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SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

BHASKAR GOKARN MISHRA, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

COSTCO WHOLESALE CORPORATION, a
Washington Corporation,

Defendant.

Case No.:

**CLASS ACTION COMPLAINT FOR
DAMAGES**

1 Plaintiff BHASKAR GOKARN MISHRA (“Plaintiff”), by and through Plaintiff’s
2 undersigned attorneys and on behalf of Plaintiff and all others similarly situated is informed and
3 believes, and thereon alleges as follows:

4 **NATURE OF THE ACTION**

5 1. This is a class action pursuant to Wash. Super. Ct. Civ. R. 23 against Defendant
6 Costco Wholesale Corporation, a Washington Corporation (“Costco” or “Defendant”) for
7 violations of Washington’s Telephone Buyers’ Protection Act, RCW §§ 19.130.010, *et seq.*
8 (“TBPA”), and Washinton’s Consumer Protection Act, RCW §§ 19.86.010, *et seq.* (“CPA”).

9 2. Defendant sells iPhone brand cell phone products (the “Products” or “iPhones”).
10 The packaging for the Products, as well as Defendant’s website, omits certain disclosures that are
11 required under Washinton’s TBPA, including, the person responsible for the repair of the
12 equipment, standard repair charges, and the terms of the warranty for the Products. *See* RCW §
13 19.130.020.

14 3. Defendant’s non-disclosures mislead consumers and are a *per se* violation of
15 Washington’s CPA. *See* RCW § 19.130.060.

16 4. Plaintiff, who purchased an iPhone from Costco in Washington, was deceived by
17 Defendant’s unlawful conduct and brings this action on his own behalf and on behalf of
18 Washington consumers to remedy Defendant’s unlawful acts.

19 **JURISDICTION & VENUE**

20 5. This Court has jurisdiction over this action to recover money damages pursuant to
21 RCW 2.08.010.

22 6. This Court has jurisdiction over Plaintiff’s and Class Members’ claims under RCW
23 §§ 19,130,010 and 19.86.010.

24 7. Venue is proper in King County, pursuant to RCW 4.12.025(1)(a)-(c), (3)(b),
25 because Defendant resides in this county.
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THE PARTIES

8. Plaintiff is, and at all relevant times, was an individual domiciled in the State of Washington and a citizen of the State of Washington. Plaintiff purchased an iPhone 14 Pro Max from Costco.

9. Defendant Costco Wholesale Corporation is a Washington Corporation that at all relevant times maintains its principal place of business at 999 Lake Drive, Issaquah, Washington 98027. At all times during the class period, Defendant was a seller of the Products.

CLASS ALLEGATIONS

10. Plaintiff brings this action on behalf of Plaintiff, and all others similarly situated as a class action pursuant to CR 23. The Class Plaintiff seeks to represent are defined as follows and referred to as the “Class” or “Class Members”:

All persons who purchased the Products from Costco for personal use in Washington within the applicable statute of limitations until the date class notice is disseminated. (“Class Period”).

11. Excluded from the class are: (i) Defendant and its officers, directors, and employees; (ii) any person who files a valid and timely request for exclusion; (iii) judicial officers and their immediate family members and associated court staff assigned to the case; (iv) individuals who received a full refund of the Products from Defendant.

12. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to propose or eliminate subclasses, in response to facts learned through discovery, legal arguments advanced by Defendant, or otherwise.

13. The Class is appropriate for certification because Plaintiff can prove the elements of the claims on a classwide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

14. Class Members are so numerous that joinder of all members is impracticable. Plaintiff believes that there are thousands of consumers who are Class Members described above

1 who have been damaged by Defendant's deceptive and misleading practices.

2 15. Plaintiff is a member of the Class that Plaintiff seeks to represent. Plaintiff's claims
3 are typical of the claims of each Class Member in that every member of the Class was susceptible
4 to the same deceptive, misleading conduct and purchased the Products. Plaintiff is entitled to relief
5 under the same causes of action as the other Class Members.

