

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Index No.

Date Purchased: 9/19/2024

FRED MAMOUN, as Father and Natural Guardian for
the infant MM, and FRED MAMOUN, Individually,

Plaintiffs,

-against-

AMAZON.COM, INC. a/k/a AMAZON.COM
SERVICES, INC. d/b/a AMAZON.COM and
AMAZON MARKETPLACE

Defendants.

SUMMONS

Plaintiff designates NEW YORK
County as place of trial,
based on address of a party.

To the above named Defendant(s):

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorney(s) within **twenty** days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

NOTICE OF ELECTRONIC FILING

(See Rider, attached)

Dated: New York, New York
September 19, 2024

JAROSLAWICZ & JAROS PLLC
Attorneys for Plaintiff
225 Broadway, 24th Floor
New York, New York 10007
(212) 227-2780

By: 
Michael Levine

Defendant(s) address(es):

Amazon.com, Inc.
7 West 34th Street
New York, New York 10001

410 Terry Avenue, N.
Seattle, Washington 98109

Rider to Summons

**NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)**

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts e-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

- **If you are represented by an attorney:**
Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" [below]).
- **If you are not represented by an attorney:**
You will be served with all documents [on] paper and you must serve and file your documents [on] paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the Internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

- serving and file your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or [to obtain] more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

**Information for Attorneys
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

- 1) immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile ; or
- 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov). EFM-1 (6/6/18)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY NEW YORK

-----X
FRED MAMOUN, as Father and Natural Guardian for
the infant MM, and FRED MAMOUN, Individually,

Index No.

Plaintiffs,

VERIFIED COMPLAINT

-against-

AMAZON.COM, INC. a/k/a AMAZON.COM SERVICES,
INC. d/b/a AMAZON.COM and AMAZON
MARKETPLACE

Defendants.

-----X

Plaintiffs, by their attorneys, Jaroslawicz & Jaros PLLC complaining of the defendants,
upon information and belief, alleges as follows:

THE PARTIES

1. At all times hereinafter mentioned, plaintiff FRED MAMOUN is the Father and
Natural Guardian of the infant MM and both are residents of the State of New York.

2. At all times hereinafter mentioned, defendant AMAZON.COM, INC. a/k/a
AMAZON.COM SERVICES INC. d/b/a AMAZON.COM was and is a foreign C Corporation
with its principal place of business located at 410 Terry Avenue N., Seattle, Washington 98109
with a New York City office located at 7 West 34th Street, New York, New York.

3. At all times hereinafter mentioned, defendant AMAZON MARKETPLACE was
and is a foreign C Corporation with its principal place of business located at 410 Terry Avenue N.,
Seattle, Washington 98109 with a New York City office located at 7 West 34th Street, New York,
New York.

4. At all times hereinafter mentioned, the Amazon defendants operated an online
marketplace for consumers at: **amazon.com**, that includes listings for consumer products, as that

term is defined at Section 3(a)(5) of the Consumer Product Safety Act and 15 U.S.C. §2052(a)(5).
See, In the Matter of Amazon.com, Inc., Docket no. 21-2. Complaint issued by the United States of America Consumer Product Safety Commission

5. Though the website amazon.com, the Amazon defendants offer an e-commerce marketplace in which Amazon and its users can connect with consumers via the internet, expanding sales opportunities beyond traditional brick-and-mortar and direct retail sales channels.
Id. at ¶8.

6. At all times hereinafter mentioned, the Amazon defendants were in the business of marketing, promoting, selling, distributing, delivering and otherwise placing into the stream of commerce, “hundreds of millions of unique products,” including but not limited to the *High Power Blue Pointer* in the State of New York and elsewhere (“Laser” “Product”) purchased by the infant plaintiff. Amazon.com Inc. Annual Report (Form 10-K) 3, (2/21/21)

7. According to Amazon’s product listing for the Product purchased by infant plaintiff, the Product was allegedly manufactured and/or sold under the alleged brand “cofeymera” with no further meaningful identification. **Exhibit A**, Amazon listing.

8. According to Amazon’s order tracking details for the Product purchased by infant plaintiff, the Product was allegedly sold by “weisen-shop” an Amazon seller with no meaningful identification.

9. On its website Amazon touted the Product as suitable for “Hiking Indoor Outdoor Camping” use. **Exhibit A**, Amazon listing.

10. Upon information and belief, Amazon’s marketing of the Product is deceptive and intentionally misleads consumers in order to lure consumers into believing the Product is safe and without risk, which it is neither.

11. Upon information and belief, there was nothing written on the Product box or any accompanying literature or on Amazon's website to warn consumers that the Product is dangerous, unfit for the purpose intended, and can burn a user's eye causing a macular hole, scarring and other harm.

12. Amazon's website instructs customers to "contact the seller directly for warranty information for this product ... you may also be able to find warranty information on the manufacturer's website."

