

YANNI LAW APC

John C. Bohren (California State Bar No. 295292)

yanni@bohrenlaw.com

145 South Spring Street, Suite 850

Los Angeles, CA 90012

Telephone: (619) 433-2803

POULIN | WILLEY | ANASTOPOULO, LLC

Paul J. Doolittle (*Pro Hac Vice* Forthcoming)

paul.doolittle@poulinwilley.com

32 Ann Street

Charleston, SC 29403

Telephone: (803) 222-2222

Attorneys for Plaintiff

**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.,**

DEFENDANT

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 Defendant, Shenzhen Charmast Technology Co., LTD., (“Defendant”)
3 individually and on behalf of all others similarly situated, and alleges, upon
4 personal knowledge as to Plaintiff’s own actions and to counsels’ investigation,
5 and upon information and belief as to all other matters, as follows:
6
7

8 **NATURE OF THE ACTION**

9
10 1. Plaintiff brings this class action lawsuit on behalf of herself, and all others
11 similarly situated who purchased Charmast Power Banks, model W1056¹ (the
12 “Product”) because the lithium-ion battery in the power banks can overheat and
13 ignite, posing fire and burn hazards to consumers.
14

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

19 3. The product is described as follows: Charmast Power Banks, model W1056
20 colors black, blue, green, mint, pink and white with the brand name “Charmast”
21 printed on the front and “Model: W1056” printed on the back.²
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26
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 December 26, 2024)
28 ² Id.

1 4. Each of the products was manufactured by Defendant, distributed to other
2 corporations and then sold to consumers across the United States. The Product
3 was sold online at Amazon.com from December 2018 through September 2024.³
4

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

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

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

19 8. At the time of their purchases, Defendant 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.
23
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28 ³ Id.

1 9. Plaintiff purchased the Product while lacking the knowledge that the
2 Product could burn and harm those who use the product, thus causing serious
3 harm to those who use such Products.
4

5 10. Because Plaintiff and all consumers purchased the worthless and dangerous
6 Product, which they purchased under the presumption that the Product was safe,
7 they have suffered losses.
8

9 11. As a result of the above losses, Plaintiff seeks damages and equitable
10 remedies.
11

12
13
14 **PARTIES**

15 12. Plaintiff Barbara Yim is a resident and citizen of San Mateo, California
16 and purchased the product through Amazon on or around November of 2022.
17

18 13. Defendant Shenzhen Charmast Technology Co. Ltd. is a foreign
19 corporation and its registered agent can be found in Colorado. Defendant
20 manufactures and retails power banks and does business in every state.
21

22 14. Upon information and belief, the planning and execution of the advertising,
23 marketing, labeling, packaging, testing, and/or corporate operations concerning
24 the Product, and the claims alleged herein was primarily carried out at
25 Defendant's headquarters and facilities.
26
27
28

JURISDICTION AND VENUE

1
2
3 15. This Court has subject jurisdiction over this matter pursuant to 28 U.S.C. §
4 1332 of the Class Action Fairness Act of 2005 because: (1) there are 100 or more
5 putative Class Member, (ii) the aggregate amount in controversy exceeds
6 \$5,000,000.00, exclusive of interest and costs, and (iii) there is minimal diversity
7 because Plaintiff and Defendant are citizens of different states.
8

9
10 16. This Court has supplemental jurisdiction over Plaintiff’ state law claims
11 pursuant to 28 U.S.C. § 1367.

12
13 17. This Court has personal jurisdiction over Defendant because Defendant
14 purposefully availed itself to the laws, rights, and benefits of the State of
15 California. Defendants engaged in activities including (i) directly and/or through
16 its parent companies, affiliates and/or agents providing services throughout (ii)
17 conducting substantial business in this forum; and/or (iii) engaging in other
18 persistent courses of conduct and/or deriving substantial revenue from services
19 provided in California and in this Judicial District.
20
21

22 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because a
23 substantial part of the events or omissions giving rise to the Classes’ claims
24 occurred in this District. The Defendant sells and distributes their Product
25 throughout the United States and in this District. Plaintiff also resides in this
26 District and purchased Defendant’s product while residing in this District.
27
28

1
2
3 **FACTUAL ALLEGATIONS**

4 19. Plaintiff re-alleges and incorporates by reference all the allegations
5 contained in the foregoing paragraphs as if fully set.

6
7 20. Plaintiff Barbara Yim bought a Charmast Power Bank, model W1056 in
8 November of 2022 for personal household use via Amazon.com.

9
10 21. Defendant is a well-established corporation known for its production,
11 distribution, and importation of power bank-related products, including the
12 Product at hand.

13
14 **The Products**

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

16
17 23. Unfortunately, the Product has a risk of the lithium-ion battery in the power
18 bank overheating and igniting, posing fire and burn hazards to consumers.