6 16. Plaintiff is an adequate Class representative because Plaintiff's interests do not
7 conflict with the interests of the Class Members Plaintiff seeks to represent; the consumer fraud
8 claims are common to all other members of the Class, and Plaintiff has a strong interest in
9 vindicating the rights of the class; Plaintiff has retained counsel competent and experienced in
10 complex class action litigation and Plaintiff intends to vigorously prosecute this action. Plaintiff
11 has no interests which conflict with those of the Class. The Class Members' interests will be fairly
12 and adequately protected by Plaintiff and proposed Class Counsel. Defendant has acted in a
13 manner generally applicable to the Class, making relief appropriate with respect to Plaintiff and
14 the Class Members. The prosecution of separate actions by individual Class Members would create
15 a risk of inconsistent and varying adjudications

16 17. There is a well-defined community of interest in the common questions of law and
17 fact affecting all Class Members. The questions of law and fact common to the Class Members
18 which predominate over any questions which may affect individual Class Members include, but
19 are not limited to:

- 20 a. Whether Defendant is responsible for the conduct alleged herein
21 which was uniformly directed at all consumers who purchased the
22 Products;
23 b. Whether Defendant's misconduct set forth in this Complaint
24 demonstrates that Defendant engaged in unfair, fraudulent, or
25 unlawful business practices with respect to the advertising,
26 marketing, and sale of the Products;
27

- c. Whether Defendant made omissions concerning the Products that were likely to deceive the public;
- d. Whether Plaintiff and the Class are entitled to injunctive relief; and
- e. Whether Plaintiff and the Class are entitled to money damages and/or restitution under the same causes of action as the other Class Members.

18. The Class is properly brought and should be maintained as a class action because a class action is superior to traditional litigation of this controversy. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy because:

- a. The joinder of hundreds of individual Class Members is impracticable, cumbersome, unduly burdensome, and a waste of judicial and/or litigation resources;
- b. The individual claims of the Class Members may be relatively modest compared with the expense of litigating the claim, thereby making it impracticable, unduly burdensome, and expensive to justify individual actions;
- c. When Defendant's liability has been adjudicated, all Class Members' claims can be determined by the Court and administered efficiently in a manner far less burdensome and expensive than if it were attempted through filing, discovery, and trial of all individual cases;
- d. This class action will promote orderly, efficient, expeditious, and appropriate adjudication and administration of Class claims;
- e. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action;
- f. This class action will assure uniformity of decisions among Class Members;
- g. The Class is readily definable and prosecution of this action as a class action will eliminate the possibility of repetitious litigation; and

h. Class Members' interests in individually controlling the prosecution of separate actions is outweighed by their interest in efficient resolution by single class action.

19. Additionally or in the alternative, the Class also may be certified because Defendant has acted or refused to act on grounds generally applicable to the Class thereby making final declaratory and/or injunctive relief with respect to the members of the Class as a whole, appropriate.

20. Plaintiff seeks preliminary and permanent injunctive and equitable relief on behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent Defendant from engaging in the acts described, and to require Defendant to provide full restitution to Plaintiff and the Class members.

21. Unless the Class is certified, Defendant will retain monies that were taken from Plaintiff and Class members as a result of Defendant's wrongful conduct. Unless a classwide injunction is issued, Defendant will continue to commit the violations alleged and the members of the Class and the general public will continue to be misled

FACTUAL AND LEGAL ALLEGATIONS

WASHINGTON'S TELEPHONE BUYERS' PROTECTION ACT

22. Enacted in 1984, Washington Senate Bill 4560 added a new chapter to Title 19 of the Revised Code of Washington, also known as the "Telephone Buyers' Protection Act," relating to presale disclosures about telecommunications equipment. The purpose of the statute is as follows:

The legislature finds that the federal deregulation of the telephone industry provides telephone users with the opportunity to purchase and use telephone and other telecommunications equipment suited to their needs. The legislature finds that competitive markets function optimally when potential buyers have adequate information about the capabilities and reliability of the equipment offered for sale. The legislature further finds that disclosure of certain product information will benefit both buyers and sellers of telephone and other telecommunications equipment and is in the public interest.

RCW § 19.130.010.

23. The TBPA requires sellers of telephone equipment to “clearly disclose prior to sale” certain information as follows:

Any person offering for sale or selling new or reconditioned telephone handsets or keysets, private branch exchanges, or private automatic branch exchanges of not more than a twenty-station capacity, shall clearly disclose prior to sale by methods which may include posting of notice or printing on the equipment package the following:

- (1) Whether the equipment uses pulse, tone, pulse-or-tone, or other signaling methods, and a general description of the services that can be accessed through the equipment;
- (2) Whether the equipment is registered with the federal communications commission under the applicable federal regulations;
- (3) The person responsible for repair of the equipment;
- (4) Standard repair charges, if any; and
- (5) The terms of any written warranty offered with the equipment.

RCW § 19.130.020.

24. A violation of the TBPA is a *per se* violation of the CPA. *See* RCW § 19.130.060 (“Violation of this chapter constitutes a violation of chapter 19.86 RCW, the consumer protection act.”).

