

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

NICHOLAS EVANGELISTA,

Plaintiff,

- against -

AMAZON.COM SERVICES, LLC,

Defendant.

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Nicholas Evangelista, through undersigned counsel, and pursuant to all applicable Federal Rules of Civil Procedure, hereby files this Complaint and alleges against Defendant, Amazon.com Services, LLC (“Amazon”) and alleges as follows.

General Allegations

1. This Court has jurisdiction over the subject matter presented by this Complaint pursuant to 28 U.S.C. 1332 (a)(1) because the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and diversity of citizenship exists between the parties.
2. Plaintiff, at all times material hereto is and was a citizen of the State of Pennsylvania.
3. That at all times material hereto, Defendant Amazon was and is a foreign corporation headquartered in Seattle, Washington.
4. Defendant Amazon is subject to the jurisdiction of this Court because it operates, conducts, engages in, or carries on a business or business venture within this State; caused injury to persons or property arising out of an act or omission it committed in the State; manufactures, processes or services products or materials which are used within this State in the ordinary course of commerce, trade, or use; or engages in substantial and not isolated activity within this State.

5. Venue is proper under 28 U.S.C. § 1391 in that this is the judicial district in which a substantial part of the events or omissions giving rise to the claim occurred, or a substantial part of property that is the subject of the action is situated.

FACTUAL BACKGROUND

6. On or about December 17, 2025, Plaintiff purchased Savior Heat Heated Underwear for Men (“Heated Underwear”).

7. Upon information and belief, at all relevant times, Defendant Amazon is and was the designer, manufacturer, producer, distributor, vendor, seller of and/or marketing entity for the Heated Underwear.

8. Upon information and belief, at all relevant times, Defendant Amazon tested and/or inspected the Heated Underwear in order to ensure that it was free from defects and safe for consumer use.

9. The Heated Underwear is an electrical undergarment designed to be used under clothing to help keep the user warm. The product is designed to heat up coils within the undergarment to help keep the user warm while in cold temperatures.

10. On or about February 9, 2026, Plaintiff was using the Heated Underwear and followed instructions enclosed with the Heated Underwear.

11. While using the Heated Underwear to keep warm while shoveling snow, it suddenly and without warning reached extreme heat, causing burns to Plaintiff.

12. The Heated Underwear had not been misused and had not been modified post-sale before it failed.

13. As a direct and proximate result of the Heated Underwear and the and its extreme heat, Plaintiff suffered severely painful and disfiguring burns to the body, and resulting pain and

suffering, discoloration and hyperpigmentation to the body, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

COUNT I – PRODUCTS/STRICT LIABILITY AGAINST AMAZON

14. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-13 as if fully set forth herein.

15. At all relevant times, Defendant Amazon was in the business of designing, manufacturing, inspecting, testing, distributing, selling and/or marketing Heated Underwear and did design, manufacture, inspect, test, distribute, sell and/or market the Heated Underwear giving rise to the subject Complaint.

16. The Heated Underwear failed to perform in a manner reasonably expected in light of its nature and intended function when it failed and caused severe injuries.

17. The Heated Underwear had not been misused post-sale before it failed.

18. The Heated Underwear was within its anticipated useful life when it failed.

19. The Heated Underwear failure was such that would not have occurred in the absence of a defect or unreasonably dangerous condition within it.

20. Specifically, the Heated Underwear was unreasonably dangerous and/or defective in that:

a. it was dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases and/or uses it, with the ordinary knowledge common to the community as to its characteristics; and/or

b. a reasonably prudent manufacturer would not have put it on the market assuming that manufacturer knew of its dangerous condition.

21. That unreasonably dangerous condition and/or defect proximately caused severely painful and disfiguring burns and other injury to Plaintiff, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment.

22. Therefore, Defendant Amazon is liable to Plaintiff for the aforementioned injuries caused by the defective Heated Underwear.

WHEREFORE, Plaintiff, demands judgment against Defendant, Amazon, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT II – NEGLIGENCE AGAINST AMAZON

23. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-13 as if fully set forth herein.

24. Defendant Amazon owed Plaintiff, as well as the public at large, the duty of reasonable care in designing, manufacturing, testing, inspecting, distributing, selling and/or marketing the Heated Underwear, and/or to adequately warn of dangers presented by the product's design.

