertising.
22

23 66. This labeling, marketing, and advertising constitute express
24 warranties and became part of the basis of the bargain and are part of the
25 standardized contract between Plaintiff and Class Members and Defendants.
26
27
28

1 73. Defendants are engaged in the business of manufacturing,
2 constructing, making, selling, distributing, labeling, advertising, retailing,
3 and/or otherwise placing the Product into the stream of commerce.
4

5 74. The Product is a “good” under the relevant laws, and Defendants
6 knew or had reason to know of the specific use for which the Product, as a good,
7 was purchased.
8

9 75. Defendants’ warranty expressly applies to the purchaser of the
10 Product, creating privity between Defendant, Plaintiff and Class Members.
11

12 76. However, privity is not required because Plaintiff and Class
13 Members are the intended beneficiaries of Defendants’ warranties and its sale
14 through retailers. Defendants’ retailers were not intended to be the ultimate
15 consumers of the Product and have no rights under the warranty agreements.
16 Defendants’ warranties were designed for and intended to benefit the consumer
17 only, including Plaintiff and Class Members.
18
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20

21 77. Defendants have been provided sufficient notice of its breaches of
22 implied warranties associated with the Product. Defendants were put on
23 constructive notice of its breach through its review of consumer complaints and
24 other reports.
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1 conform to Defendants' affirmations of fact and promises included with the
2 packaging.
3

4 84. The implied warranty of merchantability included with the sale of
5 each Product means that Defendants guaranteed that the Product would be fit for
6 the ordinary purposes for which power banks are used and sold and were not
7 otherwise injurious to consumers. The implied warranty of merchantability is part
8 of the basis for the benefit of the bargain between Defendants, Plaintiff and Class
9 Members.
10
11

12 85. Defendants breached the implied warranty of merchantability
13 because the Product is not fit for its ordinary purpose of providing reasonably safe
14 for use Power Banks because the Product has a risk of burning the consumer.
15 Therefore, the Product is not fit for its particular purpose.
16
17

18 86. Defendants breached the implied warranty in the contract for the sale
19 of the Product by knowingly selling to Plaintiff and the Classes a product that
20 Defendants knew would expose Plaintiff and the Classes to health risks, thus
21 meaning Defendants knew that the Product was not fit for its intended use as a
22 safe to use Power Bank.
23
24

25 87. Defendants were on notice of this breach, as they were made aware
26 of the adverse health effects caused by risk of burning that can result from the use
27 of their Product.
28

1 88. Plaintiff and the Classes did not receive the goods as bargained for
2 because the goods they received were not merchantable as they did not conform
3 to the ordinary standards for goods of the same average grade, quality, and value.
4

5 89. Plaintiff and Class Members are the intended beneficiaries of
6 Defendants' implied warranties.
7

8 90. The Products were not altered by Plaintiff or Class Members.
9

10 91. Plaintiff and members of the Classes used the Products in the
11 ordinary way such Power Banks were intended to be used.

12 92. The Products were defective at the time they left the exclusive
13 control of Defendant.
14

15 93. The Products were defectively designed and/or manufactured and
16 unfit for their intended purpose as safe to use Power Banks, and Plaintiff and
17 members of the Classes did not receive the goods that they bargained for.
18

19 94. Plaintiff and members of the Classes purchased the Products that
20 contained the Defect, which was undiscoverable by them at the time of purchase
21 and at any time during the class period.
22

23 95. As a result of the defect in the Products, Plaintiff and Class Members
24 have suffered damages including, but not limited to, the cost of the defective
25 product, loss of use of the product and other related damage.
26
27
28

1 96. Defendants breached the implied warranty of merchantability to the
2 Plaintiff and Class Members.
3

4 97. Thus, Defendants' attempt to limit or disclaim the implied warranties
5 in a manner that would exclude coverage of the Defect is unenforceable and void.
6

7 98. Plaintiff and Class Members have been damaged by Defendants'
8 breach of the implied warranties.
9

10 99. Plaintiff and Class Members have suffered damages in an amount to
11 be determined at trial and are entitled to any incidental, consequential, and other
12 damages and other legal and equitable relief, as well as costs and attorneys' fees,
13 available under law.
14

15
16 **COUNT V**
17 **Fraudulent Concealment**
18 **(On behalf of the Nationwide Class and, alternatively, the Classes)**

19 100. Plaintiff incorporates all previous paragraphs as if fully set forth
20 herein.
21

22 101. Defendants aimed to portray the Product as safe for frequent and
23 repeated use and omitted key facts concerning the potential harm from burning
24 due to the overheating of the lithium-ion battery in the Products.
25
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1 102. Defendant, acting through its representatives or agents, delivered
2 the Product to its distributors and through other channels to consumers,
3 including the Plaintiff and Class Members.
4

