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**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*

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Clerk of the Court
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Deputy Clerk

CGC-22-600050

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

HOI KWONG YU and JANICE YU,
Individually and as Successor in Interest to THE
ESTATE OF CALVIN YU.

Plaintiffs,

v.

ALIBABA GROUP U.S., INC., ALIBABA
GROUP HOLDING LTD., ALIBABA.COM
INVESTMENT HOLDING LTD.,
ALIEXPRESS, SHENZHEN TRONXY
TECHNOLOGY CO., LTD, and DOES ONE
through TWO HUNDRED,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

- (1) Strict Products Liability—Manufacturing Defect;
- (2) Strict Products Liability—Design Defect;
- (3) Strict Products Liability—Failure to Warn;
- (4) Negligence
- (5) Negligence (Post-Sale)
- (6) Negligence—Survival Action

COME NOW, plaintiffs HOI KWONG YU and JANICE YU, individually and as
Successor in Interest to THE ESTATE OF CALVIN YU, state and allege as follows.

GENERAL ALLEGATIONS

1. The true names or capacities, whether individual, corporate, governmental or
associate, of the defendants named herein as DOE are unknown to Plaintiffs who therefore sue
said defendants by such fictitious names. Plaintiffs pray leave to amend this Complaint to show

1 their true names and capacities when the same have been finally determined.

2 Plaintiffs are informed and believe, and upon such information and belief allege, that each
3 of the defendants designated herein as DOE is negligently, strictly or otherwise legally responsible
4 in some manner for the events and happenings herein referred to, and negligently, strictly or
5 otherwise caused injury and damages proximately thereby to plaintiffs, as is hereinafter alleged.

6 2. At all times herein mentioned, each and every of the defendants was the agent,
7 servant, partner, joint venturer, employee and/or franchisee of each of the other defendants, and
8 each was at all times acting within the course and scope of such agency, service, employment,
9 joint venture, partnership and/or franchise.

10 3. On or about November 9, 2019, Calvin Yu, now deceased, purchased a defective
11 Tronxy X5SA 24V 3D printer with free shipping from AliExpress.com. On June 12, 2020, the
12 subject Tronxy X5SA 24V 3D printer malfunctioned, causing a fire and killing Calvin Yu.

13 4. Plaintiffs HOI KWONG YU and JANICE YU are the surviving parents of Calvin
14 Yu, who suffered fatal injuries and died on June 12, 2020.

15 5. Plaintiff JANICE YU is also the Successor in Interest to the ESTATE OF CALVIN
16 YU pursuant to California Code of Civil Procedure sections 377.11 and 377.30. She brings this
17 action on behalf of THE ESTATE OF CALVIN YU pursuant to sections 377.20, 377.30 and
18 377.60 et seq. She has executed a Declaration pursuant to Code of Civil Procedure Section 377.32,
19 which is filed concurrently with this Complaint.

20 ***Alibaba Defendants***

21 6. Defendant Alibaba Group (U.S.) Inc. (“Alibaba Group (U.S.)”) is a Delaware
22 corporation with its principal place of business located at 525 Almanor Avenue, 4th Floor,
23 Sunnyvale, California 94085.

24 7. Defendant Alibaba Group Holding Ltd. (“Alibaba Group”) is organized and exists
25 under the laws of the Cayman Islands. Alibaba Group has its principal executive offices located at
26 969 West Wen Yi Road, Yu Hang District, Hangzhou 311121, People’s Republic of China. Its
27 registered office in the Cayman Islands is located at the offices of Trident Trust Company
28 (Cayman) Limited, Fourth Floor, One Capital Place, P.O. Box 847, George Town, Grand Cayman,

1 Cayman Islands. Its agent for service of process in the United States is Corporation Service
2 Company located at 1180 Avenue of the Americas, Suite 210, New York, New York 10036. Its
3 corporate website is www.alibabagroup.com. It has an office at 140 New Montgomery, 26th
4 Floor, in San Francisco and also represents on its website that it has an office at 525 Almanor
5 Avenue, 4th Floor, Sunnyvale, California.