25. The TBPA provides for presumed statutory damages as follows: “It shall be presumed that damages to the consumer are equal to the purchase price of any telephone equipment sold in violation of this chapter up to one hundred dollars. Additional damages must be proved.” *See* RCW § 19.130.060.

26. Passage of the TBPA was sponsored by the Washington Public Interest Group (“WashPIRG”). Part of WashPIRG’s testimony noted that “WashPIRG strongly advocates passing legislation mandating disclosure of information in the sale of telephone equipment and providing

remedies to enforce its practice.”¹

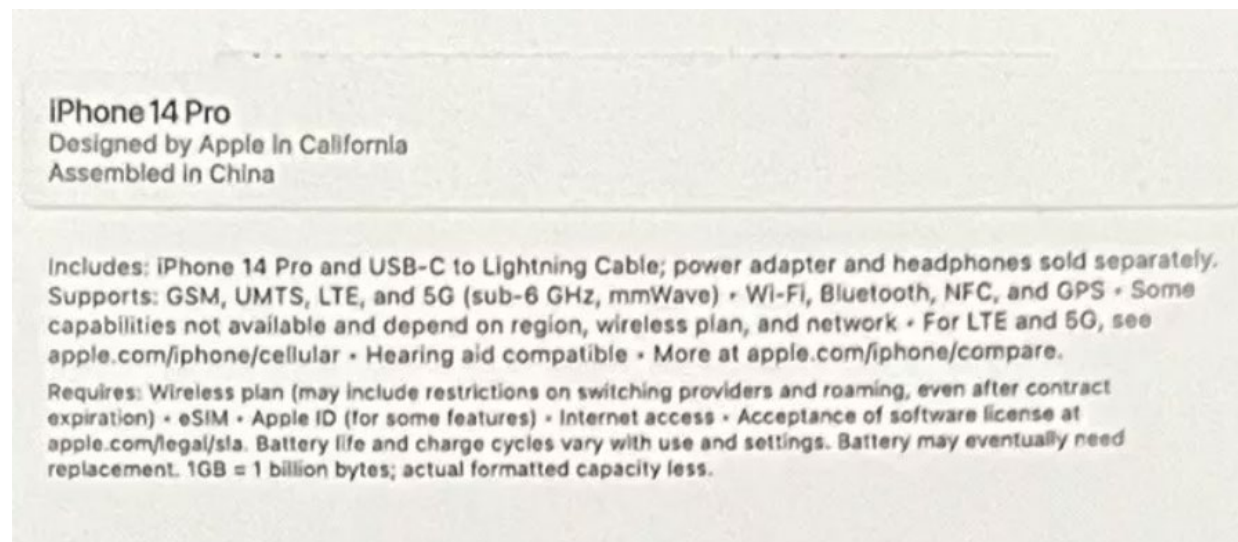
27. In his testimony before the House Committee on Energy and Utilities, Ceu Ratliffe, representing this same interest group stated

We would like to reemphasize the need for SSB 4560 as the cure for a growing consumer problem. WashPIRG hopes the committee will recommend this bill with the standard repair charge disclosure included and create an effective piece of consumer protection legislation.²

28. As Mr. Ratliffe noted in his testimony, “In many cases the cost of repair is not worth the consumers’ effort. It is almost the cost of the whole phone.”³

TARGET FAILS TO COMPLY WITH THE TELEPHONE BUYERS’ PROTECTION ACT

29. The packaging for the Products does not disclose the following information that is required under the TBPA: (1.) the person responsible for the repair of the equipment; (2.) standard repair charges; and (3.) the terms of any written warranty offered with the equipment. Below is a picture of the back of the packaging for an iPhone 14 Pro:



¹ See **Exhibit A** attached hereto.

² See **Exhibit B** attached hereto.

³ *Id.*

30. A picture of the front of the packaging for an iPhone 14 Pro is shown below:



31. Each of the iPhones sold by Costco are substantially similar in that the packaging does not disclose information that is required under the TBPA.

32. Costco also does not clearly disclose the above information required by the TBPA by posting notice in its stores or on the Product page on its website.

**THE MANUFACTURER MAINTAINS STANDARD REPAIR CHARGES FOR THE PRODUCTS, BUT
THIS IS NOT DISCLOSED PRIOR TO SALE**

33. There are standard repair charges for iPhone products. These repair charges are available at: <https://support.apple.com/iphone/repair>. However, this is not clearly disclosed on the packaging of the Products nor has Costco clearly disclosed the standard repair charges by the

posting of a notice prior to sale of the Products in violation of the TBPA.