13. Upon information and belief, this instruction is meaningless for the Product in question as there is no website and no manufacturer identified by anything on the Product packaging.

14. Upon information and belief, defendant Amazon's purported "A to Z Claims Process for Property Damage and Personal Injury" ("Claims Process") is illusory. **Exhibit B.**

15. The Claims Process, which Amazon promotes as "quick and efficient" conspicuously excludes any payments for non-economic damages, attorneys' fees, punitive damages and other losses.

16. Consumers such as the plaintiffs are not knowingly dealing with unidentified companies, they are reading and relying upon marketing language on Amazon's website, ordering the products from Amazon, paying Amazon and relying on Amazon's integrity that the Product is safe and suitable for use. **Exhibit A.**

17. Upon information and belief, whatever secret relationships exist between Amazon and sellers who sell and distribute dangerous products through the Amazon website, should not inure to defendant's benefit or worse, immunize Amazon from liability under consumer protection, product liability, breach of warranty and negligence laws in the United States.

18. Defendant Amazon is in the best position to be aware that products sold on their website, including the *High Power Blue Pointer* at issue herein, injure consumers while Amazon profits from promoting and selling the Product.

19. Upon information and belief, Amazon knew or should have known through the Product's customer reviews and otherwise that the Product caused injury and harm, yet defendant Amazon continued to market, sell and distribute the Product for profit.

20. Upon information and belief, Amazon did not perform any testing on the Product prior to marketing, promoting, selling and distributing it to plaintiff.

21. One of Amazon's strategies has been to "expand aggressively into multiple business lines" *Amazon's Antitrust Paradox*, 126 Yale L.J. 710 citing Amazon.com, Inc., Annual Report (Form 10-K) 4 (January 28, 2016)

22. In addition to being a retailer, Amazon is a marketing platform, for which it gets paid handsomely and without which plaintiff would not have been aware of the Product and would not have purchased the Product. *Id.*

23. Sellers sell their wares through Amazon Marketplace where they list their goods on Amazon's platform. Amazon earns "... fixed fees, a percentage of sales, per-unit activity fees, interest, or some combination thereof for [their] seller programs" collecting fees ranging from 6% to 50% of their sales from them. Amazon.com Inc. Annual Report (Form 10-K) 3, (2/21/21) and *Amazon's Antitrust Paradox*, 126 Yale L.J. 710, citing Angus Loten & dam Janofsky, Sellers Need Amazon, but at What Cost?, WALL ST. J. (Jan. 14, 2015, 6:30 PM).

24. Amazon's ability to be on notice that a product sold on their website is injuring people would be mere child's play, and in fact Amazon was fully aware of the Product's dangers and yet continued to sell it.

25. Amazon readily admits in its Annual Report that it is subject to product liability claims when people are harmed by the products sold and/or manufactured by Amazon:

Some of the products we sell or manufacture expose us to product liability or food safety claims relating to personal injury or illness, death, or environmental or property damage, and can require product recalls or other actions. Third parties who sell products using our services and stores also expose us to product liability claims. Although we maintain liability insurance, we cannot be certain that our coverage will be adequate for liabilities actually incurred or that insurance will continue to be available to us on economically reasonable terms, or at all. Although we impose contractual terms on sellers that are intended to prohibit sales of certain type of products, we may not be able to detect, enforce, or collect sufficient damages for breaches of such agreements. In addition, some of our agreements with our vendors and sellers do not indemnify us from product liability. [emphasis added]

Amazon.com, Inc. Annual Report (Form 10-K) 14, (2/21/21).

26. If Amazon “may not be able to detect, enforce, or collect sufficient damages” then how is an ordinary consumer such as the plaintiff supposed to be compensated for damages sustained from a defective product sold by Amazon allegedly made in China?

THE UNDERLYING FACTS

27. On or about April 4, 2022, and prior thereto, the Product was touted to the infant plaintiff for sale on defendant Amazon’s website amazon.com. **Exhibit A.**

28. On or about April 4, 2022, the infant plaintiff ordered the Product from defendant Amazon’s website without being required to demonstrate proof of age.

29. The infant plaintiff paid Amazon.com a/k/a Amazon Marketplace the sum of \$62.99 plus shipping and tax, using a combination of an Amazon gift card and a MasterCard to purchase the Product.

30. The infant plaintiff reasonably believed that he was purchasing the Product from defendant Amazon as the seller because he ordered it from their website and paid them for the Product.

31. Said product was subsequently delivered to the infant plaintiff by Amazon.

32. After charging the batteries provided with the Product, on or about May 20, 2022, the infant plaintiff used the Product in accordance with the purported packaging instructions and/or in a manner that could have and should have been anticipated by the defendant.

33. The infant plaintiff followed all instructions on the Product packaging and labels.

34. The infant plaintiff used the Product in a foreseeable and predictable manner.

35. After pushing the Product's "on" button to activate the blue laser, the laser inadvertently passed across the infant plaintiff's left eye causing immediate pain and impairment to his vision out of his left eye.

36. The infant plaintiff's condition began to deteriorate and he was required to seek and undergo extensive medical treatment.

37. While the infant plaintiff was making use of the Product as aforesaid in a manner intended, foreseeable and anticipated by the defendant, the Product burned a hole in plaintiff's left eye causing him to require extensive medical treatment including surgery, and to suffer severe and permanent personal injuries.

AS AND FOR A FIRST CAUSE OF ACTION AS AGAINST DEFENDANTS

38. The *High Power Blue Pointer* was defectively designed, manufactured, fabricated, tested, labeled, inspected, marketed, distributed, monitored, promoted, and sold by defendant.

39. The Product was defective and unreasonably dangerous when the defendant placed it into the stream of commerce because it was advertised to be safe and instead burned a hole in the infant plaintiff's left eye leaving him with permanent vision loss/damage when used as intended.

40. Upon information and belief, despite due notice and actual knowledge of the defective Product and the imminent risk of harm said defect posed to consumers, defendant purposefully concealed said defect, refused/failed to notify consumers, failed to recall the Product and continued to market, sell and distribute the defective Product to consumers including but not limited to infant plaintiff.

41. Upon information and belief, notwithstanding the foregoing due notice, defendant intentionally concealed such information, failed to provide adequate warnings or instructions concerning the product and continued to consistently market the Product.

42. The defects in the Product were a proximate cause of the damages suffered by the infant plaintiff.

43. As a result of the defendant's negligent, willful, wanton, malicious, and reckless conduct, while using the Product as intended and/or anticipated, the infant plaintiff was caused to suffer severe and permanent personal injuries, including, but not limited to, blunt ocular trauma to his left eye resulting in a traumatic full thickness macular hole that necessitated surgical repair and resulted in permanent vision loss and impairment; laser burn to left eye; blurred and hazy vision; blind spots; difficulty focusing eyes and reading; decreased night vision; sensitivity to light; cataracts; likely to require future surgical procedures including cataract surgery; required medical care and attention and will require such treatment in the future; required assistance with activities of daily living; possible traumatic brain injury; extreme pain and suffering; mental anguish and

distress; depression; anxiety; and the infant plaintiff has been otherwise damaged, all of which damages are permanent in nature and continuing into the future.

44. By reason of the foregoing, the plaintiffs are entitled to recover all of their damages from the defendant.

45. The conduct of defendant was so willful, wanton, malicious, reckless and in such disregard for the consequences as to reveal a conscious indifference to the clear risk of death or serious bodily injury and merits the imposition of punitive damages in addition to actual damages.

AS AND FOR A SECOND CAUSE OF ACTION AS AGAINST DEFENDANTS

46. Plaintiffs repeat, reiterate and reallege each of the foregoing allegations with the same force and effect as if more fully set forth at length herein.

47. The defendants warranted and represented, both expressly and impliedly, that the *High Power Blue Pointer* was reasonably safe, fit for its intended purpose and reasonably foreseeable use and of merchantable quality. See, UCC §2-314 and 2-315.

48. Plaintiffs relied upon the skill and judgment of the defendant seller and upon the aforesaid warranties and representations and expected that the Product was reasonably safe and fit for the purpose for which it was intended.

49. The defendant's representations and warranties were false and misleading and were breached because the Product was defective, hazardous, dangerous, not reasonably safe, not fit for its intended or reasonably foreseeable uses, not of merchantable quality, and did not meet the expectations of consumers, including plaintiffs.

50. That, in fact, the Product was not fit for the purpose for which it was intended; the Product was defective and not properly formulated; it was not properly prepared; used improper

and inferior materials; was of inferior quality; was not properly inspected prior to being manufactured or sold; failed to contain proper and adequate warnings.

51. Thus, the defendant breached their express and implied warranties.

52. The defendant's breaches were a proximate cause of the damages suffered by the plaintiff as set forth above.

53. By reason of the foregoing, plaintiffs are entitled to recover all of their damages from the defendant.

54. The conduct of defendant was so willful, wanton, malicious, reckless and in such disregard for the consequences as to reveal a conscious indifference to the clear risk of death or serious bodily injury and merits the imposition of punitive damages in addition to actual damages.

AS AND FOR A THIRD CAUSE OF ACTION AS AGAINST DEFENDANTS

55. Plaintiffs repeat, reiterate and reallege each of the foregoing allegations with the same force and effect as if more fully set forth at length herein.

56. The defendants negligently designed, maintained, and/or controlled their website in that their website allowed for the sale of age restricted products, and specifically the subject *High Power Blue Pointer*, to minors, and in particular the infant plaintiff herein, in violation of the New York City Administrative Code §10-134.2 thus constituting negligence per se.