6 8. Defendant Alibaba Group is one of the world's largest retailers and e-commerce
7 companies. It provides consumer-to-consumer, business-to-consumer, and business-to-business
8 sales services via web portals, as well as electronic payment services. It provides logistic services
9 (such as Cainiao Network), which includes an intelligence platform and global fulfillment
10 network. It offers domestic and international one-stop-shop logistics services and supply chain
11 management solutions, fulfilling various logistics needs of merchants and consumers. It facilitates
12 the digitalization of the entire warehousing and delivery process. For example, Alibaba Group
13 provides real-time insights for merchants to manage their inventory and warehousing, for
14 consumers to track their orders, and for express courier companies to determine delivery routes.
15 Alibaba Group supports merchants through international retail commerce platforms such as
16 AliExpress, Tmall Global and Lazada.

17 9. Defendant Alibaba.com Investment Holding Ltd. is organized and exists under the
18 laws of the British Virgin Islands. Alibaba.com Investment Holding Ltd. is a subsidiary of Alibaba
19 Group. It has its principal executive offices located at Trident Chambers, P.O. Box 146 Road
20 Town, Tortola, British Virgin Islands.

21 10. Defendant AliExpress (www.aliexpress.com) is a subsidiary of Defendants Alibaba
22 Group and Alibaba.com Investment Holding Ltd., with a principal of place of business located at
23 525 Almanor Avenue, 4th Floor, Sunnyvale, California. Alibaba Group launched AliExpress in
24 2010. AliExpress is an international retail marketplace targeting consumers from around the
25 world and enabling them to buy directly from manufacturers and distributors in China and around
26 the world. As a business-to-consumer platform, it works like Amazon.com. Consumers use
27 AliExpress to look for a wide selection of goods at competitive prices. In its 20-F filing to the
28 Securities and Exchange Commission, Alibaba Group represents that the AliExpress platform

1 provides businesses with “attractive money-for-value, convenient and direct logistics channels to
2 deliver packages to consumers worldwide.”

3 11. AliExpress provides “product and supply chain capabilities” by sourcing products
4 through its extensive supply chain network. It also provides one-stop shipping, consolidation
5 service, international line-haul service, customs clearance service, and last-mile delivery service.
6 For most products, it provides free shipping by AliExpress Shipping and Cainiao Network.
7 AliExpress also provides a buyer protection policy that guarantees secure transactions and protects
8 buyers from scammers. Disputes can be handled filing a ticket to AliExpress, and AliExpress
9 provides mediation services for refunds from sellers. AliExpress also reserves the right to
10 determine the outcome of the dispute. AliExpress requires the Seller to “release and indemnify
11 AliExpress from all claims, demands, actions, proceedings, costs, expenses and damages
12 (including without limitation any actual, special, incidental or consequential damages) arising out
13 of or in connection with such dispute.”

14 12. AliExpress charges the Seller up to 8% for commission. It provides Sellers with
15 templates to upload products, customize the online storefront, and manage stock and prices. It
16 provides a communication portal between the consumers and sellers.

17 13. The parties identified in paragraphs 5 through 12 above may be referred to herein
18 collectively as the “Alibaba Defendants” or as “Alibaba.” Alibaba Group in its Form 20-F
19 submitted to the Securities and Exchange Commission uses the term “our” and “our company” to
20 refer to “Alibaba Group Holding Limited and its consolidated subsidiaries and its affiliated
21 consolidated entities, including our variable interest entities and their subsidiaries.” The 20-F
22 filing also identified Alibaba.com Investment Holding Ltd. As one of its “Significant subsidiaries”
23 ad as a “a holding company for subsidiaries relating to AliExpress, Alibaba.com and 1688.com.”It
24 accurately states in its Form 20-F that “our” registered agent for service of process in the United
25 States is Corporation Service Company, 1180 Avenue of the Americas, Suite 210, New York,
26 New York 10036.

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1 *The Alibaba Defendants Are All Alter Egos, Agents of Each Other or a Single Business*
2 *Enterprise.*

3 14. Alibaba Group directs efforts of the other Alibaba Defendants towards Alibaba
4 Group's stated mission to "make it easy to do business anywhere." And the Alibaba Defendants
5 work together with merchants in an interconnected market that Alibaba Group describes as an
6 online "ecosystem."

7 15. Alibaba Group's Form F-1, submitted to the Securities and Exchange Commission,
8 accurately states that the Alibaba Defendants constitute "one single operating and reportable
9 segment, namely the provisions of online and mobile commerce and related services" and that
10 Alibaba Group does not "manage [its] business by allocating revenue among individual
11 marketplaces or business units" and similarly does "not allocate operating costs or assets to its
12 business units." It further explains in its F-1 that its "operating philosophy is to manage [its]
13 various business units to a single profit and loss, or P&L, rather than setting compartmentalized
14 P&L targets for each business unit." Rather than setting financial targets for individual businesses
15 or managers, Alibaba Group, as it explained in its 20-F, asks its managers "to be accountable for
16 operating metrics that reflect the health of [its] marketplaces and the contribution of their units to
17 [its] entire business."