25. Defendant Amazon knew, or in the exercise of ordinary care, should have known, that the Heated Underwear was defective and unreasonably dangerous to those persons likely to use the product for the purpose and in the manner for which it was intended to be used.

26. Alternatively, Defendant Amazon knew, or in the exercise of ordinary care should have known, of the means of designing, manufacturing and/or marketing the Heated Underwear such that the type of incident and resulting injuries and damages as described herein would have been prevented.

27. Alternatively, Defendant Amazon had actual or constructive knowledge of the means of

designing a Heated Underwear that would not be inadequate and dangerous, and notwithstanding this knowledge, Defendant Amazon failed to adequately design, equip and/or manufacture the Heated Underwear.

28. Alternatively, Defendant Amazon negligently failed to give adequate or proper warnings or instructions, and/or failed to make appropriate post-marketing efforts to prevent known incidents, such as the one included herein.

29. Alternatively, Defendant Amazon failed to prudently design, manufacture, test, inspect, market and/or sell the Heated Underwear, and/or failed to include a reasonable and safer alternative to the subject defective condition.

30. As a direct and proximate result of Defendant Amazon's negligence, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, demands judgment against Defendant, Amazon, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT III – BREACH OF EXPRESS WARRANTY AGAINST AMAZON

31. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-13 as if fully set forth herein.

32. Defendant Amazon designed, manufactured, assembled, distributed, inspected, tested and/or sold the Heated Underwear.

33. Defendant Amazon expressly warranted that the Heated Underwear was safe for ordinary use when used in compliance with the instructions provided.

34. Defendant Amazon's affirmations regarding the safety of its product formed a basis of the bargain for Plaintiff without which Plaintiff would not have purchased and/or used the Heated Underwear.

35. The Heated Underwear did not conform to Defendant Amazon's affirmations regarding safety.

36. As a direct and proximate result of Defendant Amazon's breach of express warranties, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, demands judgment against Defendant, Amazon, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

**COUNT IV – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
AGAINST AMAZON**

37. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-13 as if fully set forth herein.

38. Defendant Amazon at all relevant times designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Heated Underwear.

39. Defendant Amazon impliedly warranted that the Heated Underwear was merchantable, fit for the ordinary purpose for which it was sold or used, was of fair average quality as to pass

without objection in the trade, and conformed to Defendant's own affirmations regarding the Heated Underwear's safety features and overall safe condition.

40. Defendant Amazon breached their implied warranty of merchantability, as the product did not conform to Defendant's affirmations regarding the safety features and overall safe condition of the Heated Underwear, the Heated Underwear was not fit for the ordinary purpose for which it was sold or used, and/or was not of fair average quality so as to pass without objection in the trade.

41. As a direct and proximate result of Defendant Amazon's breach of the implied warranty of merchantability, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, demands judgment against Defendant, Amazon, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT V – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST AMAZON

42. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-13 as if fully set forth herein.

43. Defendant Amazon designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Heated Underwear.

44. In selling the Heated Underwear to Plaintiff, Defendant Amazon, through its agents, servants, employees, and apparent agents, acting within the scope of their employment,

authority, or apparent authority, made representations and promotions concerning the particular purpose to which Plaintiff would put the Heated Underwear to use and knew or should have known of the particular purpose to which Plaintiff would put the product to use. Defendant impliedly warranted that the product would be fit for such particular purpose.

45. Defendant Amazon breached its implied warranty of fitness for a particular purpose, as the Heated Underwear did not conform to Defendant Amazon's affirmations regarding its product being fit for such particular purpose. The Heated Underwear's malfunctioning safety features and overall unsafe condition rendered it unfit for that purpose.

46. As a direct and proximate result of Defendant Amazon's breach of the implied warranty of fitness for a particular purpose, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, demands judgment against Defendant, Amazon, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

COUNT VI – FAILURE TO WARN AGAINST AMAZON

47. Plaintiff realleges and readopts the allegations set forth in Paragraphs 1-13 as if fully set forth herein.

48. Defendant Amazon designed, manufactured, assembled, tested, inspected, distributed, marketed and/or sold the Heated Underwear.