5 103. Defendants, as the owners, manufacturers, marketers, and sellers of
6 the Products, had a duty to disclose because of Defendants' exclusive and/or
7 superior knowledge concerning the Products. Defendants owed Plaintiff and
8 Class Members a duty to disclose because the risks associated with the
9 defective products were known and/or accessible exclusively to Defendants,
10 who had superior knowledge of the facts; because the facts would be material
11 to consumers; because the Defendants actively concealed or understated
12 them; because the Defendants intended for consumers to rely on the omissions
13 in question; and because Defendants made partial representations concerning
14 the same subject matter as the omitted facts. Furthermore, because the Product
15 poses an unreasonable risk of substantial bodily injury, Defendants were under
16 a continuous duty to disclose that the Products contained a defect known to cause
17 harm, to whoever uses it.
18
19
20
21
22

23 104. Defendants willfully and knowingly omitted material information
24 regarding the quality and safety of the Products as discussed herein. Defendants
25 countenanced these material omissions to boost or maintain sales of the Product,
26 and to create a false assurance that prolonged loyalty to Defendants' brand—the
27
28

1 continued use of the Product—would not place consumers in danger. The omitted
2 information and partial representations were material to consumers because they
3 play a significant role in determining the value of the Product at the time of
4 purchase.
5

6
7 105. During this time, Plaintiff, and Class Members, were using the
8 Products without knowing the Products could harm them due to the defect in the
9 battery.
10

11 106. Defendants failed to discharge its duty to disclose these materials
12 facts.
13

14 107. Although Defendants had a duty to ensure the accuracy of the
15 information regarding the Products because such information was within the
16 exclusive knowledge of Defendants and because the information pertains to
17 serious health issues, Defendants failed to satisfy their duties.
18

19 108. Defendants engaged in fraudulent and deceptive conduct by devising
20 and executing a scheme to deceptively convey that their products were safe.
21 Defendants' actions were done to gain a commercial advantage over
22 competitors, and to drive consumers, like the Plaintiff and Class Members,
23 away from purchasing a competitor's product.
24

25 109. Plaintiff and the Classes reasonably relied on Defendants' failure to
26 disclose insofar as they would not have purchased the defective Products
27
28

1 manufactured and sold by Defendants had they known they possessed this risk of
2 harming them.

3
4 110. As a direct and proximate cause of Defendants' fraudulent
5 concealment, Plaintiff, and the Classes, suffered damages in the amount of monies
6 paid for the defective Products.
7

8 111. Plaintiff and the Class Members have suffered damages in an amount
9 to be determined at trial that, among other things, refunds the amount Plaintiff and
10 the Class Members paid for the Product, awards medical monitoring expenses,
11 costs, interest and attorneys' fees.
12

13 **COUNT VI**

14 **Strict Liability- Failure to Warn**

15 **(On behalf of the Nationwide Class and, alternatively, the Classes)**

16 112. Plaintiff incorporates all previous paragraphs as if fully set forth
17 herein.
18

19 113. Defendants had a duty to warn Plaintiff and Class Members
20 regarding the Defect, that being the risk of harming consumers due to a fire
21 hazard, within the Product.
22

23 114. Defendants, engaged in the business of selling, manufacturing and
24 supplying the Product, placed it into the stream of commerce in a defective and
25 unreasonably dangerous condition such that the foreseeable risks exceeded the
26 benefits associated with the design and/or formulation of the Product.
27
28

1 115. The Product supplied to Plaintiff and Class Members was defective
2 in design and formulation and unreasonably dangerous when they left the hands
3 of Defendants and reached consumers, including Plaintiff and Class Members,
4 without substantial alteration in the condition in which they were sold.
5

6 116. Defendants were in a superior position to know of the Defect, yet as
7 outlined above, chose to do nothing when the defect became known to them.
8

9 117. Defendants failed to provide adequate warnings regarding the risks
10 of the Product after knowledge of the Defect was known only to them.
11

12 118. Defendants had information regarding the true risks but failed to
13 warn Plaintiff and members of the Classes to strengthen their warnings.
14

15 119. Despite their knowledge of the Defect and obligation to unilaterally
16 strengthen the warnings, Defendants instead chose to actively conceal this
17 knowledge from the public.
18

19 120. Plaintiff and Class Members would not have purchased, chosen,
20 and/or paid for all or part of the Products if they knew of the Defect and the risks
21 of purchasing the Products.
22

23 121. This Defect proximately caused Plaintiff and Class Members'
24 damages.
25

26 122. Plaintiff and Class Members have suffered damages in an amount to
27 be determined at trial and are entitled to any incidental, consequential, and other
28

1 damages and other legal and equitable relief, as well as costs and attorneys' fees,
2 available under law.
3

4 **COUNT VII**
5 **Strict Liability- Design and Formulation Defect**
6 **(On behalf of the Nationwide Class and, Classes)**

7 123. Plaintiff incorporates all previous paragraphs as if fully set forth
8 herein.
9

10 124. The design and formulation of the Product was defective and
11 unreasonably dangerous.