19 24. In more detail, these products are power banks, as seen below⁴:
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⁴ <https://www.forbes.com/sites/maryroeloffs/2024/12/19/power-bank-chargers-sold-on-amazon-recalled-after-they-melted-caught-fire/> (last accessed on December 26, 2024)



Defendant’s Misrepresentations and Omissions are Actionable

25. Plaintiff bargained for a power bank that was safe to use. Defendant’s 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.

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

1 27. The dangerous fire risk hazard inherent to the Product renders them
2 unmerchantable and unfit for their normal intended use as a safe to use Power
3 Bank.
4

5 28. The Product is not fit for its intended use by humans as they expose
6 consumers to a fire hazard risk.
7

8 29. Plaintiff seeks to recover damages because the Product is adulterated,
9 defective, worthless, and unfit for safe human use due to the fire hazard contained
10 within the Product.
11

12 30. Defendant engaged in fraudulent, unfair, deceptive, misleading, and/or
13 unlawful conduct stemming from its omissions surrounding the risk of fire hazard
14 affecting the Product.
15

16 31. Indeed, no reasonable consumer, including Plaintiff, would have purchased
17 the Product had they known of the material omissions of material facts regarding
18 the possibility of risk of fire hazard.
19

20 32. Plaintiff intended to buy a power bank for normal household use but instead
21 received a product with a defective lithium-ion battery that exposed them to a risk
22 of fire hazard.
23

24 33. Nowhere on the Product's packaging did Defendant disclose that the
25 Product could present a risk of fire hazard to the user.
26
27
28

1 34. If Plaintiff had been aware of the risk of fire hazard in the Product, they
2 would not have purchased the Product or would have paid significantly less.
3

4 35. As a result of Defendant's actions, Plaintiff has incurred damages.

5 **CLASS ACTION ALLEGATIONS**

6
7 36. Plaintiff brings this case as a class action pursuant to Federal Rules of Civil
8 Procedure 23(a), 23(b)(2) and or 23(c)(4), individually, and as the Class
9 representatives on behalf of the following:
10

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

14 37. The Nationwide Class shall collectively be referred to herein as the "Class"
15 or "Class Members".
16

17 38. Plaintiff reserves the right to amend the Class definitions if further
18 investigation and discovery indicate that the Class definitions should be narrowed,
19 expanded, or otherwise modified.
20

21 39. Excluded from the Classes are the following individuals and/or entities:
22 Defendants and Defendants' parents, subsidiaries, affiliates, officers and
23 directors, and any entity in which Defendants have a controlling interest; all
24 individuals who make a timely election to be excluded from this proceeding using
25
26
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28

1 the correct protocol for opting out; and all judges assigned to hear any aspect of
2 this litigation, as well as their immediate family.

3
4 40. This action has been brought and may be maintained as a class action under
5 Federal Rule of Civil Procedure 23.

6
7 41. **Numerosity** – Federal Rule of Civil Procedure 23(a)(1). The Class
8 numbers at least in the thousands of persons. As a result, joinder of all Class
9 members in a single action is impracticable. Class members may be informed of
10 the pendency of this class action through a variety of means, including, but not
11 limited to, direct mail, email, published notice, and website posting.

12
13
14 42. **Existence and Predominance of Common Questions of Law and Fact** –
15 Federal Rules of Civil Procedure 23(a)(2) and 23(b)(3). There are questions of
16 fact and law common to the Classes that predominate over any question affecting
17 only individual members. Those questions, each of which may also be certified
18 under Rule 23(c)(4), include without limitation:
19

- 20
- 21 a. Whether Defendant negligently failed to exercise reasonable care in the
22 formulation, design, manufacturing, promotion, marketing, advertising,
23 packaging, labeling, distribution, and/or sale the Product;
 - 24 b. Whether Defendant sold the defective Product, that were unreasonably
25 dangerous to consumers such as Plaintiff and members of the Class;
 - 26 c. Whether Defendant failed to adequately warn Plaintiff and the Class of
27 the dangers with respect to the defective Product;
 - 28 d. Whether Defendant was negligent for failure to warn;

- 1 e. Whether Plaintiff and the Class suffered Damages as a result of the
2 defective Product;
- 3 f. Whether Defendant was negligent for failure to test;
- 4 g. Whether Defendant’s advertising, merchandising, and promotional
5 materials directed to Plaintiff were deceptive regarding the risks posed
6 by Defendant’s Product;
- 7 h. Whether Defendant made representations regarding the safety of the
8 Product;
- 9 i. Whether Defendant omitted material information regarding the safety of
10 the Product;
- 11 j. Whether Defendant’s Product was merchantable;
- 12 k. Whether Defendant violated the consumer protection statutes invoked
13 herein;
- 14 l. Whether Defendant’s conduct alleged herein was fraudulent; and
- 15 m. Whether Defendant was unjustly enriched by sales of the Products.
16

