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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.

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

11           8.       Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) because  
12 Amazon is headquartered and resides in this District. Venue is further appropriate in this district  
13 pursuant to the forum selection clause in Amazon’s online “conditions of use,” which are  
14 available when a consumer signs up for an Amazon account and makes purchases. As of May 3,  
15 2021, the conditions provide that “[a]ny dispute or claim relating in any way to your use of any  
16 Amazon Service will be adjudicated in the state or Federal courts in King County, Washington,  
17 and you consent to exclusive jurisdiction and venue in these courts.”

### 18 **III. PARTIES**

#### 19 **A. Plaintiffs**

20           9.       Plaintiff CRAIG CROSBY resides in Camarillo, California. During the Class  
21 period, Mr. Crosby purchased deceptive individual 18650 lithium-ion battery cells and products  
22 containing intentionally deceptive 18650 lithium-ion battery cells from Amazon.com as the  
23 direct seller after May 3, 2021, the date Amazon dropped its arbitration requirement in its  
24 Conditions of Use. At the time of purchase, Amazon’s statements and omissions had the capacity  
25 to deceive a substantial portion of the purchasing public. The products were found to have lower  
26

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,

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