12 125. The risk of fire hazard contained within the Product creates
13 unreasonable danger.
14

15 126. The design and formulation of the Product rendered it not reasonably
16 fit, suitable, or safe for their intended purpose.
17

18 127. The risk of fire hazard contained within the Product outweighed the
19 benefits and rendered the Product unreasonably dangerous.
20

21 128. Defendants' Products were defective because the design and
22 formulation of the Products included a defect which could create a risk of fire
23 hazard. After Defendants knew or should have known of the risk of fire hazard
24 found in the Product, Defendants continued to promote the Product as safe and
25 effective to the Plaintiff, Class Members, and public.
26
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1 138. Defendants' failure to warn caused Plaintiff and Class Members
2 economic damages and injuries in the form of lost value due to risk of fire hazard.
3

4 139. Plaintiff and Class Members have suffered damages in an amount to
5 be determined at trial and are entitled to any incidental, consequential, and other
6 damages and other legal and equitable relief, as well as cost and attorneys' fees,
7 available under law.
8

9
10 **COUNT IX**
11 **Negligent Design & Formulation Defect**
(On behalf of the Nationwide Class and, alternatively, the Classes)

12 140. Plaintiff incorporates all previous paragraphs as if fully set forth
13 herein.
14

15 141. Defendants owed Plaintiff and the Classes a duty to design and
16 formulate the Product in a reasonable manner.
17

18 142. The design and formulation of the Products was defective and
19 unreasonably dangerous, causing exposure to a material with harmful effects.
20 Thus, the Product is now worthless.
21

22 143. The design and formulation of the Product caused them to not be fit,
23 suitable, or safe for their intended purpose. The dangers of the Product
24 outweighed the benefits and rendered the product unreasonably dangerous.
25

26 144. There are other power banks that do not expose the consumers to a
27 risk of fire hazard.
28

1 145. The risk/benefit profile of the Product was unreasonable, and the
2 Product should have had stronger and clearer warnings or should not have been
3 sold in the market.
4

5 146. The Defendants' negligent design/formulation of the Product was the
6 proximate cause of damages to Plaintiff and Class Members.
7

8 147. Plaintiff and Class Members have suffered damages in an amount to
9 be determined at trial and are entitled to any incidental, consequential, and other
10 damages and other legal and equitable relief, as well as cost and attorneys' fees,
11 available under law.
12

13
14 **COUNT X**
 Negligence
15 **(On behalf of the Nationwide Class and, alternatively, the Classes)**
16

17 148. Plaintiff incorporates all previous paragraphs as if fully set forth
18 herein.
19

20 149. Defendants owed a duty to consumers to produce a product that was
21 safe for its intended use.
22

23 150. Defendants breached this duty by producing a product that was
24 dangerous for its intended use. Defendants knew or should have known that
25 defective Power Banks would cause injuries once exposed to humans and thus be
26 worthless as safe-to-use Products.
27
28

1 151. As a direct result of this breach, Plaintiff suffered injury in that
2 Plaintiff has been deprived of their benefit of the bargain. Plaintiff's injuries were
3 caused in fact by Defendants' breach. But for Defendants' negligent manufacture
4 and improper oversight, Plaintiff would not have been injured.
5

6 152. Further, Plaintiff's injuries were proximately caused by Defendants'
7 breach. It is foreseeable that poorly designed and formulated Power Banks would
8 cause injury, and it is foreseeable that a user would lose their benefit of the bargain
9 if they purchased dangerous Products.
10

11 153. Plaintiff and Class Members have suffered damages in an amount to
12 be determined at trial and are entitled to any incidental, consequential, and other
13 damages and other legal and equitable relief, as well as cost and attorneys' fees,
14 available under law.
15
16

17
18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually and on behalf of the other members
20 of the Classes, alleged herein, respectfully requests that the Court enter judgment
21 in his favor and against Defendants as follows:
22

- 23 a. For an order certifying the Classes under Rule 23 of the Federal Rules of
24 Civil Procedure and naming Plaintiff as the representative for the Classes
25 and Plaintiff's attorney as Class Counsel;
- 26 b. For an order declaring the Defendants' conduct violates the causes of action
27 referenced herein;
28

- 1 c. For an order finding in favor of Plaintiff and the Classes on all counts
2 asserted herein;
- 3 d. For compensatory, statutory, and punitive damages in amounts to be
4 determined by the Court and/or jury;
- 5 e. For prejudgment interest on all amounts awarded;
- 6 f. For an order of restitution and all other forms of equitable monetary relief;
- 7 g. For injunctive relief as pleaded or as the Court may deem proper; and
- 8 h. For an order awarding Plaintiff and the Classes their reasonable attorneys'
9 fees and expenses and costs of suit.
- 10 i. Such other relief as this Court deems just and proper.
- 11
- 12

13
14 Dated: May 30, 2025

Respectfully submitted,

15 /s/ John C. Bohren

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22 AND

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