18 16. Employees of the various Alibaba Defendants provide services across corporate
19 lines to other Alibaba Defendants. For example, Alibaba.com, Inc. helps build awareness in the
20 United States for the Alibaba brand name and Alibaba's platforms. Alibaba.com, Inc., Alipay US,
21 Inc. and Alibaba Group (U.S.) provide support services from locations in California for the foreign
22 Alibaba entities. Alibaba Group's website (alibabagroup.com) promotes its various online
23 shopping platforms, including Taobao, 1688.com, AliExpress, and Alibaba.com. Moreover,
24 Alibaba Group owns over 60 active U.S. trademark registrations, including registrations for the
25 word marks "AliExpress," "Alibaba," "Alibaba.com," "Alipay," and "Taobao." Alibaba.com,
26 Ltd. also owns U.S. trademark registrations. And under the Alibaba.com and AliExpress Terms of
27 Use Alibaba.com Hong Kong Limited provides services to users of the AliExpress and
28 Alibaba.com platforms. Alibaba Group explained in its F-1 that "we conduct our business in

1 China through our subsidiaries and variable interest entities.”

2 17. Alibaba Group, as it accurately represented in its Form 20-F, relies “on Alipay to
3 conduct substantially all of the payment processing and all of the escrow services on our
4 marketplaces.” The other Alibaba Defendants benefit economically from Alipay through the
5 contractual arrangements with “preferential terms” to the other Alibaba Defendants. The Alibaba
6 Group derives revenue through commissions for transactions settled through Alipay. The Alibaba
7 Group also receives royalty fees and software technology service fees from Alipay. Alipay is thus
8 a key component of the Alibaba “ecosystem.” Alipay US serves as the American affiliate of
9 Alipay, providing in the United States services for Alipay that Alipay would otherwise perform
10 itself.

11 18. The control that Alibaba Group exercises over Alipay and Alipay US is further
12 demonstrated by Alipay US’s representation in its 2017 filing with the California Secretary of
13 State that Alipay US’s secretary is Timothy Steinert—who is Alibaba Group’s general counsel—
14 and that Alipay US’s chief financial officer is Wei Zhang—who is an officer of other Alibaba
15 entities. The Hong Kong, S.A.R. address provided for Steinert and Zhang on that form is an
16 address shared by several other Alibaba entities, including Alibaba.com Hong Kong and Taobao
17 China Holding.

18 19. The Alibaba Defendants all use the name “Alibaba” in commerce and regularly
19 refer to themselves as “Alibaba” with no further description.



20 20. Alibaba.com, Inc. acts as an agent for the other Alibaba Defendants by providing
21 marketing and other brand promotion services in the United States for the Alibaba Defendants.

22 21. Alibaba Group (U.S.) similarly provides in the United States various services for
23 the Alibaba Defendants.

24 22. Alibaba Group openly promotes the various online platforms that it runs through a
25 network of subsidiaries, and Alibaba Group officers and directors are involved in setting certain
26 policies regarding the development, promotion, and operation of various online platforms, such as
27 Alibaba.com, AliExpress, 1688.com and Taobao.

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1 23. Alibaba Group formulates overall strategy for other Alibaba Defendants such that
2 the other Alibaba Defendants do not function independently but under the Alibaba Group umbrella
3 as part of their commerce and marketing plan and scheme.

4 24. Defendant Shenzhen Tronxy Technology Co., Ltd. is a company domiciled in
5 China. It is advertised as a "verified" "Gold Supplier" by Alibaba Group. Defendant Alibaba
6 Group states on its website that "Gold Supplier is a paid membership on Alibaba.com. All Gold
7 Suppliers in China must pass our Onsite Check while those from other countries and regions must
8 pass our A&V Check." Defendant Alibaba Group also states: "Once approved, Gold Supplier
9 members are authorized to display the Gold Supplier icon to demonstrate that their business has
10 been verified by a third agency as a legally registered business. The number of years a member has
11 been a Gold Supplier on Alibaba.com is displayed along with the logo and updated every year,
12 e.g.  or ."

