

EXHIBIT E

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Attorneys for Plaintiff
Ideavillage Products Corp.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IDEAVILLAGE PRODUCTS CORP.

Plaintiff

v.

29SHYANS2012, 29V-DAILYFU, 500-
MILES, AIEASYGO, ALIDECAL,
ALWAYSBEST_UK, AMAZSHOPP,
AMERICAMAZING, APPLEINTHEBOX,
AZO-SHOP, BATTERYPOWERMALL,
BC_EMPORIUM, BE-MAKEUP-2016,
BEST4DEALS2013, BETTYMARKET-
TRADE2017, BUYHERE4DEALS, CAR-
DVD-GPS, CAR-MULTIMEDIA-
MANUFACTURER, COMMON-
NEEDS_989, CRANKLAHRAS,
CUTE*KIKI, DAILIDEAL86, DBONSALE,
DELUXEBEAUTYDEALS,
DIGIBABYBOY, DK888STORE2012,
DVDGPS-MANUFACTURER, EHOME-
MALLTRADE-ZONE, ELMAGICO2018,
EMERALD.EMPIRE.SHOP,
ENOUGHCLOUDS, EVERYSALE4U4,

18-cv-6266 (AT)

**[PROPOSED] ORDER TO SHOW
CAUSE WHY A DEFAULT
JUDGMENT AND PERMANENT
INJUNCTION SHOULD NOT BE
ENTERED AGAINST DEFAULTING
DEFENDANTS**

FASHIONSELLER9002,
FASHIONTECHOD, IXCRACKED,
FOR.BEAUTY, FOREVERDEALS106,
FUUJ6695, GREATDEAL335, HAELO-0,
HAPPYENDING1920, HARRYNILSON,
HAZEINAS7, HEZHIHUA2017,
HOMEFASHIONCHOICE, HONGXIANG6,
HUIWAN2016, IMIKIMISHOP,
INOLITE2016, JINGCHENGFACTORY,
JINLE-ZHAN, JORDEN-SHOP2018, JUST-
PERFECT-1840, KEVINFANG128,
KINGMOST1115, KING-SELLING, KJ-
STORE, KOLORRAINBOW, LEMON-
BEST2012, LIAOJIANGANG145-2,
LILLY_BETTER, LIUYU_1,
LOYALTY2017, LUCKJEWELRYSTORE,
LUCKY-WORLD15, MARKSHOPDEALS,
MATAN3333, MEDLIFE-STORE,
METIKTECHNOLOGY, MIXMIXMIXMIX,
MYVENUSSHOP77, NALANTRADE,
NINADAVIS98, ORIGHTHERE, PAPA-
BABY, PRO-DEAL_5680, PUPU888,
ROY_CAR, SAWA-STORE2018,
SEYCHELLES_US02,
SHUANGFENGSHIYE, SMARTOPLED,
SPEAR-8487, STORE-REPLICAS,
SUPERSUPER7, TIKTAK.SHOP,
TIMBE.OUTLET, TREEDEAL,
UNISTORE2014, UWORLDBUYING,
VIDALI_6, VOGUETECH,
WONDER4SHOPPING, WUQIN18,
WUZHIANG19950, WWHOP, XD-
SMARTSHOP, YAJIE1956,
YOUR_BEST_SELECTION, YSTORE4U,
ZENGNIAN547-8, ZHANGQS-1 and
ZXH1975,

Defendants

Upon the accompanying Affidavit of Brienne Scully in support of Plaintiff's application for an Order to Show Cause Why Default Judgment and a Permanent Injunction Should not be Entered Against Defaulting Defendants (the "Affidavit"), the Certificate of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in this action, and upon all other pleadings and papers on file in this Action, it is hereby:

ORDERED that Defendants 29shyans2012, 29v-dailyfu, 500-miles, aieasygo, alidecal, alwaysbest_uk, Amazshopp, americamazing, appleinthebox, azo-shop, batterypowermall, bc_emporium, be-makeup-2016, best4deals2013, buyhere4deals, car-multimedia-manufacturer, common-needs_989, cranklahras, cute*kiki, dailideal86, dbonsale, digibabyboy, dk888store2012, ehome-malltrade-zone, elmagico2018, emerald.empire.shop, everysale4u4, fashionseller9002, fashiontechod, for.beauty, foreverdeals106, fuuj6695, greatdeal335, haelo-0, happyending1920, harrynilson, hazeinas7, hezhihua2017, homefashionchoice, hongxiang6, huiwan2016, Imikimishop, inolite2016, jingchengfactory, jinle-zhan, jorden-shop2018, just-perfect-1840, kevinfang128, kingmost1115, king-selling, kj-store, kolorrainbow, lemon-best2012, liaojiangang145-2, lilly_better, liuyu_1, loyalty2017, luckjewelrystore, lucky-world15, markshopdeals, matan3333, medlife-store, metiktechnology, mixmixmixmix, myvenusshop77, nalantrade, ninadavis98, orighthere, papa-baby, pro-deal_5680, pupu888, roy_car, sawa-store2018, shuangfengshiye, smartopled, spear-8487, store-replicas, supersuper7, tiktak.shop, timbe.outlet, treeddeal, unistore2014, uworldbuying, vidali_6, vogueotech, wonder4shopping, wuqin18, wuzhiang19950, wwshop, xd-smartshop, yajie1956, your_best_selection, ystore4u, zengnian547-8, zhangqs-1 and zxh1975 (collectively, hereinafter referred to as "Defaulting Defendants") show cause before the Honorable Analise Torres, in Courtroom 15D of the United States District Court for the Southern District of New York, at 500 Pearl Street, New York, New York

on _____, 2018, at _____ .m., and show cause why an order should not be issued pursuant to Rule 55 of the Federal Rules of Civil Procedure for the entry of a default judgment against each Defaulting Defendant awarding Plaintiff permanent injunctive relief, the total sum of nine million nine hundred seventy-five thousand dollars (\$9,975,000.00) in statutory damages and post-judgment interest, and any other ancillary equitable relief as this Court may deem just and proper (“Show Cause Hearing”).

ORDERED that the service of a copy of this ORDER TO SHOW CAUSE and its supporting papers, including the Affidavit (collectively, the “OSC Papers”), shall be made on Defaulting Defendants by _____, 2018, and deemed effective as to all Defaulting Defendants if it is completed by the following means:

1. delivery of (i) PDF copies of the OSC Papers, or (ii) a link to a secure website (including Dropbox.com, NutStore.com a large mail link created through RPost.com and via website publication through a specific page dedicated to this Action accessible through ipcounselors.com) where each Defendant will be able to download PDF copies of the OSC Papers, to Defaulting Defendants’ e-mail addresses as identified by eBay pursuant to the July 11, 2018 Temporary Restraining Order.

ORDERED that opposing papers, if any, shall be filed with the Court and served on Plaintiff’s counsel on or before _____, 2018, by delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42nd Street, Suite 2520, New York, New York 10165, Attn: Jason M. Drangel. Plaintiff shall file any reply papers on or before _____, 2018.

If Defaulting Defendants fail to appear at the Show Cause Hearing or otherwise fail to file a response to this ORDER TO SHOW CAUSE, a default judgment will be entered against Defaulting Defendants.