49. On or about February 9, 2026, Plaintiff used the Heated Underwear in the manner

intended and/or foreseeably intended, when the Heated Underwear failed, exploded and/or otherwise caused injury to Plaintiff.

50. Upon information and belief, the Heated Underwear was manufactured in a defective manner, was defectively designed, failed to have adequate and proper warnings or instructions, was not safe to be used for the purposes intended, and/or was inherently and/or unreasonably dangerous.

51. Defendant Amazon knew or should have known of the dangerous nature of the Heated Underwear by virtue of its business, and/or knew or should have known of the need to provide adequate warnings concerning the use of the Heated Underwear.

52. Defendant Amazon had a duty to provide reasonable warning of the danger involved in the use of the Heated Underwear and failed to provide the public, including Plaintiff, notice of the danger involved.

53. As a direct and proximate result of the foregoing, Plaintiff suffered severely painful and disfiguring burns and other injury to Plaintiff's body, and resulting pain and suffering, disability, mental anguish, embarrassment and humiliation, loss of capacity for the enjoyment of life, and medical and nursing care and treatment. The injuries are either permanent or continuing in nature, and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, demands judgment against Defendant, Amazon, for compensatory damages, court costs, and such other and additional relief as this Court may deem appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant Amazon.com Services, LLC as follows:

- (a) for compensatory damages in an amount to be determined at trial;
- (b) for pre-judgment and post-judgment interest as allowed by law;
- (c) for costs of suit; and
- (d) for such other and further relief as this Court deems just and proper.

Signed on May 26, 2026

By: 
Todd R. Bartos, Esq. (ID# 84279)
THE BARTOS GROUP, LLC
630 Janet Ave., Ste. A100
Lancaster, PA 17601
Ph: 717-514-1491
Email: todd@tbg-llc.com
Attorney for Plaintiff

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DESIGNATION FORM

Place of Accident, Incident, or Transaction: Hamburg PA

RELATED CASE IF ANY: Case Number: _____ Judge: _____

- | | |
|---|------------------------------|
| 1. Does this case involve property included in an earlier numbered suit? | Yes ☐ |
| 2. Does this case involve a transaction or occurrence which was the subject of an earlier numbered suit? | Yes ☐ |
| 3. Does this case involve the validity or infringement of a patent which was the subject of an earlier numbered suit? | Yes ☐ |
| 4. Is this case a second or successive habeas corpus petition, social security appeal, or pro se case filed by the same individual? | Yes ☐ |
| 5. Is this case related to an earlier numbered suit even though none of the above categories apply?
If yes, attach an explanation. | Yes ☐ |

I certify that, to the best of my knowledge and belief, the within case ☐ **is** / ☐ **is not** related to any pending or previously terminated action in this court.

Civil Litigation Categories

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 10. Civil Rights
- ☐ 11. Habeas Corpus
- ☐ 12. Securities Cases
- ☐ 13. Social Security Review Cases
- ☐ 14. Qui Tam Cases
- ☐ 15. Cases Seeking Systemic Relief ***see certification below***
- ☐ 16. All Other Federal Question Cases. (Please specify): _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☒ 6. Other Personal Injury (Please specify): Product Liability
- ☐ 7. Products Liability
- ☐ 8. All Other Diversity Cases: (Please specify) _____

I certify that, to the best of my knowledge and belief, that the remedy sought in this case ☐ **does** / ☒ **does not** have implications beyond the parties before the court and ☐ **does** / ☒ **does not** seek to bar or mandate statewide or nationwide enforcement of a state or federal law including a rule, regulation, policy, or order of the executive branch or a state or federal agency, whether by declaratory judgment and/or any form of injunctive relief.

ARBITRATION CERTIFICATION (CHECK ONLY ONE BOX BELOW)

I certify that, to the best of my knowledge and belief:

☒ Pursuant to Local Civil Rule 53.2(3), this case is not eligible for arbitration either because (1) it seeks relief other than money damages; (2) the money damages sought are in excess of \$150,000 exclusive of interest and costs; (3) it is a social security case, includes a prisoner as a party, or alleges a violation of a right secured by the U.S. Constitution, or (4) jurisdiction is based in whole or in part on 28 U.S.C. § 1343.