17
18 43. The questions set forth above predominate over any questions affecting
19 only individual persons concerning sales of Defendant’s Products throughout the
20 United States and a class action is superior with respect to considerations of
21 consistency, economy, efficiency, fairness, and equity to the other available
22 methods for the fair and efficient adjudication of Plaintiff’s claims.
23
24

25
26 44. **Typicality** – Federal Rule of Civil Procedure 23(a)(3). Plaintiff’s claims
27 are typical of those of the Class in that the Class members uniformly purchased
28

1 Defendant's Product and were subjected to Defendant's uniform merchandising
2 materials and representations at the time of purchase.
3

4 **45. Superiority** – Federal Rule of Civil Procedure 23(b)(3). A class action is
5 the appropriate method for the fair and efficient adjudication of this controversy.
6 The presentation of separate incompatible standards of conduct for Defendant,
7 and/or substantially impair or impede the ability of Class members to protect their
8 interests. In addition, it would be impracticable and undesirable for each member
9 of the Classes who suffered an economic loss to bring a separate action. The
10 maintenance of separate actions would place a substantial and unnecessary burden
11 on the courts and could result in inconsistent adjudications, while a single class
12 action can determine, with judicial economy, the rights of all Class members.
13
14
15

16 **46. Adequacy** – Federal Rule of Civil Procedure 23(a)(4). Plaintiff is an
17 adequate representative of the Class because they are members of the Class, and
18 their interests do not conflict with the interests of the Class that they seek to
19 represent. The interests of the members of the Class will be fairly and adequately
20 protected by Plaintiff and undersigned counsel.
21
22

23 **47. Insufficiency of Separate Actions** – Federal Rule of Civil Procedure
24 23(b)(1). Absent a representative class action, members of the Class would
25 continue to suffer the harm described herein, for which they would have no
26 remedy. Even if separate actions could be brought by individual consumers, the
27
28

1 resulting multiplicity of lawsuits would cause undue burden and expense for both
2 the Court and the litigants, as well as create a risk of inconsistent rulings and
3 adjudications that might be dispositive of the interests of similarly situated
4 purchasers, substantially impeding their ability to protect their interests, while
5 establishing incompatible standards of conduct for Defendant. The proposed
6 Class thus satisfy the requirements of Fed. R. Civ. P. 23(b)(1). Counsel is
7 experienced in the litigation of civil matters, including the prosecution of
8 consumer protection class action cases.

9
10
11
12 **48. Declaratory and Injunctive Relief** – Federal Rule of Civil Procedure
13 23(b)(2). Defendant has acted or refused to act on grounds generally applicable to
14 Plaintiff and the other Class Members as described below, with respect to the
15 members of the Class as a whole. Plaintiff seeks to certify Class to enjoin
16 Defendant from selling or otherwise distributing the Product as labeled until such
17 time that Defendant can demonstrate to the Court’s satisfaction that the Product
18 confers the advertised benefits and are otherwise safe to use as intended

19
20
21
22 **49.** Additionally, the Class may be certified under Rule 23(b)(1) and/or (b)(2)
23 because:

- 24
25 a. The prosecution of separate actions by individual members of the Classes
26 would create a risk of inconsistent or varying adjudications with respect
27 to individual members of the Class that would establish incompatible
28 standards of conduct for the Defendant;

- 1 b. The prosecution of separate actions by individual members of the Classes
2 would create a risk of adjudications with respect to them which would,
3 as a practical matter, be dispositive of the interests of other members of
4 the Classes not parties to the adjudications, or substantially impair or
5 impede their ability to protect their interests; and/or
6
7 c. Defendant has acted or refused to act on grounds generally applicable to
8 the Classes, thereby making appropriate final and injunctive relief with
9 respect to the members of the Classes as a whole.

CAUSES OF ACTION

COUNT I

Unjust Enrichment

10 50. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.

11
12 51. Plaintiff, and the other members of the Classes, conferred benefits on
13 Defendant in the form of monies paid to purchase Defendant's defective and
14 worthless Products. These monies were no gifts or donations but were given in
15 exchange for the Products.
16
17

18 52. Defendant voluntarily accepted and retained these benefits.