SO ORDERED.

SIGNED this ____ day of _____, 2018, at _____ .m.
New York, New York

HON. ANALISA TORRES
UNITED STATES DISTRICT JUDGE

EXHIBIT F

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
Ideavillage Products Corp.

Plaintiff(s).

- against -

29shyans2012, et al.

Defendant(s),
-----X

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 9/12/18

18 Civ. 6266 (AT)

CLERK'S CERTIFICATE
OF DEFAULT

I, RUBY J. KRAJICK, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action was commenced on 7/11/18 with the filing of a summons and complaint, a copy of the summons and complaint was served on defendant(s) see Attachment A

by ~~personally~~ serving Defaulting Defendants by email pursuant to the Court's 7/11/18 Order on 7/17/18 and proof of service was therefore filed on 8/9/18, Doc. #(s) 20.

I further certify that the docket entries indicate that the defendant(s) has not filed an answer or otherwise moved with respect to the complaint herein. The default of the defendant(s) is/are hereby noted.

Dated: New York, New York

Sept 12, 2018

RUBY J. KRAJICK
Clerk of Court

By: kmargo
Deputy Clerk

29SHIYANS2012, 29V-DAILYFU, 500 Miles, ALIDECAL, ALWAYSBEST_UK, AMAZSHOPP, AMERICAMAZING, APPLEINTHEBOX, AZO-SHOP, BATTERYPOWERMALL, BC_EMPORIUM, BE-MAKEUP-2016, BEST4DEALS2013, BETTYMARKETTRADE2017, BUYHERE4DEALS, CAR-DVDGPS, CAR-MULTIMEDIA-MANUFACTURER, COMMON-NEEDS_989, CRANKLAHRAS, CUTE*KIKI, DAILIDEAL86, DBONSALE, DIGIBABYBOY, DK888STORE2012, DVDGPSMANUFACTURER, EHOME-MALLTRADEZONE, ELMAGICO2018, EMERALD.EMPIRE.SHOP, ENOUGHICLOUDS, EVERYSALE4U4, FASHIONSELLER9002, FASHIONTECHOD, FOR.BEAUTY, FOREVERDEALS106, FUUJ6695, GREATDEAL335, HAELO-0, HAPPYENDING1920, HARRYNILSON, HAZEINAS7, HEZHIIHUA2017, HOMEFASHIONCHOICE, HONGXIANG6, HUIWAN2016, IMIKIMISHOP, INOLITE2016, JINGCHENGFACTORY, JINLE-ZHAN, JORDEN-SHOP2018, JUST-PERFECT-1840, KEVINFANG128, KINGMOST1115, KINGSELLING, KJ-STORE, KOLORRAINBOW, LEMON-BEST2012, LIAOJIANGANG145-2, LILLY_BETTER, LIUYU_1, LOYALTY2017, LUCKJEWELRYSTORE, LUCKY-WORLD15, MARKSHOPDEALS, MATAN3333, MEDLIFE-STORE, METIKTECHNOLOGY, MIXMIXMIXMIX, MYVENUSSHOP77, NALANTRADE, NINADAVIS98, ORIGHTHERE, PAPA-BABY, PRODEAL_5680, PUPU888, ROY_CAR, SAWASTORE2018, SHUANGFENGSHIYE, SMARTOPLED, SPEAR-8487, STORE-REPLICAS, SUPERSUPER7, TIKTAK.SHOP, TIMBE.OUTLET, TREEDEAL, UNISTORE2014, UWORLDBUYING, VIDALI_6, VOGUETECH, WONDER4SHOPPING, WUQIN18, WUZHANG19950, WWIOP, XDSMARTSHOP, YAJIE1956, YOUR_BEST_SELECTION, YSTORE4U, ZENGNIAN547-8, ZHANGQS-1 and ZXII1975

EXHIBIT G

DEFAULTING DEFENDANT	NUMBER OF SALES OF COUNTERFEIT PRODUCTS BASED UPON EBAY'S DISCOVERY RESPONSES	DEFAULTING DEFENDANT'S WRONGFUL USE OF PLAINTIFF'S INTELLECTUAL PROPERTY	REQUESTED STATUTORY DAMAGES
500-miles	95	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
alwaysbest_uk	44	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
amazshopp	75	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
americamazing	4	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
azo-shop	8	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
batterypowermall	1	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
bc_emporium	12	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
common-needs_989	4	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
cranklahras	22	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
cute*kiki	18	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
dbonsale	16	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00

elmagico2018	9	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
everysale4u4	33	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
for.beauty	42	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
foreverdeals106	9	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
greatdeal335	0	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
haelo-0	4	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
harrynilson	5	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
hazeinas7	18	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
hezhihua2017	33	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
homefashionchoice	32	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
imikimishop	4	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
inolite2016	85	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
jingchengfactory	4	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00

jinle-zhan	3	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
jorden-shop2018	56	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
just-perfect-1840	73	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
kingmost1115	39	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
kj-store	10	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
kolorrainbow	1	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
liaojiangang145-2	3	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
liuyu_1	12	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
loyalty2017	20	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
markshopdeals	9	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
matan3333	10	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
medlife-store	8	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00

metiktechnology	6	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
mixmixmixmix	5	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
myvenusshop77	53	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
nalantrade	2	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
ninadavis98	32	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
pro-deal_5680	16	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
pupu888	44	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
roy_car	2	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
sawa-store2018	11	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
spear-8487	6	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
store-replicas	6	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00

supersuper7	48	used images of Plaintiffs' registered Touch Works and used one (1) of Plaintiffs' registered Touch Marks in description of Counterfeit Product	\$50,000.00
tiktak.shop	5	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00
timbe.outlet	13	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
treeddeal	14	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
unistore2014	27	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
vidali_6	8	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
voguetech	5	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
wonder4shopping	77	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
wuqin18	31	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
wuzhiang19950	14	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
yajie1956	5	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
ystore4u	0	used one (1) of Plaintiffs' registered Touch Marks	\$50,000.00

zengnian547-8	1	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
zhangqs-1	12	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
zxh1975	42	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$50,000.00
29shyans2012	233	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
aieasygo	119	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
alidecal	140	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
best4deals2013	154	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
car-multimedia-manufacturer	112	used one (1) of Plaintiffs' registered Touch Marks	\$75,000.00
dailideal86	144	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
digibabyboy	235	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
dk888store2012	239	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
ehome-malltrade-zone	102	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00

emerald.empire.shop	212	used one (1) of Plaintiffs' registered Touch Marks	\$75,000.00
hongxiang6	101	used one (1) of Plaintiffs' registered Touch Marks	\$75,000.00
huiwan2016	219	used one (1) of Plaintiffs' registered Touch Marks	\$75,000.00
kevinfang128	212	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
lilly_better	147	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
luckjewelystore	229	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
papa-baby	139	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$75,000.00
shuangfengshiye	237	used one (1) of Plaintiffs' registered Touch Marks	\$75,000.00
appleinthebox	343	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$150,000.00
fashiontechod	344	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$150,000.00
fuuj6695	354	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$150,000.00
happyending1920	496	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$150,000.00
king-selling	269	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$150,000.00

uworldbuying	410	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$150,000.00
xd-smartshop	500	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$150,000.00
29v-dailyfu	530	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$300,000.00
be-makeup-2016	617	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$300,000.00
buyhere4deals	510	used images of Plaintiffs' registered Touch Works and used one (1) of Plaintiffs' registered Touch Marks in description of Counterfeit Product	\$300,000.00
fashionseller9002	680	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$300,000.00
lucky-world15	788	used one (1) of Plaintiffs' registered Touch Marks	\$300,000.00
smartopled	756	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$300,000.00
lemon-best2012	1,471	used one (1) of Plaintiffs' registered Touch Marks	\$500,000.00
wwhop	1,432	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$500,000.00
your_best_selection	3,050	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$750,000.00
orighthere	7,057	used one (1) of Plaintiffs' registered Touch Marks and images of Plaintiffs' registered Touch Works	\$1,000,000.00

EXHIBIT H

JUDGE TORRES

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 Attorneys for Plaintiff
 Ideavillage Products Corp.