☐ None of the restrictions in Local Civil Rule 53.2 apply and this case is eligible for arbitration.

NOTE: A trial de novo will be by jury only if there has been compliance with F.R.C.P. 38.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

NICHOLAS EVANGELISTA

(b) County of Residence of First Listed Plaintiff Berks County, PA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Todd Bartos, Esq.
The Bartos Group LLC
630 Janet Ave. Suite A100

DEFENDANTS

AMAZON.COM SERVICES, LLC

County of Residence of First Listed Defendant King County, WA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance	PERSONAL INJURY	☐ 625 Drug Related Seizure of Property 21 USC 881	☐ 422 Appeal 28 USC 158	☐ 375 False Claims Act
☐ 120 Marine	☐ 310 Airplane	☐ 690 Other	☐ 423 Withdrawal 28 USC 157	☐ 376 Qui Tam (31 USC 3729(a))
☐ 130 Miller Act	☐ 315 Airplane Product Liability		INTELLECTUAL PROPERTY RIGHTS	☐ 400 State Reapportionment
☐ 140 Negotiable Instrument	☐ 320 Assault, Libel & Slander		☐ 820 Copyrights	☐ 410 Antitrust
☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 330 Federal Employers' Liability		☐ 830 Patent	☐ 430 Banks and Banking
☐ 151 Medicare Act	☐ 340 Marine		☐ 835 Patent - Abbreviated New Drug Application	☐ 450 Commerce
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	☐ 345 Marine Product Liability		☐ 840 Trademark	☐ 460 Deportation
☐ 153 Recovery of Overpayment of Veteran's Benefits	☐ 350 Motor Vehicle	LABOR	☐ 880 Defend Trade Secrets Act of 2016	☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle Product Liability	☐ 710 Fair Labor Standards Act	SOCIAL SECURITY	☐ 480 Consumer Credit (15 USC 1681 or 1692)
☐ 190 Other Contract	☐ 360 Other Personal Injury	☐ 720 Labor/Management Relations	☐ 861 HIA (1395ff)	☐ 485 Telephone Consumer Protection Act
☐ 195 Contract Product Liability	☐ 362 Personal Injury - Medical Malpractice	☐ 740 Railway Labor Act	☐ 862 Black Lung (923)	☐ 490 Cable/Sat TV
☐ 196 Franchise		☐ 751 Family and Medical Leave Act	☐ 863 DIWC/DIWW (405(g))	☐ 850 Securities/Commodities/Exchange
REAL PROPERTY	CIVIL RIGHTS	☐ 790 Other Labor Litigation	☐ 864 SSID Title XVI	☐ 890 Other Statutory Actions
☐ 210 Land Condemnation	☐ 440 Other Civil Rights	☐ 791 Employee Retirement Income Security Act	☐ 865 RSI (405(g))	☐ 891 Agricultural Acts
☐ 220 Foreclosure	☐ 441 Voting		FEDERAL TAX SUITS	☐ 893 Environmental Matters
☐ 230 Rent Lease & Ejectment	☐ 442 Employment	IMMIGRATION	☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 895 Freedom of Information Act
☐ 240 Torts to Land	☐ 443 Housing/Accommodations	☐ 462 Naturalization Application	☐ 871 IRS—Third Party 26 USC 7609	☐ 896 Arbitration
☐ 245 Tort Product Liability	☐ 445 Amer. w/Disabilities - Employment	☐ 465 Other Immigration Actions		☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 290 All Other Real Property	☐ 446 Amer. w/Disabilities - Other			☐ 950 Constitutionality of State Statutes
	☐ 448 Education			
	PRISONER PETITIONS			
	Habeas Corpus:			
	☐ 463 Alien Detainee			
	☐ 510 Motions to Vacate Sentence			
	☐ 530 General			
	☐ 535 Death Penalty			
	Other:			
	☐ 540 Mandamus & Other			
	☐ 550 Civil Rights			
	☐ 555 Prison Condition			
	☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(a)(1) (diversity)

Brief description of cause:

Pennsylvania products liability / negligence / breach of warranty / failure to warn (personal injuries from heated underwear)

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

May 27, 2026

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE