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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

PETER KING

Plaintiff,

vs.

AMAZON.COM, INC, a Delaware corporation

Defendant.

Case No. 2:17-cv-2154

COMPLAINT FOR:

- (1) TRADEMARK INFRINGEMENT;**
 - (2) COMMON LAW FRAUD;**
 - (3) NEGLIGENT MISREPRESENTATION**
- DEMAND FOR JURY TRIAL**

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COMPLAINT

1 Plaintiff, Peter King (hereinafter “Mr. King”), by and through his attorneys, brings the following
2 complaint against Defendant, Amazon.com, Inc. (hereinafter “Amazon”), and alleges as follows:

NATURE OF THE ACTION

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4 1. This action arises out of Amazon’s sale of counterfeit textbooks to Mr. King, who then, relying on
5 Amazon’s fraudulent representation that the textbooks were not counterfeit, resold the textbooks to various third
6 parties.

PARTIES

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8 2. Mr. King is an individual, residing in Malibu, California. Mr. King is engaged in textbook resale,
9 and, at all relevant times, is a domicile of California.

10 3. On information and belief, Amazon.com, Inc. is a Delaware Corporation that does business in
11 this Judicial District, and maintains an Internet web presence at www.amazon.com. Specifically, all of the
12 wrongful acts committed by Amazon and alleged herein occurred in this judicial district.

JURISDICTION AND VENUE

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14 4. This Court maintains subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 in
15 that this action involves questions of federal law pursuant to 28 U.S.C. § 1338(a) and 1338(b) involving federal
16 claims for trademark infringement.

17 5. This Court maintains supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. §
18 1367(a).

19 6. Venue is proper in this district pursuant to 28 U.S.C. §1391(b)(2) because a substantial part of the
20 events giving rise to this action have occurred in this District.

21 7. The Court has personal jurisdiction over Defendant because Amazon does business in this
22 District. In addition, upon information and belief, Amazon has sufficient minimum contacts with this District
23 under the standards set for in *International Shoe Co. v. Washington*, 326 U.S. 310 (1945).

FACTUAL BACKGROUND

24
25 8. On February 13, 2105, Mr. King 141 copies of *Principles of Macroeconomics*, ISBN 9781285165912
26 (hereinafter the “textbooks”), by Mankiw directly from Amazon.com at a price of \$100 each for a total of \$14,100.

27 9. This purchase was made on the Amazon.com marketplace.
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1 10. Amazon sold the purchased textbooks on behalf of a third party under the fulfilled by Amazon
2 program.

3 11. All of Mr. King's payments were made to Amazon, all of the purchased textbooks were shipped
4 from Amazon Fulfillment Centers, and were delivered in boxes bearing the Amazon trademarks and other
5 Amazon marketing collateral.

6 12. Importantly, Mr. King purchased all of the textbooks directly from Amazon.

7 13. Soon after making this purchase from Amazon, Mr. King resold the textbooks to two third parties,
8 namely MBS and STERLING.

9 14. Mr. King subsequently received a threatening letter by lawyers representing the publishers of the
10 book, claiming that the books sold to these third parties by Mr. King were counterfeit.

11 15. Immediately after receiving this threatening letter from the publishers, Mr. King sought to obtain
12 a refund from Amazon for the amount spent on purchasing the counterfeit material from Amazon.

13 16. Initially, Amazon agreed to refund Mr. King the funds used to purchase the textbooks.

14 17. Later, however, Amazon took the position, without any apparent factual support, that the
15 textbooks were not counterfeit, and, accordingly, rescinded their offer to refund the funds to Mr. King.

16 18. Thereafter, Mr. King incurred substantial costs and expenses in addressing and defending
17 himself against the claims brought by the publishers against him for purchasing these counterfeit textbooks from
18 Amazon.

19 19. On these facts, Mr. King materially and justifiably relied upon Amazon's representations that it
20 was offering for sale authentic and legitimate copies of Principles of Macroeconomics.

21 20. As a result, of this justifiable reliance, Mr. King incurred significant costs, including attorneys'
22 fees and other economic damage.

23 21. Additionally, as a result of Amazon's representations and advertising, Mr. King suffered injury
24 to commercial interest in reputation and/or sales.

25 22. Mr. King's injuries flow directly from the deception wrought by Amazon's representations and
26 advertising.

27 23. Mr. King, unfortunately, is not the only individual to encounter the sale of counterfeit goods off
28 Amazon.com, where Amazon placed said goods on their website, stored said goods in their facilities, and
"fulfilled" these orders using their Amazon Fulfillment Centers as reports of similar instances of Amazon's
conduct have been repeatedly addressed through various news outlets.

1 24. As a policy issue, individuals and corporations alike purchase goods through Amazon, for resale,
2 and then are sued by copyright holders without any form of redress from Amazon.

3 **COUNT I**

4 **Trademark Infringement**
5 **(15 U.S.C. § 1125(a)(1)(B))**

6 25. Plaintiff realleges paragraphs 9 through 24 above as paragraph 25 of Count I.

7 26. At all relevant times, Amazon made false and/or misleading statements as to the authenticity of
8 the textbooks to Mr. King.

9 27. Amazon actually deceived Mr. King by advertising that the textbooks were authentic. Mr. King
10 purchased the textbooks by relying upon Amazon’s representations that they were authentic.

11 29. Amazon’s deception was material in that Mr. King would not have purchased the textbooks if he
12 did not believe the textbooks to be authentic. In other words, Amazon’s false advertisement influenced Mr. King’s
13 decision to purchase the books.

14 30. At all relevant times, the counterfeit textbooks traveled in interstate commerce as the textbooks
15 traveled from various Amazon’s warehouses located in the State of Kentucky and the State of Nevada to Mr. King
16 in the State of California

17 31. Accordingly, Plaintiff maintains standing to sue under the Lanham Act, 15 U.S.C. § 1125(a)(1)(B)
18 as Mr. King has suffered an injury to commercial interest in reputation and/or sales.

19 32. This injury flows directly from the deception wrought by Amazon’s representations and
20 advertising.

21 **COUNT II**

22 **Common Law Fraud**

23 33. Plaintiff realleges paragraphs 9 through 25 above as paragraph 33 of Count I.

24 34. Amazon made a false statement of material of fact by representing to Mr. King and the public
25 that the copies of Principles of Macroeconomics it sold to Mr. King were not counterfeit.

26 35. Amazon knew or should have known that the copies of Principles of Macroeconomics were
27 counterfeit.

28 36. Amazon made the false statement with the intent to induce, and in fact induced Plaintiff, to
purchase the textbooks from Amazon.

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37. As a result of Mr. King’s reliance upon Amazon’s false statements, Mr. King sustained damages.

COUNT III

Negligent Misrepresentation

38. Plaintiff realleges paragraphs 9 through 25 above as paragraph 38 of Count II.

39. Amazon made a false statement representation as to past and existing facts by representing to Mr. King and the public that the copies of Principles of Macroeconomics it sold to Mr. King were not counterfeit.

40. Upon information and belief, Amazon had no reasonable grounds for believing this to be true as Amazon neglected to conduct any type of inspection, and, when informed of the counterfeit nature of the textbooks, stated that the textbooks were not counterfeit absent any proof or evidence of authenticity.

41. Amazon made the false statement with the intent to induce Mr. King to rely on this statement, and in fact induced Mr. King to purchase the textbooks.

42. Mr. King believed Amazon’s misrepresentation that the textbooks were not counterfeit, and reasonably relied on this misrepresentation when he then sold the textbooks as a third party reseller.


43. As a result of Mr. King’s reliance upon Amazon’s false statements, Mr. King sustained damages.

PRAYER FOR RELIEF

WHEREFORE, Mr. King seeks entry of relief as follows:

1. Damages and/or restitution according to proof at trial, including exemplary damages where authorized by statute;
2. An Order requiring Defendant to pay Mr. King such damages as Mr. King has sustained as a consequence of the Defendant’s unlawful acts alleged above, including actual damages and/or statutory damages;
3. For prejudgment interest at the applicable rate;
4. Punitive damages;
5. For attorneys’ fees costs and costs of suit;
6. For such other and further relief the Court deems proper.

DATED: March 17, 2017



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