19
20 53. Because this benefit was obtained unlawfully, namely by selling and
21 accepting compensation for a Product unfit for human use, it would be unjust and
22 inequitable for Defendant to retain the benefit without paying the value thereof.
23

24
25 54. Defendant received benefits in the form of revenues from purchases of the
26 Product to the detriment of Plaintiff, and the other members of the Classes,
27 because Plaintiff, and members of the Classes, purchased mislabeled products that
28

1 were not what Plaintiff and the Classes bargained for and were not safe and
2 effective, as claimed.
3

4 55. Defendant has been unjustly enriched in retaining the revenues derived
5 from the purchases of the Product by Plaintiff and the other members of the
6 Classes. Retention of those monies under these circumstances is unjust and
7 inequitable because Defendant's labeling of the Product was misleading to
8 consumers, which caused injuries to Plaintiff, and members of the Classes,
9 because they would have not purchased the Product had they known the true facts.
10

11 56. Because Defendant's retention of the non-gratuitous benefits conferred on
12 them by Plaintiff and members of the Classes is unjust and inequitable, Defendant
13 must pay restitution to Plaintiff and members of the Classes for its unjust
14 enrichment, as ordered by the Court.
15
16
17

18 **COUNT II**
19 **Breach of Express Warranty**
20 **(On behalf of the Nationwide Class and, alternatively, the Classes)**

21 57. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.
22

23 58. Plaintiff, and each member of the Classes, formed a contract with
24 Defendant at the time they purchased the Product.
25
26
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1 59. The terms of the contract include the promises and affirmations of fact, that
2 the Product was safe to use, made by Defendant on the Product's packaging and
3 through marketing and advertising.
4

5 60. This labeling, marketing, and advertising constitute express warranties and
6 became part of the basis of the bargain and are part of the standardized contract
7 between Plaintiff and the members of the Classes and Defendant.
8

9 61. As set forth above, Defendant purports through its advertising, labeling,
10 marketing, and packaging, to create an express warranty that the Product is safe
11 to use by people of all ages and genders.
12

13 62. Plaintiff and the members of the Classes performed all conditions precedent
14 to Defendant's liability under this contract when they purchased the Product.
15

16 63. Defendant breached express warranties relating to the Product and their
17 qualities because Defendant's Product possessed the capability to harm the
18 consumers at the time of purchase and the Product does not conform to
19 Defendant's affirmations and promises described above.
20
21

22 64. Plaintiff and each of the members of the Classes would not have purchased
23 the Product had they known the true nature of the risk of the Product harming
24 those who used the Product.
25

26 65. As a result of Defendant's breach of warranty, Plaintiff and each Class
27 Member suffered and continues to suffer financial damage and injury, and are
28

1 entitled to all damages, in addition to costs, interest and fees, including attorneys'
2 fees, as allowed by law.
3

4 **COUNT III**
5 **Breach of Implied Warranty**
6 **(On behalf of the Nationwide Class and, alternatively, the Classes)**

7 66. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.
8

9 67. Defendant is engaged in the business of manufacturing, constructing,
10 making, selling, distributing, labeling, advertising, retailing, and/or otherwise
11 placing the Product into the stream of commerce.
12

13 68. The Product is a “good” under the relevant laws, and Defendant knew or
14 had reason to know of the specific use for which the Product, as a good, was
15 purchased.
16

17 69. Defendant’s warranty expressly applies to the purchaser of the Product,
18 creating privity between Defendant, Plaintiff and Class Members.
19

20 70. However, privity is not required because Plaintiff and Class Members are
21 the intended beneficiaries of Defendant’s warranties and its sale through retailers.
22 Defendant’s retailers were not intended to be the ultimate consumers of the
23 Product and have no rights under the warranty agreements. Defendant’s
24 warranties were designed for and intended to benefit the consumer only, including
25 Plaintiff and Class Members.
26
27
28

1 71. Defendant has been provided sufficient notice of its breaches of implied
2 warranties associated with the Product. Defendant was put on constructive notice
3 of its breach through its review of consumer complaints and other reports.
4

5 72. Had Plaintiff, Class Members, and the consuming public known that the
6 Product could cause harm, they would not have purchased the Product or would
7 have paid less for it.
8

9 73. As a direct and proximate result of the foregoing, Plaintiff and Class
10 Members suffered and continue to suffer financial damage and injury, and are
11 entitled to all damages, in addition to costs, interest and fees, including attorneys'
12 fees, as allowed by law.
13
14

15 **COUNT IV**
16 **Breach of Implied Warranty of Merchantability**
17 **(On behalf of the Nationwide Class and, alternatively, the Classes)**
18

19 74. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.

20 75. Defendant is a merchant engaging in the sale of goods to Plaintiff and the
21 Classes.
22

23 76. There was a sale of goods from Defendant to Plaintiff and the Classes.