13 25. Defendant Shenzhen Tronxy Technology Co., Ltd. ("Shenzhen Tronxy") is the
14 manufacturer of the Tronxy X5SA 24V 3D printer that caused Calvin Yu's death. At all relevant
15 times herein mentioned, Defendant Shenzhen Tronxy had an online storefront on Alibaba.com and
16 AliExpress.com.

17 26. At all relevant times herein mentioned, the Alibaba Defendants and DOES ONE
18 through THIRTY advertised, promoted, sourced, supplied, placed into the stream of commerce,
19 sold, and fulfilled the shipment of Tronxy products, including the Tronxy X5SA 24V 3D printer
20 that caused Calvin Yu's death.

21 27. At all relevant times, Defendants Alibaba Group, Alibaba Group (U.S.),
22 AliExpress, Shenzhen Tronxy, Alibaba.com Investment Holding Ltd and DOES ONE through
23 SIXTY, and each of them, were involved in the business of design, assembly, manufacture,
24 testing, selling, servicing, repair, warranty fulfillment labelling, and placing into the stream of
25 commerce to California residents, the Tronxy X5SA 24V 3D printer.

26 ***Calvin Yu's Death on June 12, 2020***

27 28. On and prior to June 12, 2020, Calvin Yu owned an account on AliExpress.com.
28 On or around November 9, 2020, Calvin Yu used AliExpress.com to identify, select and purchase

1 a Tronxy X5SA 24V 3D printer. The order included free shipping via AliExpress. He used his
2 credit to purchase the printer. His credit card record showed that payment was made to
3 aliexpress.com in San Mateo, California.

4 29. On June 11, 2020 around 5:28 p.m., Calvin Yu was in his home in the City and
5 County of San Francisco. The Tronxy X5SA 24V 3D printer was plugged into an electrical power
6 strip and being used in a reasonably foreseeable manner for its intended use. The above-
7 mentioned 3D printer was defective and malfunctioned such that it overheated and caused a fire,
8 resulting in fatal injuries to Calvin Yu.

9 30. The San Francisco Fire Department, Fire Investigative Unit, was dispatched to
10 Calvin Yu's home, where he was found to be deceased. Using a scientific methodology based
11 upon NFPA 921 and NFPA 1033, the Fire Investigative Unit concluded that the fire was caused by
12 the above-mentioned 3D printer, overheating and igniting the couch. Calvin Yu died as a result of
13 complications due to the thermal injuries caused by the defective printer.

14 **FIRST CAUSE OF ACTION**

15 **Strict Products Liability (Manufacturing Defect)**

16 31. Plaintiffs incorporate by reference the allegations set forth above in paragraphs 1
17 through 30 as though fully set forth herein.

18 32. At all relevant times, Defendants Alibaba Group, Alibaba Group (U.S.),
19 Alibaba.com Investment Holding, Ltd., AliExpress, Shenzhen Tronxy, and DOES ONE through
20 SIXTY, and each of them, were involved in the business of design, assembly, manufacture,
21 testing, selling, labelling, and placing into the stream of commerce to California residents, the
22 Tronxy X5SA 24V 3D printer.

23 33. At all times herein mentioned, the subject Tronxy X5SA 24V 3D printer was
24 defective by reason of defects in its manufacture, in that the performance of the device differed
25 from defendants' design or specifications; and further, differed from the performance of typical
26 units of the same make and model, in that it overheated and caught on fire when being used in a
27 reasonably foreseeable manner.

28 ///

1 WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as
2 hereinafter set forth.

3 **FIFTH CAUSE OF ACTION**

4 **Negligence (Post Sale)**

5 56. Plaintiffs incorporate by this reference the allegations set forth above in paragraphs
6 1 through 55 as though fully set forth herein.

7 57. After the time of the original sale of the Tronxy X5SA 24V 3D printer involved in
8 this injury, the defendants Defendants Alibaba Group, Alibaba Group (U.S.), Alibaba.com
9 Investment Holding Ltd., AliExpress, Shenzhen Tronxy and DOES ONE through SEVENTY, and
10 each of them, knew or had reason to know that the Tronxy X5SA 24V 3D printer was dangerous,
11 or likely to be dangerous, such that defendants Defendants Alibaba Group, Alibaba Group (U.S.),
12 Alibaba.com Investment Holding Ltd, AliExpress, Shenzhen Tronxy and DOES ONE through
13 SEVENTY, and each of them, had a duty to provide warning to the public, purchasers, users, and
14 consumers of the Tronxy X5SA 2V 3D printer of the product's defective and dangerous condition.