57. The defendant's conduct was a proximate cause of the damages suffered by the plaintiff as set forth above.

58. By reason of the foregoing, plaintiffs are entitled to recover all of their damages from the defendant.

59. The conduct of defendant was so willful, wanton, malicious, reckless and in such disregard for the consequences as to reveal a conscious indifference to the clear risk of death or serious bodily injury and merits the imposition of punitive damages in addition to actual damages.

AS AND FOR A FOURTH CAUSE OF ACTION AS AGAINST DEFENDANTS

60. Plaintiffs repeat, reiterate and reallege each of the foregoing allegations with the same force and effect as if more fully set forth at length herein.

61. The defendant were reckless, careless and negligent in designing, manufacturing, assembling, testing, labeling, inspecting, marketing, distributing, monitoring, promoting, and selling an inherently dangerous and hazardous Product to the public, and to the infant plaintiff in particular; in marketing and selling a Product which burned a hole in the infant plaintiff's eye; in falsely advertising the purported benefits of the Product; in failing to warn the public, and the infant plaintiff in particular, and adequately convey the risks of the Product; in conveying false benefits of the Product; in deceptively and falsely advertising, promoting and stating that Product was safe to mislead consumers without disclosing or warning of any potential risks; in launching a force or instrument of harm; in allowing infants, including the infant plaintiff herein, to purchase age restricted items in violation of applicable laws, rules, regulations and prevailing case law including, but not limited to, New York City Administrative Code §10-134.2 thus constituting negligence per se; in failing to have age verification requirements, systems and checkpoints in place so as to prevent infants from purchasing age restricted items thereby violating good and accepted practices; in failing to equip the Product with necessary and adequate safety guard(s) or device(s); in failing to provide adequate, necessary and proper instructions with the Product; in violating all applicable statutes, rules and regulations; in failing to remove the Product from

defendant's website despite actual knowledge of its dangers; in marketing and selling a defective product despite being on actual notice of its dangers; and defendant was otherwise, reckless, careless and negligent.

62. Upon information and belief, the defendants were aware of the defects and dangers caused by the Product through numerous other incidents, public message board postings, customer complaints, reports and other sources but negligently failed to take the appropriate steps to redesign or remove the Product from Amazon's website and defendants nevertheless continued to market and sell the Product even after being put on notice of serious injuries resulting from use of the Product.

63. The defendant failed to warn that the Product was of inferior quality, dangerous and could cause serious harm; created a dangerous condition; and failed to recall or remove the Product from its website even after, upon information and belief, receiving numerous reports and complaints about the Product's dangers and of persons being injured due to the Product.

64. The defendant's negligence was a proximate cause of the damages suffered by the infant plaintiff as set forth above.

65. By reason of the foregoing, plaintiffs are entitled to recover all of their damages from the defendant.

66. The conduct of defendant was so willful, wanton, malicious, reckless and in such disregard for the consequences as to reveal a conscious indifference to the clear risk of death or serious bodily injury and merits the imposition of punitive damages in addition to actual damages.

AS AND FOR A FIFTH CAUSE OF ACTION AS AGAINST DEFENDANTS

67. At all times hereinafter mentioned, the plaintiff FRED MAMOUN was the father and natural guardian of the infant plaintiff MM, and as such was entitled to his child's society, support and services.

68. That by reason of the defendants' negligence as aforesaid, the plaintiff was deprived of the society, support and services of his child, was required to expend funds for medical, hospital and related care and was required to nurse and care for his child.

69. By reason of the foregoing, defendants are jointly and severally liable pursuant to the exceptions set forth in the CPLR.

70. By reason of the foregoing, plaintiff is entitled to recover all of his damages from the defendants.

WHEREFORE, plaintiffs demand judgment against the defendant, to recover for all of their damages, including punitive damages, all together with the costs and disbursements of this action.

Dated: September 19, 2024

JAROSLAWICZ & JAROS PLLC
Attorneys for Plaintiff



MICHAEL LEVINE
225 Broadway, 24th Floor
New York, New York 10007
(212) 227-2780

VERIFICATION

MICHAEL LEVINE, ESQ., an associate of the firm of JAROSLAWICZ & JAROS PLLC, attorneys for the plaintiff(s) in the within action, duly admitted to practice in the Courts of the State of New York, affirms the following statements to be true under the penalties of perjury, pursuant to Rule 2016 of the CPLR:

That he has read the foregoing **Complaint** and knows the contents thereof; that the same is true to his own knowledge except as to those matters therein stated to be alleged upon information and belief, and that as to those matters, he believes them to be true.

Affiant further states that the source of his information and the grounds of his belief are derived from the file maintained in the normal course of business of the attorneys for the plaintiff(s).

Affiant further states that the reason this affirmation is not made by the plaintiff(s) is that at the time this document was being prepared, the plaintiff(s) was (were) not within the County of New York, which is the County where the attorney for the plaintiff(s) herein maintains his office.