18 CV 6266

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IDEAVILLAGE PRODUCTS CORP.
 Plaintiff

v.

29SHYANS2012, 29V-DAILYFU, 500-MILES,
 AIEASYGO, ALIDECAL,
 ALWAYSBEST_UK, AMAZSHOPP,
 AMERICAMAZING, APPLEINTHEBOX,
 AZO-SHOP, BATTERYPOWERMALL,
 BC_EMPORIUM, BE-MAKEUP-2016,
 BEST4DEALS2013, BETTYMARKET-
 TRADE2017, BUYHERE4DEALS, CAR-DVD-
 GPS, CAR-MULTIMEDIA-
 MANUFACTURER, COMMON-NEEDS_989,
 CRANKLAHRAS, CUTE*KIKI,
 DAILIDEAL86, DBONSALE,
 DELUXEBEAUTYDEALS, DIGIBABYBOY,
 DK888STORE2012, DVDGPS-
 MANUFACTURER, EHOME-MALLTRADE-
 ZONE, ELMAGICO2018,
 EMERALD.EMPIRE.SHOP,
 ENOUGHCLOUDS, EVERYSALE4U4,
 FASHIONSELLER9002, FASHIONTECHOD,
 IXCRAKED, FOR.BEAUTY,
 FOREVERDEALS106, FUUJ6695,
 GREATDEAL335, HAELO-0,
 HAPPYENDING1920, HARRYNILSON,
 HAZEINAS7, HEZHIIHUA2017,
 HOMEFASHIONCHOICE, HONGXIANG6,

CIVIL ACTION No. ____

COMPLAINT

Jury Trial Requested

FILED UNDER SEAL

HUIWAN2016, IMIKIMISHOP, INOLITE2016,
JINGCHENGFACTORY, JINLE-ZHAN,
JORDEN-SHOP2018, JUST-PERFECT-1840,
KEVINFANG128, KINGMOST1115, KING-
SELLING, KJ-STORE, KOLORRAINBOW,
LEMON-BEST2012, LIAOJIANGANG145-2,
LILLY_BETTER, LIUYU_1, LOYALTY2017,
LUCKJEWELRYSTORE, LUCKY-WORLD15,
MARKSHOPDEALS, MATAN3333,
MEDLIFE-STORE, METIKTECHNOLOGY,
MIXMIXMIXMIX, MYVENUSSHOP77,
NALANTRADE, NINADAVIS98,
ORIGHTHERE, PAPA-BABY, PRO-
DEAL_5680, PUPU888, ROY_CAR, SAWA-
STORE2018, SEYCHELLES_US02,
SHUANGFENGSHIYE, SMARTOPLED,
SPEAR-8487, STORE-REPLICAS,
SUPERSUPER7, TIKTAK.SHOP,
TIMBE.OUTLET, TREEDEAL,
UNISTORE2014, UWORLDBUYING,
VIDALI_6, VOGUETECH,
WONDER4SHOPPING, WUQIN18,
WUZHANG19950, WWHOP, XD-
SMARTSHOP, YAJIE1956,
YOUR_BEST_SELECTION, YSTORE4U,
ZENGNIAN547-8, ZHANGQS-1 and ZXH1975,
Defendants

Plaintiff, Ideavillage Products Corp. (“Ideavillage” or “Plaintiff”), by and through its undersigned counsel, alleges as follows:

NATURE OF THE ACTION

This action involves claims for trademark infringement of Plaintiff’s federally registered trademarks in violation of § 32 of the Federal Trademark (Lanham) Act, 15 U.S.C. §§ 1051 *et seq.*; counterfeiting of Plaintiff’s federally registered trademarks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c); false designation of origin, passing off and unfair competition in violation of Section 43(a) of the Trademark Act of 1946, as amended (15 U.S.C. §1125(a)); copyright infringement of Plaintiff’s federally registered copyrights in violation of the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.* and related state and common law claims (the “Action”), arising from Defendants 29shyans2012, 29v-dailyfu, 500-miles, aieasygo, alidecal, alwaysbest_uk, amazshopp, americamazing, appleinthebox, azo-shop, batterypowermall, bc_emporium, be-makeup-2016, best4deals2013, bettymarket-trade2017, buyhere4deals, car-dvd-gps, car-multimedia-manufacturer, common-needs_989, cranklahras, cute*kiki, dailideal86, dbonsale, deluxebeautydeals, digibabyboy, dk888store2012, dvdgps-manufacturer, ehome-malltrade-zone, elmagico2018, emerald.empire.shop, enoughclouds, everysale4u4, fashionseller9002, fashiontechod, ixcracked, for.beauty, foreverdeals106, fuuj6695, greatdeal335, haelo-0, happyending1920, harrynilson, hazeinas7, hezhihua2017, homefashionchoice, hongxiang6, huiwan2016, imikimishop, inolite2016, jingchengfactory, jinle-zhan, jorden-shop2018, just-perfect-1840, kevinfang128, kingmost1115, king-selling, kj-store, kolorrainbow, lemon-best2012, liaojiangang145-2, lilly_better, liuyu_1, loyalty2017, luckjewelrystore, lucky-world15, markshopdeals, matan3333, medlife-store, metiktechnology, mixmixmixmix, myvenusshop77, nalantrade, ninadavis98, orighthere, papa-baby, pro-deal_5680, pupu888, roy_car, sawa-store2018, seychelles_us02, shuangfengshiye, smartoped,

spear-8487, store-replicas, supersuper7, tiktak.shop, timbe.outlet, treedeal, unistore2014, uworldbuying, vidali_6, vogueotech, wonder4shopping, wuqin18, wuzhiang19950, wwshop, xd-smartshop, yajie1956, your_best_selection, ystore4u, zengnian547-8, zhangqs-1 and zxh1975 (hereinafter collectively referred to as “Defendants” or individually as “Defendant”) infringement of the Touch Marks (as defined *infra*) and Touch Works (as defined *infra*), including, without limitation, by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling unlicensed, counterfeit and infringing versions of Plaintiff’s Touch Products (as defined *infra*).

JURISDICTION AND VENUE

1. This Court has federal subject matter jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as pursuant to 15 U.S.C. § 1121 as an action arising out of violations of the Lanham Act, 15 U.S.C. §§ 1051 *et seq.* and the Copyright Act, 17 U.S.C. §§ 101 *et seq.*; pursuant to 28 U.S.C. §1338(b) as an action arising out of claims for false designation of origin and unfair competition and pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum of seventy-five thousand dollars. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §§1367(a), as the claims asserted thereunder are so closely related to the federal claims brought in this Action as to form part of the same case or controversy.

2. Personal jurisdiction exists over Defendants in this judicial district pursuant to N.Y.C.P.L.R. § 302(a)(1) and N.Y.C.P.L.R. § 302(a)(3), or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact and/or solicit business in New York and in this judicial district, and/or derive substantial revenue from their business transactions in New York and in this judicial district and/or otherwise avail themselves of the privileges and protections of the laws of the State of New York such that this

Court's assertion of jurisdiction over Defendants does not offend traditional notions of fair play and due process, and/or Defendants' illegal counterfeiting and infringing actions caused injury to Plaintiff in New York and in this judicial district such that Defendants should reasonably expect such actions to have consequences in New York and in this judicial district, for example:

- a. Upon information and belief, Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the U.S., including New York, through accounts with online marketplace platforms such as eBay (as defined *infra*) as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them ("User Accounts"), through which consumers in the U.S., including New York, can view one or more of Defendants' Merchant Storefronts (as defined *infra*) that each Defendant operates, uses to communicate with Defendants regarding their listings for Counterfeit Products (as defined *infra*) and to place orders for, receive invoices for and purchase Counterfeit Products for delivery in the U.S., including New York, as a means for establishing regular business with the U.S., including New York.
- b. Upon information and belief, Defendants are sophisticated sellers, each operating one or more commercial businesses using their respective User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert of participation with any of them, operate storefronts to manufacture, import, export, advertise, market, promote, distribute, offer for sale and/or otherwise deal in products, including the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents,

servants and all persons in active concert or participation with any of them (“Merchant Storefront(s)”) in wholesale quantities at significantly below-market prices to consumers worldwide, including to those in the U.S., and specifically New York.

- c. Upon information and belief, all Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to New York and specifically to the New York Address (as defined *infra*).
 - d. Upon information and belief, Defendants have transacted business with consumers located in the U.S., including New York, for the sale and shipment of Counterfeit Products.
 - e. Upon information and belief, Defendants are aware of Plaintiff, its Touch Products, Touch Works and Touch Marks, and are aware that their illegal counterfeiting and infringing actions alleged herein are likely to cause injury to Plaintiff in the United States and specifically, in New York and this judicial district.
3. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon information and belief, Defendants conduct, transact and/or solicit business in this judicial district.

THE PARTIES

4. Plaintiff Ideavillage Products Corp. is a New Jersey corporation, having a principal place of business at 155 Route 46 West, Wayne, NJ 07470.

5. Upon information and belief, Defendants are merchants on the eBay.com online marketplace platform, which, upon information and belief, is owned and operated by eBay Inc., a Delaware corporation with a principal place of business at 2025 Hamilton Avenue, San Jose, California 95125, through which Defendants offer for sale and/or sell Counterfeit Products.

GENERAL ALLEGATIONS

Plaintiff and Its Well-Known Touch Products

6. Plaintiff is a leading developer, producer, marketer, and distributor of quality, innovative consumer products. Plaintiff promotes and sells its products through national direct response television advertising commonly called “As Seen On TV” (“ASOTV”). Plaintiff also promotes and sells its ASOTV products at the retail level at well-known mass retail outlets, including, without limitation: Wal-Mart, Target Stores, Bed Bath & Beyond, Toys R Us, Rite-Aid, CVS and Walgreens; through catalog companies; online, through its own website and its retail customers’ websites; as well as through a network of international distributors, among other channels of trade.

7. Plaintiff is among the most well-known, well-respected sources of many of the most popular and most successful ASOTV products sold in the U.S.

8. One of Plaintiff’s most popular and successful product brands is a line of personal hair removal tools, marketed and sold under Ideavillage’s distinct Touch brand, namely, FINISHING TOUCH, MICROTOUCH, FINISHING TOUCH FLAWLESS, YES! BY FINISHING TOUCH and MICROTOUCH TOUGH BLADE, among others (“Touch Products”).

9. The Touch Products have achieved great success since their initial introduction.

10. While Ideavillage has gained significant common law trademark and other rights in its Touch Products, through use, advertising, and promotion, Ideavillage has also protected its valuable rights by filing for and obtaining federal trademark registrations.

11. For example, Ideavillage is the owner of U.S. Trademark Registration No. 4,422,095 for the wordmark “FINISHING TOUCH” for goods in Class 8, U.S. Trademark Reg. No. 4,693,272 for the wordmark “YES! BY FINISHING TOUCH” for goods in Class 8, U.S. Trademark Registration No. 5,318,698 for the wordmark “FLAWLESS” for goods in Class 8, U.S.

Trademark Registration No. 5,391,994 for the wordmark “FLAWLESS” for goods in Class 8, U.S. Trademark Registration No. 5,325,690 for the wordmark “FINISHING TOUCH FLAWLESS” for goods in Class 8, U.S. Trademark Registration No. 2,884,308 for the wordmark “MICROTOUCH” for goods in Class 8, U.S. Trademark Registration No. 4,183,150 for the wordmark “MICROTOUCH MAX” for goods in Class 8, U.S. Trademark Registration No. 4,937,115 for the wordmark “MICROTOUCH ONE” for goods in Class 8, U.S. Trademark Registration No. 4,582,646 for the wordmark “MICROTOUCH SWITCHBLADE” for goods in Class 8 and U.S. Trademark Registration No. 4,749,480 for the wordmark “TOUGHBLADE” for goods in Class 8 (hereinafter collectively referred to as the “Touch Marks”). True and correct copies of the certificates of registration for the Touch Marks are attached hereto as **Exhibit A** and incorporated herein by reference.

12. The Touch Marks are currently in use in commerce in connection with the Touch Products. The Touch Marks were first used in commerce on or before the dates of first use as reflected in the registration certificates attached hereto as Exhibit A.

13. In addition, Plaintiff is also the owner of both registered and unregistered copyrights in and related to the Touch Products.

14. For example, Plaintiff is the owner of U.S. Copyright Reg. PA 2-055-361, covering the Finishing Touch Flawless Commercial, U.S. Copyright Reg. VA 2-082-167, covering the Finishing Touch Flawless Website, U.S. Copyright Reg. VA 1-898-348, covering the Yes! by Finishing Touch Website, U.S. Copyright Reg. VA 1-892-726, covering the Microtouch One Packaging and Instructions, U.S. Copyright Reg. VA 2-000-168, covering the MicroTouch One Website, U.S. Copyright Reg. VA 2-000-181, covering the MicroTouch One Packaging Artwork, U.S. Copyright VAu 1-142-294, Microtouch Switchblade Packaging and Instructions and U.S. Copyright Reg. VA 1-945-485, covering the MicroTouch Tough Blade Packaging (collectively,

the “Touch Works”). True and correct copies of the U.S. Copyright registration certificates for the Touch Works are attached hereto as **Exhibit B** and incorporated herein by reference.

15. In addition to the channels described above, Ideavillage also markets the Touch Products on its own website, <https://www.ideavillage.com> (“Ideavillage Website”), as well as through its websites specific to the various Touch Products (“Touch Websites”) (the Ideavillage Website and the Touch Websites are hereinafter collectively referred to as, “Plaintiff’s Websites”).

16. The Touch Products typically retail for between \$10.00 - \$29.99.

17. Plaintiff has spent substantial time, money and effort in building up and developing consumer recognition, awareness and goodwill in its Touch Products, Touch Marks and Touch Works.

18. The success of the Touch Products is due in part to Plaintiff’s marketing and promotional efforts. These efforts include advertising and promotion through television, Plaintiff’s Websites, retailer websites and other internet-based advertising, print, participation in trade shows, among other efforts domestically and abroad.

19. Plaintiff’s success is also due to its use of the highest quality materials and processes in making the Touch Products.

20. Additionally, Plaintiff owes a substantial amount of the success of the Touch Products to its consumers, and word of mouth buzz that its consumers have generated.

21. As a result of Plaintiff’s efforts, the quality of Plaintiff’s products, and the word-of-mouth buzz generated by its consumers, the Touch Marks, Touch Works and Touch Products have become prominently placed in the minds of the public. Members of the public have become familiar with Plaintiff’s Touch Marks, Touch Works and Touch Products, and have come to associate them exclusively with Plaintiff. Plaintiff has acquired a valuable reputation and goodwill among the public as a result of such association.

22. Plaintiff has gone through great lengths to protect its interests to the Touch Products, Touch Marks and Touch Works. No one other than Plaintiff is authorized to manufacture, import, export, advertise, offer for sale, or sell any goods utilizing the Touch Marks or Touch Works without the express permission of Plaintiff.

eBay and Defendants' User Accounts

23. eBay.com is an online marketplace and e-commerce platform that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale and/or sell in what it characterizes as either auction-style or fixed-price formats and ship their retail products originating from China,¹ among other locations, directly to consumers worldwide and specifically those residing in the U.S., including New York (hereinafter, "eBay").

24. A significant number of third-party merchants that have User Accounts with and operate Merchant Storefronts on eBay, like Defendants, are located in China.² Of the top third-party merchants selling on eBay, 85% are based in China or Hong Kong.³ Currently, eBay claims that it has a base of 25 million third-party merchants and 168 million active buyers.⁴ Over the past 20 years, eBay has become one of the most popular e-commerce platforms in the world, currently placing it as the sixth most popular website in the U.S.⁵ At any given time, eBay contains some 100 million listings and more than 6 million new listings are posted on it daily.⁶

25. eBay aggressively uses the internet, including Facebook, Tumblr, Twitter and Instagram, to market itself and the products offered for sale and/or sold by its third-party merchant

¹ See Andy Goldman, *The World's Top eBay Sellers*, WEBRETAILER (Sept. 18, 2017), <https://www.webretailer.com/lean-commerce/worlds-top-ebay-sellers/>.

² See *id.*

³ See *id.*

⁴ See Michael Guta, *There are 168 Million Active Buyers on eBay Right Now (INFOGRAPHIC)*, SMALL BUSINESS TRENDS (Mar. 23, 2018), <https://smallbiztrends.com/2018/03/ebay-statistics-march-2018.html>.

⁵ See *id.*

⁶ See *Tiffany (NJ) Inc. v. eBay Inc.*, 600 F.3d 93 (2d Cir. 2010).

users to potential consumers, particularly those in the U.S.⁷ For example, 10% of the traffic eBay sends from its Facebook page to eBay.com converts into bids and/or purchases.

26. As recently addressed in news reports⁸ and as reflected in the federal lawsuits filed against third-party merchants offering for sale and selling infringing and/or counterfeit products on eBay,⁹ an astronomical number of counterfeit and infringing products are offered for sale and sold on eBay at a rampant rate.¹⁰ For example, a consumer watchdog organization found that eBay¹¹ accounts for 61% of the 25 million counterfeit products that the organization has removed from various e-commerce platforms, including Amazon, Alibaba/AliExpress and Walmart.¹² eBay spends approximately \$5 million per year to attempt to alleviate its counterfeiting issues.¹³

27. Defendants are individuals and/or businesses, who, upon information and belief, are located in China but conduct business in the U.S. and other countries by means of their User Accounts and Merchant Storefronts on eBay as well as potential yet undiscovered additional online marketplace platforms.

28. Through their Merchant Storefronts, Defendants offer for sale and/or sell consumer

⁷ See Christopher Ratcliff, *How eBay uses social media: Tumblr, Twitter and Instagram*, ECONSULTANCY (Jan. 22, 2015), <https://econsultancy.com/blog/66000-how-ebay-uses-social-media-tumblr-twitter-and-instagram>.

⁸ See *10 WAYS IN WHICH EBAY IS DRIVING SALES THROUGH SOCIAL MEDIA*, INTERNET OF THINGS EVENTS, <https://www.iotevents.org/10-ways-in-which-ebay-is-driving-sales-through-social-media/>.

⁹ See Andi Sykes, *Specialized Wages Ware on Counterfeiters* (Dec. 9, 2016), <http://singletrackworld.com/2016/12/specialized-wages-war-on-counterfeiters/>.

¹⁰ See, e.g., *Cartier Int'l A.G. v. Replicapaneraiwatches*, 2018 U.S. Dist. LEXIS 8190, Case No. 17-62401-CIV-MOORE/SNOW (S.D. Fla. Jan. 17, 2018); *Gucci Am., Inc. v. BerryArt*, 2016 U.S. Dist. LEXIS 190557, Case No. 16-60771-CIV-WILLIAMS (S.D. Fla. May 12, 2016) and *Michael Kors L.L.C. v. Alwaysmylove*, 2016 U.S. Dist. LEXIS 190599, Case No. 16-CIV-60011-DIMITROULEAS/SNOW (S.D. Fla. Feb. 3, 2016).

¹¹ See Christina Warren, *Ebay Is Finally Doing Something About Counterfeit Goods*, GIZMODO (Jan. 12, 2017), <https://gizmodo.com/ebay-is-finally-doing-something-about-counterfeit-goods-1791138822>; see also United States Government Accountability Office, Report to the Chairman, Committee on Finance, U.S. Senate, Intellectual Property: Agencies Can Improve Efforts to Address Risks Posed by Changing Counterfeits Market (2018) and *eBay, Amazon Cracking Down on Counterfeit Goods Sold on their Sites*, WSB Radio (Mar. 5, 2018), <https://www.wsbradio.com/video/local-video/ebay-amazon-cracking-down-counterfeit-goods-sold-their-sites/wSlkAYC27NEnMp61rRpKaJ/> (discussing an undercover study by the United States Government Accountability Office which found that nearly half of the products bought from third party sellers on Amazon and eBay were fake).

¹² See Ben Unglesbee, *Can Amazon and its marketplace rivals fix their counterfeits problem?*, RETAIL DIVE (April 9, 2018), <https://www.retaildive.com/news/can-amazon-and-its-marketplace-rivals-fix-their-counterfeits-problem/520301/>; see also THE COUNTERFEIT REPORT, <https://www.thecounterfeitreport.com/>.

¹³ See Declan McCullagh, *eBay wins counterfeit-sales suit filed by Tiffany*, CNET (July 15, 2008), <https://www.cnet.com/news/ebay-wins-counterfeit-sales-suit-filed-by-tiffany>.

products, including Counterfeit Products, and target and ship such products to customers located in the U.S., including New York, and throughout the world.

Defendants' Wrongful and Infringing Conduct

29. Particularly in light of Plaintiff's success with its popular ASOTV products, as well as the reputation it has gained, Plaintiff and its Touch Products have become targets for unscrupulous individuals and entities who wish to take capitalize on the goodwill, reputation and fame Plaintiff has amassed in its Touch Products, Touch Marks and the works embodied in the Touch Works, and Plaintiff investigates and enforces against such activities.

30. As part of these efforts, Plaintiff retained New Alchemy Limited ("NAL"), a company that provides trademark infringement research services, to investigate and research manufacturers, wholesalers, retailers and/or other merchants offering for sale and/or selling Counterfeit Products on eBay.

31. Through NAL's investigative and enforcement efforts, Plaintiff learned of Defendants' actions which vary and include, but are not limited to: manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling products bearing or used in connection with the Touch Marks and/or Touch Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Touch Marks and/or Touch Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Touch Marks and/or Touch Works and/or products that are identical or confusingly or substantially similar to the Touch Products (collectively referred to as, "Infringing Product(s)" or "Counterfeit Product(s)") to U.S. consumers, including those located in the state of New York, through Defendants' User Accounts and Merchant Storefronts. Printouts of listings for Counterfeit Products from Defendants' User Accounts and Merchant Storefronts are included in **Exhibit C** attached hereto and incorporated herein by reference.

32. Defendants are not, and have never been, authorized by Plaintiff or any of its authorized agents to copy, manufacture, import, export, advertise, distribute, offer for sale or sell the Touch Products or to use the Touch Works and Touch Marks, or any marks or artwork that are confusingly or substantially similar to the Touch Works or Touch Marks.

33. Defendants' Counterfeit Products are nearly indistinguishable from Ideavillage's Touch Products, only with minor variations that no ordinary consumer would recognize.

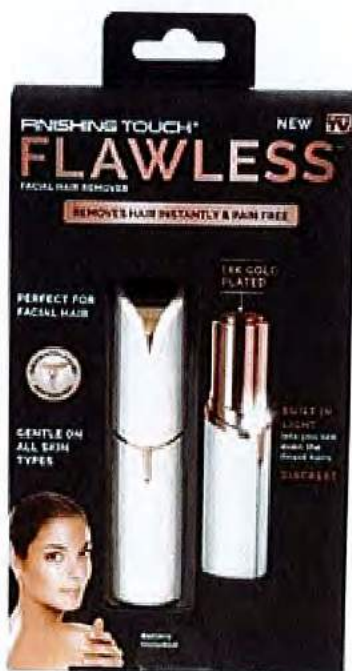
34. During its investigation, NAL identified Defendants as offering for sale and/or selling Counterfeit Products and specified a shipping address located in New York ("the New York Address") and verified that each Defendant provides shipping to the New York Address. Printouts of the checkout pages for the Counterfeit Products and pages from Defendants' Merchant Storefronts reflecting that the Defendants ship the Counterfeit Products to the New York Address are included in **Exhibit C** attached hereto and incorporated herein by reference.

35. NAL confirmed that each Defendant was and/or is still currently offering for sale and/or selling Counterfeit Products through their respective Merchant Storefronts, accepting payment for such Counterfeit Products in U.S. Dollars through eBay's own payment processing services ("eBay Payment System"), or through accounts with the payment processing agency PayPal, Inc. ("PayPal"), and that each Defendant provides shipping and/or has actually shipped Counterfeit Products to the U.S., including to customers located in New York. NAL's findings are supported by Defendants' listings for Counterfeit Products and/or the checkout pages for the Counterfeit Products, which are included in **Exhibit C** attached hereto and incorporated herein by reference.

36. For example, below on the left is an image of one of Plaintiff's Touch Products, which typically retails for \$19.99. Depicted below on the right is a listing for Defendant fixcracked's Counterfeit Product ("fixcracked Infringing Listing" and "fixcracked Counterfeit

Product,” respectively). The fixcracked Infringing Listing appears on Defendant fixcracked’s Merchant Storefront, <https://www.ebay.com/itm/Flawless-Facial-Hair-Removal-for-Women-Hair-Remover-on-Upper-Lip-Chin-Cheeks-/263514474384>, and offers the fixcracked Counterfeit Product for \$8.39 per item, using, featuring and/or incorporating one or more of the Touch Marks, the Touch Works, and/or confusingly or substantially similar marks or artwork in the listing title “**Flawless** Facial Hair Removal for Women, Hair Remover on Upper Lip Chin Cheeks” (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the fixcracked Counterfeit Product is virtually identical to one of the Touch Products and features and/or incorporates one or more of the Touch Works and Touch Marks. There is no question that the fixcracked Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiff’s Touch Products or that the fixcracked Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Touch Works and Touch Marks:

Touch Product



fixcracked Infringing Listing



37. By way of another example, below on the left is an image of one of Plaintiff's Touch Products, which retails for \$19.99. Depicted below on the right is the listing for a Counterfeit Product offered for sale and/or sold by Defendant inolite2016 ("inolite2016 Infringing Listing" and "inolite2016 Counterfeit Product," respectively). The inolite2016 Infringing Listing appears on Defendant inolite2016's Merchant Storefront, <https://www.ebay.com/itm/Womens-Painless-Hair-Removal-Facial-Face-Body-Flawless-Remover-Trimmer-Shaver/282861318559>, and offers the inolite2016 Counterfeit Product for \$6.64 per item, using, featuring and/or incorporating one or more of the Touch Marks, the Touch Works, and/or confusingly or substantially similar marks or artwork in the listing title "Women's Painless Hair Removal Facial Face Body **Flawless** Remover Trimmer Shaver" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the inolite2016 Counterfeit Product is virtually identical to one of Plaintiff's Touch Products and features and/or incorporates one or more of the Touch Works and Touch Marks. There is no question that the inolite2016 Counterfeit Product is designed to confuse and mislead consumers into believing that they are purchasing one of Plaintiff's Touch Products or that the inolite2016 Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Touch Works and Touch Marks:

Touch Productinolite2016 Infringing Listing

38. As another example, below on the left is an image of one of Plaintiff's Touch Products, which typically retails for \$19.99. Depicted below on the right is the listing for a Counterfeit Product offered for sale and/or sold by Defendant unistore2014 ("unistore2014 Infringing Listing" and "unistore2014 Counterfeit Product," respectively). The unistore2014 Infringing Listing appears on Defendant unistore2014's Merchant Storefront, <https://www.ebay.com/itm/Finishing-Touch-Flawless-Womens-Painless-Face-Facial-Hair-Remover-Stick-Design/322866373645>, and offers the unistore2014 Counterfeit Product for \$9.98 per item, using, featuring and/or incorporating one or more of the Touch Marks, the Touch Works, and/or confusingly or substantially similar marks or artwork in the listing title "**Finishing Touch Flawless** Women's Painless Face Facial Hair Remover Stick-Design" (emphasis added) and in the descriptions and/or product images in the body of the listing. Further, the unistore2014 Counterfeit Product is virtually identical to one of Plaintiff's Touch Products and features and/or incorporates one or more of the Touch Works and Touch Marks. There is no question that the unistore2014 Counterfeit Product is designed to confuse and mislead consumers into believing that they are

purchasing one of Plaintiff's Touch Products or that the bliss Counterfeit Product is otherwise approved by or sourced from Plaintiff, thereby trading off of the goodwill and reputation of Plaintiff by engaging in the unauthorized use of the Touch Works and Touch Marks:

Touch Product



unistore2014 Infringing Listing



39. By these dealings in Counterfeit Products (including, without limitation, copying, manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Counterfeit Products), Defendants violated Plaintiff's exclusive rights in the Touch Works and Touch Marks, and have used marks, images and artwork that are confusingly and/or substantially similar to, identical to and/or constitute counterfeiting and/or infringement of the Touch Works and Touch Marks in order to confuse consumers into believing that such Counterfeit Products are Touch Products and aid in the promotion and sales of their Counterfeit Products. Defendants' conduct began long after Plaintiff's adoption and use of the Touch Works and Touch Marks, after Plaintiff obtained the federal registrations in the Touch Works and Touch Marks, as alleged above, and after Plaintiff's Touch Products, Touch Works and Touch Marks became well-known to the purchasing public.

40. Prior to and contemporaneous with their counterfeiting and infringing actions alleged herein, Defendants had knowledge of Plaintiff's ownership of the Touch Works and Touch Marks, of the fame and incalculable goodwill associated therewith and of the popularity and success of the Touch Products, and in bad faith adopted the Touch Works and Touch Marks.

41. Defendants have been engaging in the illegal counterfeiting and infringing actions, as alleged herein, knowingly and intentionally, or with reckless disregard or willful blindness to Plaintiff's rights, or in bad faith, for the purpose of trading on the goodwill and reputation of Plaintiff, the Touch Marks, Touch Works and Touch Products.

42. Defendants' dealings in Counterfeit Products, as alleged herein, has caused, and will continue to cause confusion, mistake, economic loss, and has, and will continue to deceive consumers, the public and the trade with respect to the source or origin of Defendants' Counterfeit Products, thereby causing consumers to erroneously believe that such Counterfeit Products are licensed by or otherwise associated with Plaintiff, thereby damaging Plaintiff.

43. By engaging in these actions, Defendants have, jointly and severally, among other things, willfully and in bad faith committed the following, all of which have and will continue to cause irreparable harm to Plaintiff: infringed and counterfeited the Touch Marks, infringed the Touch Works, committed unfair competition and unfairly and unjustly profited from such activities at Plaintiff's expense.

44. Unless enjoined, Defendants will continue to cause irreparable harm to Plaintiff.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**(Trademark Counterfeiting Under Sections 32, 34, and 35 of the Lanham Act,
15 U.S.C. §§ 1114(1)(b), 1116(d), and 1117(b)-(c))**

45. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

46. Plaintiff is the exclusive owner of all right and title to the Touch Marks.

47. Plaintiff has continuously used the Touch Marks in interstate commerce since on or before the date of first use as reflected in the registrations attached hereto as **Exhibit A**.

48. Without Plaintiff's authorization or consent, with knowledge of Plaintiff's well-known and prior rights in its Touch Marks and with knowledge that Defendants' Counterfeit Products bear counterfeit marks, Defendants intentionally reproduced, copied and/or colorably imitated the Touch Marks and/or used spurious designations that are identical with, or substantially indistinguishable from, the Touch Marks on or in connection with the manufacturing, import, export, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products.

49. Defendants have manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold their Counterfeit Products to the purchasing public in direct competition with Plaintiff, in or affecting interstate commerce, and/or have acted with reckless disregard of Plaintiff's rights in and to the Touch Marks through their participation in such activities.

50. Defendants have applied their reproductions, counterfeits, copies and colorable imitations of the Touch Marks to packaging, point-of-purchase materials, promotions and/or advertisements intended to be used in commerce upon, or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Defendants' Counterfeit Products, which is likely to cause confusion, mistake, and deception among the general purchasing public as to the origin of the Counterfeit Products, and is likely to deceive consumers, the public and the trade into believing that the Counterfeit Products sold by Defendants originate from, are associated with or are otherwise authorized by Plaintiff, thereby making substantial profits and gains to which they are not entitled in law or equity.

51. Defendants' unauthorized use of the Touch Marks on or in connection with the Counterfeit Products was done with notice and full knowledge that such use was not authorized or licensed by Plaintiff or its authorized agents and with deliberate intent to unfairly benefit from the incalculable goodwill inherent in the Touch Marks.

52. Defendants' actions constitute willful counterfeiting of the Touch Marks in violation of 15 U.S.C. §§ 1114(1)(a)-(b), 1116(d) and 1117(b)-(c).

53. As a direct and proximate result of Defendants' illegal actions alleged herein, Defendants have caused substantial monetary loss and irreparable injury and damage to Plaintiff, its business, its reputation and its valuable rights in and to the Touch Marks and the goodwill associated therewith, in an amount as yet unknown, but to be determined at trial, for which Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and its valuable Touch Marks.

54. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions, as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, treble damages and/or statutory damages of up to \$2,000,000 per counterfeit mark per type of goods sold, offered for sale or distributed and reasonable attorneys' fees and costs.

**SECOND CAUSE OF ACTION
(Infringement of Registered Trademarks)
[115 U.S.C. § 1114/Lanham Act § 32(a)]**

55. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

56. Plaintiff has continuously used the Touch Marks in interstate commerce since on

or before the date of first use as reflected in the registration certificates attached hereto as **Exhibit A**.

57. Plaintiff, as owner of all right, title and interest in and to the Touch Marks, have standing to maintain an action for trademark infringement under 15 U.S.C. § 1114.

58. Defendants were, at the time they engaged in their actions as alleged herein, actually aware that Plaintiff is the owner of the federal trademark registrations for the Touch Marks.

59. Defendants did not seek and thus inherently failed to obtain consent or authorization from Plaintiff, as the registered trademark owner of the Touch Marks, to deal in and commercially manufacture, import, export, advertise, market, promote, distribute, display, retail, offer for sale and/or sell Touch Products and/or related products bearing the Touch Marks into the stream of commerce.

60. Defendants knowingly and intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale and/or sold Counterfeit Products, bearing and/or utilizing marks that are reproductions, counterfeits, copies and/or colorable imitations of the Touch Marks and/or which are identical or confusingly similar to the Touch Marks.

61. Defendants knowingly and intentionally reproduced, copied and colorably imitated the Touch Marks and applied such reproductions, copies or colorable imitations to packaging, wrappers, receptacles, online listings and/or advertisements used in commerce upon, or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Defendants' Counterfeit Products.

62. Defendants were, at the time they engaged in their illegal and infringing actions as alleged herein, actually aware that Plaintiff is the owner of all rights in and to the Touch Marks.