15 58. A reasonable seller and bailor in the position of defendants Defendants Alibaba
16 Group, Alibaba Group (U.S.), Alibaba.com Investment Holding Ltd, AliExpress, Shenzhen
17 Tronxy and DOES ONE SEVENTY, and each of them, would have issued a recall and/or
18 provided warning to the public, purchasers, users, and consumers of the Tronxy X5SA 24V 3D
19 printer of the product's defective and dangerous condition in light of the risk of harm.

20 59. Defendants Alibaba Group, Alibaba Group (U.S.), Alibaba.com Investment
21 Holding Ltd., AliExpress, Shenzhen Tronxy and DOES ONE through SEVENTY, and each of
22 them, had a continuing duty to provide a warning to the public, purchasers, users, and consumers
23 of the Tronxy X5SA 24V 3D printer after the time of sale, rental and lease of the product.

24 60. Defendants' failure to fulfill their continuing duties after the sale of the Tronxy
25 X5SA 24V 3D printer were a legal cause of Calvin Yu's death, and the injuries, damage, loss and
26 harm suffered and sustained by Plaintiffs herein.

27 61. By reason of Defendants' failure to issue a recall and/or provide adequate warning
28 or instruction to the public, purchasers, users, and consumers of the Tronxy X5SA 24V 3D printer

1 after the time of the original sale, rental, lease and distribution of the product, Plaintiffs' decedent
2 was caused to suffer and sustain the fatal injuries hereinabove and hereinafter set forth.

3 62. Defendants Alibaba Group, Alibaba Group (U.S.), Alibaba.com Investment
4 Holding Ltd., AliExpress, Shenzhen Tronxy and DOES ONE through SIXTY, and each of them,
5 failed to provide any adequate warnings after the sale, rental, lease, or distribution of the Tronxy
6 X5SA 24V 3D printer at issue in this case and failed to take any other action to reduce the risk of
7 harm to persons who were unaware of, or lacked an understanding of the magnitude, of the risk
8 associated with the use of the Tronxy X5SA 24V 3D printer.

9 WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as
10 hereinafter set forth.

11 **SIXTH CAUSE OF ACTION**

12 **Negligence – Survival Action**

13 63. Plaintiff, JANICE YU as Successor in Interest to THE ESTATE OF CALVIN YU,
14 complains of Defendants, and each of them, and for a Sixth Cause of Action alleges as follows:

15 64. Plaintiffs hereby incorporate by reference the allegations set forth above in
16 paragraphs 1 through 62 as though fully set forth herein.

17 65. Plaintiff JANICE YU is the Successor in Interest to the Estate of Calvin Yu,
18 pursuant to C.C.P. § 377.32. Plaintiff JANICE YU is authorized to bring this survival action on
19 behalf of THE ESTATE OF CALVIN YU

20 66. By reason of the Defendants negligence and carelessness and as a direct, legal, and
21 proximate result of the culpability and fault of the Defendants, and each of them, decedent Calvin
22 Yu incurred general damages for pain, mental suffering, emotional suffering, emotional distress,
23 loss of enjoyment of life, physical impairment, physical inconvenience, grief, anxiety, despair and
24 humiliation before his death.

25 67. By reason of the Defendants negligence and carelessness, plaintiff ESTATE OF
26 CALVIN YU has sustained general (non-economic) damages in a sum in excess of the minimum
27 jurisdictional limits of this court.

28 ///

1 WHEREFORE, Plaintiffs pray judgment against Defendants, and each of them, as
2 hereinafter set forth.

3 WHEREFORE, Plaintiffs pray judgment against defendants, and each of them, as follows:

- 4 A. For general (non-economic) damages that may be proved;
5 B. For special (economic) damages that may be proved;
6 C. For prejudgment interest as permitted by law;
7 D. For costs of suit incurred herein; and,
8 E. For such other and further relief as the Court may deem proper.

9 Dated: June 6, 2022

WALKUP, MELODIA, KELLY & SCHOENBERGER

10 

11 _____
12 DORIS CHENG
13 ANDREW MCDEVITT
14 KATHERINE CONNOLLY
15 Attorneys for Plaintiffs

14 **DEMAND FOR JURY TRIAL**

15 Plaintiffs hereby demand a jury trial.

16
17 Dated: June 6, 2022

WALKUP, MELODIA, KELLY & SCHOENBERGER

18 

19 _____
20 DORIS CHENG
21 ANDREW MCDEVITT
22 KATHERINE CONNOLLY
23 Attorneys for Plaintiffs