Dated: September 19, 2024


MICHAEL LEVINE



Exhibit A

Hello Select your address All

Hello, Sign in Account & Lists Returns & Orders 0

All Best Sellers Amazon Basics New Releases Customer Service Today's Deals Prime Support women-owned small businesses

Help & Customer Service

- All Help Topics
- A-to-z Guarantee**
 - Request an A-to-z Guarantee Refund
 - A-to-z Claim Time Frames
 - Cancel a Request for A-to-z Guarantee Refund
 - Appeal a Denied A-to-z Guarantee Refund
 - A-to-z Guarantee
 - Amazon Marketplace Guarantee and Refund (Chargeback) from Credit Card Companies
 - A-to-z Claims Process Terms and Conditions
 - A-to-z Claims Process for Property Damage and Personal Injury**

- #### Quick solutions
- Your Orders**
Track or cancel orders
 - Returns & Refunds**
Exchange or return items
 - Manage Prime**
Cancel or view benefits
 - Payment Settings**
Add or edit payment methods
 - Carrier Info**
Shipping carrier information
 - Account Settings**
Change email or password

Find more solutions

Ordering > Ordering From Third-Party Sellers > A-to-z Guarantee >

A-to-z Claims Process for Property Damage and Personal Injury

The A-to-z Claims Process for Property Damage and Personal Injury supports customers in the rare instance where a defective product sold through Amazon.com causes property damage or personal injury - including products sold by Amazon or by one of our third-party selling partners.

To request compensation for property damage or personal injury that you believe was caused by a defective product purchased on Amazon, contact us. Once you file a claim, we'll work with you directly or through our external claims administrator to collect information, investigate the claim, and attempt to facilitate a resolution with you, and if necessary our selling partner and their insurance providers. Keep in mind that you will be asked to provide evidence to support your claim.

If you choose to request compensation under the A-to-z Claims Process, you must do so within 90 days after the incident occurs. We reserve the right to determine the amount, if any, to offer you to resolve your claim, and we may reject claims that we believe are unsubstantiated, frivolous, or abusive, or claims that are not covered by the A-to-z Claims Process.

Note: For information about our A-to-z Guarantee for timely delivery and condition of products sold and fulfilled by a third-party seller, see A-to-z Guarantee.

All claims are subject to the A-to-z Claims Process Terms & Conditions.

Was this information helpful?

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Make Money with Us

- Sell products on Amazon
- Sell apps on Amazon
- Become an Affiliate
- Become a Delivery Driver
- Start a package delivery business

Amazon Payment Products

- Amazon Rewards Visa Signature Cards
- Amazon Store Card
- Amazon Secured Card
- Amazon Business Card
- Amazon Business Line of Credit
- Shop with Points
- Credit Card Marketplace

Let Us Help You

- Amazon and COVID-19
- Your Account
- Your Orders
- Shipping Rates & Policies
- Amazon Prime

Exhibit B

Hello Select your address All

Hello, Sign in Account & Lists Returns & Orders 0

All Best Sellers Amazon Basics New Releases Customer Service Today's Deals Prime Support women-owned small businesses

Help & Customer Service

- All Help Topics
- A-to-z Guarantee**
 - Request an A-to-z Guarantee Refund
 - A-to-z Claim Time Frames
 - Cancel a Request for A-to-z Guarantee Refund
 - Appeal a Denied A-to-z Guarantee Refund
 - A-to-z Guarantee
 - Amazon Marketplace Guarantee and Refund (Chargeback) from Credit Card Companies
 - A-to-z Claims Process Terms and Conditions**
 - A-to-z Claims Process for Property Damage and Personal Injury

- #### Quick solutions
- Your Orders**
Track or cancel orders
 - Returns & Refunds**
Exchange or return items
 - Manage Prime**
Cancel or view benefits
 - Payment Settings**
Add or edit payment methods
 - Carrier Info**
Shipping carrier information
 - Account Settings**
Change email or password

Find more solutions

Ordering > Ordering From Third-Party Sellers > A-to-z Guarantee >

A-to-z Claims Process Terms and Conditions

Last Updated August 10, 2021

By making a claim for compensation for property damage or personal injury under the A-to-z Claims Process, you agree to the following Terms and Conditions. Please read them carefully.