34. As an example, the repair charge for a cracked screen on an iPhone 14 Pro is \$329 without an AppleCare+ plan as shown below:

The screenshot shows the 'Get an estimate' section of the Apple website. It prompts the user to 'Make your selections below.' and provides three dropdown menus: 'Service type' (Cracked screen (front only)), 'Product or accessory' (iPhone 14), and 'Model' (iPhone 14 Pro). Below these is a link for 'Need help identifying your model?'. A 'Get estimate' button is centered. The results are split into two columns: 'Your estimated cost' showing '\$ 329' and 'Got an AppleCare+ plan?' showing '\$ 29'.

Service type	Product or accessory	Model
Cracked screen (front only)	iPhone 14	iPhone 14 Pro

[Need help identifying your model? >](#)

Get estimate

Your estimated cost	Got an AppleCare+ plan?
We'll check your service coverage to determine the final service fee.	If available, use your applicable AppleCare+ plan benefits with this fee:
\$ 329	\$ 29

35. As another example, the repair cost for a cracked screen and back glass damage on an iPhone 14 Pro is \$599 without an AppleCare+ plan as shown below.

Get an estimate

Make your selections below.

Service type
 Cracked screen and back glass damage

Product or accessory
 iPhone 14

Model
 iPhone 14 Pro

[Need help identifying your model? >](#)

Get estimate

<p>Your estimated cost</p> <p>We'll check your service coverage to determine the final service fee.</p> <p style="font-size: 24pt; font-weight: bold; text-align: center;">\$ 599</p>	<p>Got an AppleCare+ plan?</p> <p>If available, use your applicable AppleCare+ plan benefits with this fee:</p> <p style="font-size: 24pt; font-weight: bold; text-align: center;">\$ 58</p>
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36. Costco has failed to disclose the standard repair charges and thus deceives consumers. As one article notes, the standard repair charges for a iPhone 16 “range from \$99 for a battery replacement on the iPhone 16 to \$749 for ‘Other Damage’ on the iPhone 16 Pro Max.”⁴ These repair costs are significant considering that retail price for an iPhone 16 is approximately \$799.⁵

⁴ *Here's How Much It Will Cost to Repair Your iPhone 16*, ICLARIFIED (Sept. 13, 2024), available at <https://www.iclarified.com/94884/heres-how-much-it-will-cost-to-repair-your-iphone-16>

⁵ https://www.apple.com/iphone-16/?afid=p238%7Cs5Egpt12t-de_mtid_20925d2q39172_pcrd_729420694454_pgrid_167776333592_pntwk_g_pchan_pexid_ptid_kwd-2584029775_&cid=wwa-us-kwgo-iphone--slid---Core-iPhone16-TradeIn2025-

1 **COSTCO FAILS TO DISCLOSE THE TERMS OF THE WRITTEN WARRANTY PRIOR TO SALE**

2 37. There is also a one-year limited warranty for most iPhones. For example, the terms
3 of Apple's warranty for newer iPhone models can be found at:
4 <https://www.apple.com/legal/warranty/products/ios-warranty-document-us.html>.⁶ However,
5 Defendant does not clearly disclose this warranty information prior to sale. Costco also offers an
6 extended warranty on the Products, but does not clearly disclose the terms of its extended warranty
7 prior to sale.⁷

8 **PLAINTIFF'S PURCHASE OF AN IPHONE**

9 38. Plaintiff purchased an iPhone 14 Pro Max from Costco in Washington during the
10 class period in approximately July of 2023. Plaintiff would not have purchased the Product, or
11 would have paid less for the Product, had Defendant clearly disclosed the standard repair charges
12 for the Product and the warranty information for the Product in compliance with the TBPA. As a
13 result, Plaintiff suffered injury in fact and ascertainable loss when he spent money to purchase the
14 Product he would not have purchased, or would have paid less for, absent Defendant's omissions.
15 Plaintiff desires to purchase the Products again if Defendant disclosed standard repair charges and
16 warranty information for the Products in compliance with the TBPA. However, as a result of
17 Defendant's ongoing omissions, Plaintiff is unable to rely on the Products' advertising and labeling
18 when deciding in the future whether to purchase the Products.

19 **FIRST CAUSE OF ACTION**

20 **Violation of Telephone Buyers' Protection Act**
21 **RCW §§ 19.130.010, *et seq.***

22 39. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
23 in the preceding paragraphs.

24 40. Plaintiff brings this claim under the TBPA individually and on behalf of the Class
25 against Defendant.

26 ⁶ A copy of the warranty is also attached hereto as **Exhibit C**.