24 77. As the developer, manufacturer, marketer, distributor, and/or seller of the
25 defective Product, Defendant impliedly warranted to Plaintiff and the Classes that
26 its Product was fit for their intended purpose in that they would be safe for
27
28

1 Plaintiff and the Classes to consume. Contrary to these representations and
2 warranties, the Product is not fit for their ordinary consumption, and did not
3 conform to Defendant's affirmations of fact and promises included with the
4 packaging.
5

6
7 78. The implied warranty of merchantability included with the sale of each
8 Product means that Defendant guaranteed that the Product would be fit for the
9 ordinary purposes for which power banks are used and sold and were not
10 otherwise injurious to consumers. The implied warranty of merchantability is part
11 of the basis for the benefit of the bargain between Defendant, Plaintiff and the
12 Class Members.
13
14

15 79. Defendant breached the implied warranty of merchantability because the
16 Product is not fit for its ordinary purpose of providing reasonably safe for use
17 Power Banks because the Product has a risk of burning the consumer. Therefore,
18 the Product is not fit for its particular purpose.
19

20
21 80. Defendant breached the implied warranty in the contract for the sale of the
22 Product by knowingly selling to Plaintiff and the Classes a product that Defendant
23 knew would expose Plaintiff and the Classes to health risks, thus meaning
24 Defendant knew that the Product was not fit for its intended use as a safe to use
25 Power Bank.
26
27
28

1 81. Defendant was on notice of this breach, as they were made aware of the
2 adverse health effects caused by risk of burning that can result from the use of
3 their Product.
4

5 82. Plaintiff and the Classes did not receive the goods as bargained for because
6 the goods they received were not merchantable as they did not conform to the
7 ordinary standards for goods of the same average grade, quality, and value.
8

9 83. Plaintiff and members of the Classes are the intended beneficiaries of
10 Defendant's implied warranties.
11

12 84. The Products were not altered by Plaintiff or the members of the Classes.
13

14 85. Plaintiff and members of the Classes used the Products in the ordinary way
15 such Power Banks were intended to be used.
16

17 86. The Products were defective when they left the exclusive control of
18 Defendant.
19

20 87. The Products were defectively designed and/or manufactured and unfit for
21 their intended purpose as safe to use Power Banks, and Plaintiff and members of
22 the Classes did not receive the goods that they bargained for.
23

24 88. Plaintiff and members of the Classes purchased the Products that contained
25 the Defect, which was undiscoverable by them at the time of purchase and at any
26 time during the class period.
27
28

1 89. As a result of the defect in the Products, Plaintiff and members of the
2 Classes have suffered damages including, but not limited to, the cost of the
3 defective product, loss of use of the product and other related damage.
4

5 90. Defendant breached the implied warranty of merchantability to the Plaintiff
6 and Class members.
7

8 91. Thus, Defendant's attempt to limit or disclaim the implied warranties in a
9 manner that would exclude coverage of the Defect is unenforceable and void.
10

11 92. Plaintiff and Class members have been damaged by Defendant's breach of
12 the implied warranties.
13

14 93. Plaintiff and Class members have suffered damages in an amount to be
15 determined at trial and are entitled to any incidental, consequential, and other
16 damages and other legal and equitable relief, as well as costs and attorneys' fees,
17 available under law.
18

19 **COUNT V**
20 **Fraudulent Concealment**
21 **(On behalf of the Nationwide Class and, alternatively, the Classes)**
22

23 94. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.

24 95. Defendant aimed to portray the Product as safe for frequent and repeated
25 use and omitted key facts concerning the potential harm from burning due to the
26 overheating of the lithium-ion battery in the Products.
27
28

1 96. Defendant, acting through its representatives or agents, delivered the
2 Product to its distributors and through other channels to consumers, including
3 the Plaintiff and Class Members.
4

5 97. Defendant, as the owner, manufacturer, marketer, and seller of the
6 Products, had a duty to disclose because of Defendant's exclusive and/or superior
7 knowledge concerning the Products. Defendant owed Plaintiff and Class
8 Members a duty to disclose because the risks associated with the defective
9 products were known and/or accessible exclusively to Defendant, who had
10 superior knowledge of the facts; because the facts would be material to
11 consumers; because the Defendant actively concealed or understated them;
12 because the Defendant intended for consumers to rely on the omissions in
13 question; and because Defendant made partial representations concerning the
14 same subject matter as the omitted facts. Furthermore, because the Product
15 poses an unreasonable risk of substantial bodily injury, Defendant was under a
16 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 98. Defendant willfully and knowingly omitted material information regarding
24 the quality and safety of the Products as discussed herein. Defendant
25 countenanced these material omissions to boost or maintain sales of the Product,
26 and to create a false assurance that prolonged loyalty to Defendant's 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 99. During this time, Plaintiff, and members of the Classes, were using the
8 Products without knowing the Products could harm them due to the defect in the
9 battery.
10

11 100. Defendant failed to discharge its duty to disclose these materials facts.

12 101. Although Defendant had a duty to ensure the accuracy of the
13 information regarding the Products because such information was within the
14 exclusive knowledge of Defendant and because the information pertains to
15 serious health issues, Defendant failed to satisfy its duty.
16
17

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

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

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

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

7
8 105. Plaintiff and the Class Members have suffered damages in an amount to be
9 determined at trial that, among other things, refunds the amount Plaintiff and the
10 Class Members paid for the Product, awards medical monitoring expenses, costs,
11 interest and attorneys' fees.

12
13
14 **COUNT VI**

15 **Strict Liability- Failure to Warn**
16 **(On behalf of the Nationwide Class and, alternatively, the Classes)**

17 106. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.

18
19 107. Defendant had a duty to warn Plaintiff and the Class members regarding
20 the Defect, that being the risk of harming consumers due to a fire hazard, within
21 the Product.

22
23 108. Defendant, which is 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

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

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

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

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

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

19 114. Plaintiff and members of the Classes 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

23 115. This Defect proximately caused Plaintiff and Class members' damages.
24

25 116. The Plaintiff and Class members have suffered damages in an amount to be
26 determined at trial and are entitled to any incidental, consequential, and other
27
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)**

7 117. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.

8 118. The design and formulation of the Product was defective and unreasonably
9 dangerous.

10 119. The risk of fire hazard contained within the Product creates unreasonable
11 danger.

12 120. The design and formulation of the Product rendered it not reasonably fit,
13 suitable, or safe for their intended purpose.

14 121. The risk of fire hazard contained within the Product outweighed the
15 benefits and rendered the Product unreasonably dangerous.

16 122. Defendant's Products were defective because the design and formulation
17 of the Products included a defect which could create a risk of fire hazard. After
18 Defendant knew or should have known of the risk of fire hazard found in the
19 Product, Defendant continued to promote the Product as safe and effective to the
20 Plaintiff, Class Members, and public.

21 123. There are other Power Banks that do not pose the risk of fire hazard,
22 meaning that there were other means of production available to Defendant.
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1 124. The Product is unreasonably unsafe, and the Product should not have been
2 sold in the market.

3
4 125. The Product did not perform as an ordinary consumer would expect.

5 126. The Defendant's negligent design/formulation of the Product is the
6 proximate cause of damages to the Plaintiff and the Class members.
7

8 127. Plaintiff and Class members have suffered damages in an amount to be
9 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 VIII**
15 **Negligent Failure to Warn**
16 **(On behalf of the Nationwide Class and, alternatively, the Classes)**

17 128. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.

18 129. Defendant owed Plaintiff and Class members a duty of care and to warn of
19 any risks associated with the Product.

20 130. Defendant knew or should have known of the defect but failed to warn
21 Plaintiff and Members of the Classes.
22

23 131. Plaintiff had no way of knowing of the Product's latent defect.

24 132. Defendant's failure to warn caused Plaintiff and Class members economic
25 damages and injuries in the form of lost value due to risk of fire hazard.
26
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1 133. Plaintiff and Class members have suffered damages in an amount to be
2 determined at trial and are entitled to any incidental, consequential, and other
3 damages and other legal and equitable relief, as well as cost and attorneys' fees,
4 available under law.
5

6
7 **COUNT IX**
8 **Negligent Design & Formulation Defect**
9 **(On behalf of the Nationwide Class and, alternatively, the Classes)**

10 134. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.

11 135. Defendant owed Plaintiff and the Classes a duty to design and formulate
12 the Product in a reasonable manner.

13 136. The design and formulation of the Products was defective and unreasonably
14 dangerous, causing exposure to a material with harmful effects. Thus, the Product
15 is now worthless.
16

17 137. The design and formulation of the Product caused them to not be fit,
18 suitable, or safe for their intended purpose. The dangers of the Product
19 outweighed the benefits and rendered the product unreasonably dangerous.
20

21 138. There are other power banks that do not expose the consumers to a risk of
22 fire hazard.
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1 139. The risk/benefit profile of the Product was unreasonable, and the Product
2 should have had stronger and clearer warnings or should not have been sold in the
3 market.
4

5 140. The Defendant's negligent design/formulation of the Product was the
6 proximate cause of damages to the Plaintiff and the Class members.
7

8 141. Plaintiff and Class members have suffered damages in an amount to be
9 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**

15 **Negligence**

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

17 142. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.

18 143. Defendant owed a duty to consumers to produce a product that was safe for
19 its intended use.
20

21 144. Defendant breached this duty by producing a product that was dangerous
22 for its intended use. Defendant knew or should have known that defective Power
23 Banks would cause injuries once exposed to humans and thus be worthless as
24 safe-to-use Products.
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1 145. As a direct result of this breach, Plaintiff suffered injury in that Plaintiff has
2 been deprived of their benefit of the bargain. Plaintiff's injuries were caused in
3 fact by Defendant's breach. But for Defendant's negligent manufacture and
4 improper oversight, Plaintiff would not have been injured.
5

6 146. Further, Plaintiff's injuries were proximately caused by Defendant's
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

11 147. Plaintiff and Class members have suffered damages in an amount to be
12 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 **COUNT XI**

19 **VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW (UCL)**

20
21 **(Business and Professions Code § 17000)**

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

23 148. Plaintiff incorporates paragraphs 1-49 as if fully set forth herein.
24

25 149. The California Unfair Competition Law (UCL) defines unfair competition
26 as "any unlawful, unfair, or fraudulent business practice" and prohibits
27 "deceptive, unfair, misleading or untrue advertising."
28

1 150. Defendant's conduct alleged herein includes deceptive acts and practices
2 and unfair competition in violation of the UCL.
3

4 151. Plaintiff and the Proposed Class seek monetary damages against Defendant,
5 enjoining them from deceptively marketing, promoting, and describing the
6 recalled Power Banks. There is no adequate remedy at law.
7

8 152. Defendant failed to disclose that the Power Banks could overheat and
9 constituted a fire hazard. Defendant induced Plaintiff and the Proposed Class to
10 purchase Defendant's recalled Power Banks because had they known of the
11 Defect, Plaintiff would not have bought the Power Banks. Defendant made the
12 false and/or misleading statements and omissions willfully, wantonly, and with
13 reckless disregard for the truth.
14
15

16 153. The Power Banks were unsafe and worthless and thus, Plaintiff and the
17 Proposed Class have incurred damages.
18

19 154. Defendant advertised the Power Banks as safe, which induced consumers,
20 including Plaintiff and the Proposed Class Members, to buy Defendant's Power
21 Banks.
22

23 155. Defendant's deceptive and misleading practices are in violation of the
24 California Unfair Competition Law and thus, Plaintiff and the Proposed Class
25 have incurred damages.
26
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1 156. Plaintiff and Class Members have suffered damages in an amount to be
2 determined at trial and are entitled to any incidental, consequential, punitive, and
3 other damages and other legal and equitable relief, as well as cost and attorneys'
4 fees, available under law.
5

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, individually and on behalf of the other members
9 of the Classes, alleged herein, respectfully requests that the Court enter judgment
10 in his favor and against Defendant as follows:
11

- 12 a. For an order certifying the Classes under Rule 23 of the Federal Rules of
13 Civil Procedure and naming Plaintiff as the representative for the Classes
14 and Plaintiff's attorney as Class Counsel;
- 15 b. For an order declaring the Defendant's conduct violates the causes of action
16 referenced herein;
- 17 c. For an order finding in favor of Plaintiff and the Classes on all counts
18 asserted herein;
- 19 d. For compensatory, statutory, and punitive damages in amounts to be
20 determined by the Court and/or jury;
- 21 e. For prejudgment interest on all amounts awarded;
- 22 f. For an order of restitution and all other forms of equitable monetary relief;
- 23 g. For injunctive relief as pleaded or as the Court may deem proper; and
- 24 h. For an order awarding Plaintiff and the Classes their reasonable attorneys'
25 fees and expenses and costs of suit.
- 26 i. Such other relief as this Court deems just and proper.
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Dated: February 28, 2025

Respectfully submitted,

/s/ John C. Bohren
YANNI LAW APC
John C. Bohren (California State
Bar No. 295292)
yanni@bohrenlaw.com
145 South Spring Street, Suite 850
Los Angeles, CA 90012
Telephone: (619) 433-2803
Fax: (800) 867-6779

AND

**POULIN | WILLEY |
ANASTOPOULO, LLC**
Paul J. Doolittle (*Pro Hac Vice*
Forthcoming)
paul.doolittle@poulinwilley.com
Seth C. Little (*Pro Hac Vice*
Forthcoming)
cmad@poulinwilley.com
32 Ann Street
Charleston, SC 29403
Telephone: (803) 222-2222
Fax: (843) 494-5536

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CIVIL COVER SHEET

This civil cover sheet does not replace or supplement the filing and service of pleadings or other papers. The information on this form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket. Instructions are on the reverse of this form.

I. PLAINTIFF(S)

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

County of Residence of First Listed Plaintiff: SAN MATEO COUNTY

Attorney or Pro Se Litigant Information (Firm Name, Address, and Telephone Number)

YANNI LAW APC
John C. Bohren (California State Bar No. 295292) yanni@bohrenlaw.com
145 South Spring Street, Suite 850, Los Angeles, CA 90012

DEFENDANT(S)

SHENZHEN CHARMASST TECHNOLOGY CO., LTD.

County of Residence of First Listed Defendant:
Use ONLY in cases where United States is plaintiff.

Defendant's Attorney's Name and Contact Information (if known)

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

- U.S. Government Plaintiff Federal Question (U.S. Government Not a Party)
U.S. Government Defendant Diversity

III. CAUSE OF ACTION

Cite the U.S. Statute under which you are filing: (Use jurisdictional statutes only for diversity)
28 U.S.C. § 1332
Brief description of case: Class Action for Product Liability

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

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes checkboxes for various legal categories like Insurance, Personal Injury, Labor, etc.

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

- Original Proceeding
Removed from State Court
Remanded from Appellate Court
Reinstated or Reopened
Transferred from Another District
Multidistrict Litigation—Transfer
Multidistrict Litigation—Direct File

VI. FOR DIVERSITY CASES ONLY: CITIZENSHIP OF PRINCIPAL PARTIES

Table for Plaintiff and Defendant citizenship: Citizen of California, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In California, Incorporated and Principal Place of Business In Another State, Foreign Nation.

VII. REQUESTED IN COMPLAINT

- Check if the complaint contains a jury demand.
Check if the complaint contains a monetary demand. Amount: 5,000,000.00
Check if the complaint seeks class action status under Fed. R. Civ. P. 23.
Check if the complaint seeks a nationwide injunction or Administrative Procedure Act vacatur.

VIII. RELATED CASE(S) OR MDL CASE

Provide case name(s), number(s), and presiding judge(s).

IX. DIVISIONAL ASSIGNMENT pursuant to Civil Local Rule 3-2

(Place an "X" in One Box Only)
[X] SAN FRANCISCO/OAKLAND [] SAN JOSE [] EUREKA-MCKINLEYVILLE

DATE 02/28/2025 SIGNATURE OF ATTORNEY OR PRO SE LITIGANT /s/ John C. Bohren

COMPLETING THE CIVIL COVER SHEET

Complete the form as follows:

- I. Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.
- Attorney/Pro Se Litigant Information.** Enter the firm name, address, telephone number, and email for attorney of record or pro se litigant. If there are several individuals, list them on an attachment.
- II. Jurisdiction.** Under Federal Rule of Civil Procedure 8(a), pleadings must establish the basis of jurisdiction. If multiple bases for jurisdiction apply, prioritize them in the order listed:
- (1) *United States plaintiff.* Jurisdiction based on 28 U.S.C. §§ 1345 and 1348 for suits filed by the United States, its agencies or officers.
 - (2) *United States defendant.* Applies when the United States, its agencies, or officers are defendants.
 - (3) *Federal question.* Select this option when jurisdiction is based on 28 U.S.C. § 1331 for cases involving the U.S. Constitution, its amendments, federal laws, or treaties (but use choices 1 or 2 if the United States is a party).
 - (4) *Diversity of citizenship.* Select this option when jurisdiction is based on 28 U.S.C. § 1332 for cases between citizens of different states and complete Section VI to specify the parties’ citizenship. Note: Federal question jurisdiction takes precedence over diversity jurisdiction.
- III. Cause of Action.** Enter the statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless jurisdiction is based on diversity. Example: U.S. Civil Statute: 47 U.S.C. § 553. Brief Description: Unauthorized reception of cable service.
- IV. Nature of Suit.** Check one of the boxes. If the case fits more than one nature of suit, select the most definitive or predominant.
- V. Origin.** Check one of the boxes:
- (1) *Original Proceedings.* Cases originating in the United States district courts.
 - (2) *Removed from State Court.* Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C. § 1441. When the petition for removal is granted, check this box.
 - (3) *Remanded from Appellate Court.* Check this box for cases remanded to the district court for further action, using the date of remand as the filing date.
 - (4) *Reinstated or Reopened.* Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) *Transferred from Another District.* Check this box for cases transferred under Title 28 U.S.C. § 1404(a). Do not use this for within-district transfers or multidistrict litigation (MDL) transfers.
 - (6) *Multidistrict Litigation Transfer.* Check this box when a multidistrict (MDL) case is transferred into the district under authority of Title 28 U.S.C. § 1407.
 - (7) *Multidistrict Litigation Direct File.* Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket.
- VI. Residence (citizenship) of Principal Parties.** Mark for each principal party *only* if jurisdiction is based on diversity of citizenship.
- VII. Requested in Complaint.**
- (1) *Jury demand.* Check this box if plaintiff’s complaint demanded a jury trial.
 - (2) *Monetary demand.* For cases demanding monetary relief, check this box and enter the actual dollar amount being demanded.
 - (3) *Class action.* Check this box if plaintiff is filing a class action under Federal Rule of Civil Procedure 23.
 - (4) *Nationwide injunction.* Check this box if plaintiff is seeking a nationwide injunction or nationwide vacatur pursuant to the Administrative Procedures Act.
- VIII. Related Cases.** If there are related pending case(s), provide the case name(s) and number(s) and the name(s) of the presiding judge(s). If a short-form MDL complaint is being filed, furnish the MDL case name and number.
- IX. Divisional Assignment.** Identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.” Note that case assignment is made without regard for division in the following case types: Property Rights (Patent, Trademark and Copyright), Prisoner Petitions, Securities Class Actions, Anti-Trust, Bankruptcy, Social Security, and Tax.