- As a convenience to you (our customers), Amazon offers a quick and efficient process for attempting to resolve requests for compensation for personal injury and property damage caused by defective products purchased through Amazon.com (the "A-to-z Claims Process" or "Process"). The Process is not insurance or a warranty, and it does not replace any applicable insurance or warranty that may be available to you. The Process does not guarantee payment of any amount, and Amazon reserves the right to reject any request made through this process. By offering this Process, we are not waiving any other rights or assuming any other obligations than those expressly stated in these terms.
- The A-to-z Claims Process applies only to physical products you have purchased through Amazon.com, regardless of who sells those products. It does not cover digital items, payments for services, stored value instruments, or products sold through other stores by parties who might otherwise be affiliated with Amazon.
- Any offers of compensation made through the A-to-z Claims Process will be limited to (a) the purchase price of the product; and (b) compensation of up to \$1 million for medical expenses, lost wages, and property damage proximately caused by a defective product. Amazon will not offer to compensate you for non-economic damages, business losses, consequential and incidental damages, attorney fees, punitive damages, or other losses.
- You are not obligated to make claims through the A-to-z Claims Process. If you choose to make a claim through the A-to-z Claims Process, you must do so within 90 days after the incident giving rise to your claim occurs. If you choose not to make a claim or miss this deadline, neither you nor Amazon waives any rights or defenses relating to any claims you might have.
- If you do make a claim through the A-to-z Claims Process, you agree you will not file a claim in an alternative forum (like a court or arbitration) until we have a chance to notify you of a decision on your claim. Claims made under the A-to-z Claims Process are usually resolved within 90 days. You may withdraw a claim made under this Process at any time by giving us notice in writing, with your claim identification number, at a-to-z-claim-withdrawal@amazon.com.
- In order to file a complete claim, you will provide enough information to allow us to investigate your claim. If you are filing a claim for personal injury or property damage, you will need to provide evidence of your loss, like insurance records, photographs, repair bills, wage records, or medical bills. We may ask you for more information in order to complete your claim. By making a claim, you authorize us or our agents to contact any third parties who may have knowledge of your claim to inquire about your claim, including your medical providers, your insurers, or any witnesses to the event. You also authorize us to share information about your claim with parties necessary to investigate your claim, including the seller, their insurer, and our insurer. For more information about how Amazon handles your personal information, please see our Privacy Notice.
- Amazon and its agents reserve the right to determine the amount, if any, to offer you to attempt resolve a claim made through the A-to-z Claims Process. We will act in good faith to offer you fair compensation. We may involve the seller in our determination and we may use independent sources like insurance industry schedules. We may reject claims that

we believe are unsubstantiated, frivolous, or abusive. We may reject claims if you do not respond to our requests for information or if the information you provide is inaccurate. We may reject claims if there is not sufficient evidence that the product was defective or if the defect did not cause the damage claimed by the customer. We may reject claims that we believe would be better suited to resolution in court. If we reject a claim for any reason, neither you nor Amazon waives any rights or defenses relating to any claims you might have.

- 8. You are under no obligation to accept our offer to resolve your claim, but if you do accept it you agree that the claim is settled and finally resolved as to Amazon and the seller who sold you the product. To the extent allowable by law, you will also assign your claim to us so that we can pursue recovery from other sources in our discretion. You may be required to sign a release and assignment form.
- 9. If you have already received compensation from another source such as the seller or manufacturer, you will not be eligible for recovery through the A-to-z Claims Process.
- 10. Any claims you make through the A-to-z Claims Process will be subject to the Amazon Conditions of Use, including its choice of law and dispute resolution provisions. In the event of a conflict between the Amazon Conditions of Use and these Terms and Conditions, the Terms and Conditions will govern.

Was this information helpful?

Yes No

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Make Money with Us

- Sell products on Amazon
- Sell apps on Amazon
- Become an Affiliate
- Become a Delivery Driver
- Start a package delivery business
- Advertise Your Products
- Self-Publish with Us
- Host an Amazon Hub
- See More Ways to Make Money

Amazon Payment Products

- Amazon Rewards Visa Signature Cards
- Amazon.com Store Card
- Amazon Secured Card
- Amazon Business Card
- Amazon Business Line of Credit
- Shop with Points
- Credit Card Marketplace
- Reload Your Balance
- Amazon Currency Converter

Let Us Help You

- Amazon and COVID-19
- Your Account
- Your Orders
- Shipping Rates & Policies
- Amazon Prime
- Returns & Replacements
- Manage Your Content and Devices
- Amazon Assistant
- Help

English United States

Amazon Music
Stream millions of songs

Amazon Advertising
Find, attract, and engage customers

Amazon Drive
Cloud storage from Amazon

6pm
Score deals on fashion brands

AbeBooks
Books, art & collectibles

ACX
Audiobook Publishing Made Easy

Alexa
Actionable Analytics for the Web

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Start a Selling Account

Amazon Business
Everything For Your Business

Amazon Fresh
Fresh Groceries & More Right To Your Door

AmazonGlobal
Ship Orders Internationally

Home Services
Experienced Pros Happiness Guarantee

Amazon Ignite
Sell your original Digital Educational Resources

Amazon Web Services
Scalable Cloud Computing Services

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A-to-z Guarantee

The A-to-z Guarantee protects you when you buy items sold and fulfilled by a third-party seller. It covers both the timely delivery and condition of your items. If you're not happy with either and can't resolve the issue directly with the seller, you can make a claim directly to Amazon and our team will decide if you're eligible for a refund.

You may be eligible to request an A-to-z Guarantee refund in the following cases:

- Your item hasn't arrived three days after the latest estimated delivery date.
- Your item hasn't arrived, but tracking says it was delivered.
- The item you received was damaged, defective, materially different, or you changed your mind and you returned it in line with Our Return Policies. However, if you haven't been refunded or the amount refunded was wrong. You must do the following:
 - Request a return within the return period offered in Our Return Policies (or before the end of the extended return period for orders placed during the Christmas period).
 - Return the item with tracked shipping. Your return must be postmarked within 14 days after you've arranged the return with the seller.

The refund amount you're entitled to is included below.

Reason for return	Product cost	Original shipping cost	Return shipping cost
Item was damaged, defective, or materially different from what you ordered	Yes	Yes	Yes
Any other reason (restocking fees may be deducted from the total refund)	Yes	Yes	No
Any other reason (if Clothing, Shoes, Jewelry & Watches)	Yes	Yes	Yes (if in line with return policies on Free Returns on Fashion Items)

- The seller agreed to issue a refund or replace the item and you haven't received the refund, the amount refunded was wrong, or the replacement item wasn't sent.
- You weren't satisfied with the quality of the eligible services performed by the third-party seller.
- You wanted to return an item that you bought from a seller but any of the following occurred:
 - The seller didn't provide a return address in the U.S.
 - The seller didn't provide a prepaid return label.

- The seller didn't offer a full refund of the item without requesting the return of the item.
- You were charged extra (e.g, by customs authorities for a shipment sent internationally) in addition to the purchase price and any shipping costs you paid, and the seller didn't cover those costs.
- You've waited no longer than 90 days from the Estimated Delivery Date to file your claim.

Note:

- We may ask you to first contact the seller and wait up to 48 hours to allow the seller to respond and offer a resolution before you can request an A-to-z Guarantee refund directly from Amazon. To check your eligibility, go to Request an A-to-z Guarantee Refund.
- You have 90 days after the maximum estimated delivery date to request an A-to-z Guarantee refund.
- If you request a refund or chargeback from your payment provider (for e.g., your bank or credit card company), you're not eligible for a refund through Amazon's A-to-z Guarantee.
- The A-to-z Guarantee doesn't cover digital items, services, stored value instruments, or Spot Buys.
- The A-to-z Guarantee covering timely delivery and condition of your items only applies when you buy items sold and fulfilled by a third-party seller. For items sold by Amazon Global Store and for Marketplace items delivered using Prime, contact us. For items bought on third-party sites using Amazon Pay, go to Amazon Pay help.
- For A-to-z Guarantee claims covering property damage or personal injury due to a defective product sold in our store, see A-to-z Guarantee claims for Property Damage and Personal Injury.

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- Amazon Assistant
- Help

English United States

VERIFICATION

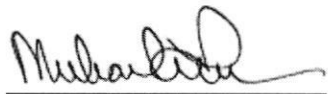
MICHAEL LEVINE, ESQ., an associate of the firm of JAROSLAWICZ & JAROS PLLC, attorneys for the plaintiff(s) in the within action, duly admitted to practice in the Courts of the State of New York, affirms the following statements to be true under the penalties of perjury, pursuant to Rule 2016 of the CPLR:

That he has read the foregoing **Complaint** and knows the contents thereof; that the same is true to his own knowledge except as to those matters therein stated to be alleged upon information and belief, and that as to those matters, he believes them to be true.

Affiant further states that the source of his information and the grounds of his belief are derived from the file maintained in the normal course of business of the attorneys for the plaintiff(s).

Affiant further states that the reason this affirmation is not made by the plaintiff(s) is that at the time this document was being prepared, the plaintiff(s) was (were) not within the County of New York, which is the County where the attorney for the plaintiff(s) herein maintains his office.

Dated: September 19, 2024


MICHAEL LEVINE

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A-to-z Claims Process for Property Damage and Personal Injury

The A-to-z Claims Process for Property Damage and Personal Injury supports customers in the rare instance where a defective product sold through Amazon.com causes property damage or personal injury - including products sold by Amazon or by one of our third-party selling partners.

To request compensation for property damage or personal injury that you believe was caused by a defective product purchased on Amazon, contact us. Once you file a claim, we'll work with you directly or through our external claims administrator to collect information, investigate the claim, and attempt to facilitate a resolution with you, and if necessary our selling partner and their insurance providers. Keep in mind that you will be asked to provide evidence to support your claim.

If you choose to request compensation under the A-to-z Claims Process, you must do so within 90 days after the incident occurs. We reserve the right to determine the amount, if any, to offer you to resolve your claim, and we may reject claims that we believe are unsubstantiated, frivolous, or abusive, or claims that are not covered by the A-to-z Claims Process.

Note: For information about our A-to-z Guarantee for timely delivery and condition of products sold and fulfilled by a third-party seller, see A-to-z Guarantee.

All claims are subject to the A-to-z Claims Process Terms & Conditions.

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Exhibit B

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A-to-z Claims Process Terms and Conditions

Last Updated August 10, 2021

By making a claim for compensation for property damage or personal injury under the A-to-z Claims Process, you agree to the following Terms and Conditions. Please read them carefully.

1. As a convenience to you (our customers), Amazon offers a quick and efficient process for attempting to resolve requests for compensation for personal injury and property damage caused by defective products purchased through Amazon.com (the "A-to-z Claims Process" or "Process"). The Process is not insurance or a warranty, and it does not replace any applicable insurance or warranty that may be available to you. The Process does not guarantee payment of any amount, and Amazon reserves the right to reject any request made through this process. By offering this Process, we are not waiving any other rights or assuming any other obligations than those expressly stated in these terms.
2. The A-to-z Claims Process applies only to physical products you have purchased through Amazon.com, regardless of who sells those products. It does not cover digital items, payments for services, stored value instruments, or products sold through other stores by parties who might otherwise be affiliated with Amazon.
3. Any offers of compensation made through the A-to-z Claims Process will be limited to (a) the purchase price of the product; and (b) compensation of up to \$1 million for medical expenses, lost wages, and property damage proximately caused by a defective product. Amazon will not offer to compensate you for non-economic damages, business losses, consequential and incidental damages, attorney fees, punitive damages, or other losses.
4. You are not obligated to make claims through the A-to-z Claims Process. If you choose to make a claim through the A-to-z Claims Process, you must do so within 90 days after the incident giving rise to your claim occurs. If you choose not to make a claim or miss this deadline, neither you nor Amazon waives any rights or defenses relating to any claims you might have.
5. If you do make a claim through the A-to-z Claims Process, you agree you will not file a claim in an alternative forum (like a court or arbitration) until we have a chance to notify you of a decision on your claim. Claims made under the A-to-z Claims Process are usually resolved within 90 days. You may withdraw a claim made under this Process at any time by giving us notice in writing, with your claim identification number, at a-to-z-claim-withdrawal@amazon.com.
6. In order to file a complete claim, you will provide enough information to allow us to investigate your claim. If you are filing a claim for personal injury or property damage, you will need to provide evidence of your loss, like insurance records, photographs, repair bills, wage records, or medical bills. We may ask you for more information in order to complete your claim. By making a claim, you authorize us or our agents to contact any third parties who may have knowledge of your claim to inquire about your claim, including your medical providers, your insurers, or any witnesses to the event. You also authorize us to share information about your claim with parties necessary to investigate your claim, including the seller, their insurer, and our insurer. For more information about how Amazon handles your personal information, please see our Privacy Notice.
7. Amazon and its agents reserve the right to determine the amount, if any, to offer you to attempt resolve a claim made through the A-to-z Claims Process. We will act in good faith to offer you fair compensation. We may involve the seller in our determination and we may use independent sources like insurance industry schedules. We may reject claims that

we believe are unsubstantiated, frivolous, or abusive. We may reject claims if you do not respond to our requests for information or if the information you provide is inaccurate. We may reject claims if there is not sufficient evidence that the product was defective or if the defect did not cause the damage claimed by the customer. We may reject claims that we believe would be better suited to resolution in court. If we reject a claim for any reason, neither you nor Amazon waives any rights or defenses relating to any claims you might have.

- 8. You are under no obligation to accept our offer to resolve your claim, but if you do accept it you agree that the claim is settled and finally resolved as to Amazon and the seller who sold you the product. To the extent allowable by law, you will also assign your claim to us so that we can pursue recovery from other sources in our discretion. You may be required to sign a release and assignment form.
- 9. If you have already received compensation from another source such as the seller or manufacturer, you will not be eligible for recovery through the A-to-z Claims Process.
- 10. Any claims you make through the A-to-z Claims Process will be subject to the Amazon Conditions of Use, including its choice of law and dispute resolution provisions. In the event of a conflict between the Amazon Conditions of Use and these Terms and Conditions, the Terms and Conditions will govern.

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Amazon Music Stream millions of songs

Amazon Advertising Find, attract, and engage customers

Amazon Drive Cloud storage from Amazon

6pm Score deals on fashion brands

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 1. Request a return within the return period offered in Our Return Policies (or before the end of the extended return period for orders placed during the Christmas period).
 2. Return the item with tracked shipping. Your return must be postmarked within 14 days after you've arranged the return with the seller.

The refund amount you're entitled to is included below.

Reason for return	Product cost	Original shipping cost	Return shipping cost
Item was damaged, defective, or materially different from what you ordered	Yes	Yes	Yes
Any other reason (restocking fees may be deducted from the total refund)	Yes	Yes	No
Any other reason (if Clothing, Shoes, Jewelry & Watches)	Yes	Yes	Yes (if in line with return policies on Free Returns on Fashion Items)

- The seller agreed to issue a refund or replace the item and you haven't received the refund, the amount refunded was wrong, or the replacement item wasn't sent.
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