27 ⁷ https://techsupport.costco.com/app/answers/detail/a_id/1001211/~does-costco-offer-an-extended-warranty-on-products%3F-

41. At all times relevant hereto, Defendant was a person “offering for sale or selling new or reconditioned telephone handsets or keysets, private branch exchanges, or private automatic branch exchanges” as set forth in RCW § 19.130.020.

42. At all relevant times, the Products were “telephone handsets or keysets” as set forth in RCW § 19.130.020.

43. At all relevant times, Defendant failed to clearly disclose, by positing notice prior to sale, the following information that is required under the TBPA: (1.) the person responsible for the repair of the equipment; (2.) standard repair charges; and (3.) the terms of any written warranty offered with the equipment. *See* RCW § 19.130.020.

44. Because of Defendant's omissions, Plaintiff and the class members suffered presumed damages that are equal to the purchase price of the products up to one hundred dollars. See RCW § 19.130.060, *et seq.*

SECOND CAUSE OF ACTION

Violation of the Washington Consumer Protection Act

RCW § 19.86.010, *et seq.*

45. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

46. The Washington Consumer Protection Act (“CPA”) makes it unlawful to commit “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” REV. CODE WASH. ANN. § 19.86.020. The CPA provides a private right of action for “[a]ny person who is injured in his or her business or property” by violations of the Act. REV. CODE WASH. ANN. 19.86.090.

47. “Violation of [the TBPA] constitutes a violation of chapter 19.86 RCW, the consumer protection act.” RCW § 19.130.060, *et seq.* Because Defendant has violated the TBPA, it has also violated the CPA.

48. In the course of the Defendant's business, it deceptively omitted information that

1 is required by the TBPA, including: (1.) the person responsible for the repair of the equipment;
2 (2.) standard repair charges; and (3.) the terms of any written warranty offered with the equipment.
3 *See* RCW § 19.130.020.

4 49. Defendant's actions as set forth above occurred in the conduct of trade or
5 commerce, and constitute unfair or deceptive trade practices under the CPA. Defendant's actions
6 impact the public interest because Plaintiff was injured in exactly the same way as thousands of
7 others who paid for the Products as a result of Defendant's generalized course of deception.
8 Defendant's conduct has the capacity to, and has actually caused injury not only to Plaintiff, but
9 to thousands of others in Washington and around the country.

10 50. Plaintiff was deceived by Defendant's unfair and deceptive omission of material
11 facts in deciding to purchase the Products from Defendant. Buyers, such as Plaintiff, would have
12 acted differently if they had known the standard repair charges and the terms of the warranty for
13 the Products prior to sale as is required by the TBPA. Plaintiff and members of the Class would
14 have wanted to know, as would any reasonable person, the information required to be disclosed
15 by the TBPA as this information would have changed their and any reasonable customer's decision
16 to purchase the Products.

17 51. Plaintiff the Class were injured as a result of Defendant's conduct, and suffered
18 ascertainable monetary loss.

19 52. Plaintiff seeks an award of injunctive relief, actual damages, treble damages,
20 attorney's fees and costs as permitted by the CPA. REV. CODE WASH. ANN. § 19.86.090. Plaintiff
21 also seeks presumed damages that are equal to the purchase price of the Products up to one hundred
22 dollars. *See* RCW § 19.130.060, *et seq.*

23 53. Pursuant to WASH. REV. CODE. ANN. § 19.86.095, Plaintiff will serve the
24 Washington Attorney General with a copy of this complaint as Plaintiff seeks injunctive relief.
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PRAYER FOR RELIEF

Wherefore Plaintiff, on behalf of Plaintiff and Class Members, prays for judgment against Defendant as follows:

- A. An Order that this action may proceed and be maintained as a class action, and certifying the Class as defined above for the Class period defined above;
- B. An Order for restitution and disgorgement of all profits and unjust enrichment that Defendant obtained from Plaintiff and the Class members as a result of Defendant's unlawful, unfair, and fraudulent business practices;
- C. An Order for injunctive and declaratory relief;
- D. An award of actual damages or presumed statutory damages in the amount of one hundred dollars per violation;
- E. An award of attorneys' fees and litigation costs to Plaintiff and the other members of the Class;
- F. An award of pre- and post-judgment interest on any amounts awarded; and
- G. All other relief this Court deems proper.

Dated: April 16, 2025

CROSNER LEGAL, PC

By: 
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Attorneys for Plaintiff,
BHASKAR GOKARN MISHRA

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Costco Lawsuit Filed in Washington Over Alleged Failure to Provide Presale iPhone Disclosures](#)