63. Defendants' egregious and intentional use of the Touch Marks in commerce on or

in connection with Defendants' Counterfeit Products has caused, and is likely to continue to cause, actual confusion and mistake, and has deceived, and is likely to continue to deceive, the general purchasing public as to the source or origin of the Counterfeit Products, and is likely to deceive the public into believing that Defendants' Counterfeit Products are Plaintiff's Touch Products or are otherwise associated with, or authorized by, Plaintiff.

64. Defendants' actions have been deliberate and committed with knowledge of Plaintiff's rights and goodwill in the Touch Marks, as well as with bad faith and the intent to cause confusion, mistake and deception.

65. Defendants' continued, knowing, and intentional use of the Touch Marks without Plaintiff's consent or authorization constitutes intentional infringement of Plaintiff's federally registered Touch Marks in violation of §32 of the Lanham Act, 15 U.S.C. § 1114.

66. As a direct and proximate result of Defendants' illegal and infringing actions as alleged herein, Plaintiff has suffered substantial monetary loss and irreparable injury, loss and damage to its business and its valuable rights in and to the Touch Marks and the goodwill associated therewith in an amount as yet unknown, but to be determined at trial, for which Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff and the valuable Touch Marks.

67. Based on Defendants' actions as alleged herein, Plaintiff is entitled to injunctive relief, damages for the irreparable harm that Plaintiff has sustained, and will sustain, as a result of Defendants' unlawful and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages, as well as other remedies provided by 15 U.S.C. §§ 1116, 1117, and 1118, and reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
(False Designation of Origin, Passing Off & Unfair Competition)
[15 U.S.C. § 1125(a)/Lanham Act § 43(a)]

68. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

69. Plaintiff as the owner of all right, title and interest in and to the Touch Marks, have standing to maintain an action for false designation of origin and unfair competition under the Federal Trademark Statute, Lanham Act § 43(a) (15 U.S.C. § 1125).

70. The Touch Marks are inherently distinctive and/or have acquired distinctiveness.

71. Defendants knowingly and willfully used in commerce products and/or packaging designs that are identical or confusingly or substantially similar to, and constitute reproductions of the Touch Marks and Touch Works and affixed, applied and used false designations of origin and false and misleading descriptions and representations on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products with the intent to cause confusion, to cause mistake and to deceive the purchasing public into believing, in error, that Defendants' substandard Counterfeit Products are Touch Products or related products, and/or that Defendants' Counterfeit Products are authorized, sponsored, approved, endorsed or licensed by Plaintiff and/or that Defendants are affiliated, connected or associated with Plaintiff, thereby creating a likelihood of confusion by consumers as to the source of such Counterfeit Products, and allowing Defendants to capitalize on the goodwill associated with, and the consumer recognition of, the Touch Marks and Touch Works, to Defendants' substantial profit in blatant disregard of Plaintiff's rights.

72. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products that are identical to, confusingly similar to or which constitute colorable imitations of

Plaintiff's Touch Products using marks and/or artwork that is identical and/or confusingly or substantially similar to, or which constitute colorable imitations of the Touch Marks and Touch Works, Defendants have traded off the extensive goodwill of Plaintiff and its Touch Products and did in fact induce, and intend to, and will continue to induce customers to purchase Defendants' Counterfeit Products, thereby directly and unfairly competing with Plaintiff. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff and its Touch Marks, which Plaintiff has amassed through its nationwide marketing, advertising, sales and consumer recognition.

73. Defendants knew, or by the exercise of reasonable care should have known, that their adoption and commencement of and continuing use in commerce of marks and artwork that are identical or confusingly or substantially similar to and constitute reproductions of the Touch Marks and Touch Works would cause confusion, mistake or deception among purchasers, users and the public.

74. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion, to cause mistake and to deceive the purchasing public and with the intent to trade on the goodwill and reputation Plaintiff, its Touch Products, Touch Marks and Touch Works.

75. As a direct and proximate result of Defendants' aforementioned actions, Defendants have caused irreparable injury to Plaintiff by depriving Plaintiff of sales of its Touch Products and by depriving Plaintiff of the value of its Touch Marks and Touch Works as commercial assets in an amount as yet unknown, but to be determined at trial, for which it has no adequate remedy at law, and unless immediately restrained, Defendants will continue to cause substantial and irreparable injury to Plaintiff and the goodwill and reputation associated with the value of Touch Marks and Touch Works.

76. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief as well as monetary damages and other remedies as provided by the Lanham Act, including damages that Plaintiff has sustained and will sustain as a result of Defendants' illegal and infringing actions as alleged herein, and all gains, profits and advantages obtained by Defendants as a result thereof, enhanced discretionary damages and reasonable attorneys' fees and costs.

**FOURTH CAUSE OF ACTION
(Federal Copyright Infringement)
[17 U.S.C. § 501(a)]**

77. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

78. Plaintiff is the exclusive owner of the Touch Works.

79. Defendants had actual notice of Plaintiff's exclusive rights in and to the Touch Works.

80. Defendants did not attempt and therefore inherently failed to obtain Plaintiff's consent or authorization to use, manufacture, reproduce, copy, display, prepare derivative works of, distribute, sell, transfer, rent, perform and/or market Plaintiff's Touch Products and/or Touch Works.

81. Without permission, Defendants knowingly and intentionally reproduced, copied, and displayed the Touch Works by manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling Infringing Products which bear such Touch Works, or artwork that is, at a minimum, substantially similar to the Touch Works.

82. Defendants' unlawful and willful actions as alleged herein constitute infringement of the Touch Works, including Plaintiff's exclusive rights to reproduce, distribute and/or sell such Touch Works in violation of 17 U.S.C. § 501(a).

83. Defendants' knowing and intentional copyright infringement, as alleged herein, has

caused substantial and irreparable harm to Plaintiff in an amount as yet unknown but to be proven at trial, for which Plaintiff has no adequate remedy at law, and unless enjoined, Defendants will continue to cause, substantial and irreparable harm to Plaintiff.

84. Based on Defendants' wrongful conduct, Plaintiff is entitled to injunctive relief, Plaintiff's actual damages and Defendants' profits in an amount to be proven at trial and enhanced discretionary damages for willful copyright infringement, and reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION
(Violation of Deceptive Acts and Practices Unlawful)
[N.Y. Gen. Bus. Law § 349]

85. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

86. Through Defendants' unlawful, unauthorized and unlicensed use of the Touch Works and/or Touch Marks on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products which are identical and/or confusingly or substantially similar to Plaintiff's Touch Products, Defendants have engaged in consumer-oriented conduct that has adversely affected the public interest and has resulted in injury to consumers in New York.

87. Defendants' aforementioned conduct was and is a willful and deliberate attempt to mislead consumers and constitutes the use of deceptive acts or practices in the conduct of business, trade or commerce. Such conduct has deceived and materially misleads, or has a tendency to deceive and materially mislead the consuming public, and has injured and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law § 349.

88. As a result of Defendants' actions alleged herein, Plaintiff has suffered and will continue to suffer irreparable harm for which it has no adequate remedy at law.

89. Pursuant, to N.Y. Gen. Bus. Law. § 349(h), Plaintiff is entitled to enjoin

Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SIXTH CAUSE OF ACTION
(False Advertising Unlawful)
[N.Y. Gen. Bus. Law § 350]**

90. Plaintiff pleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

91. Without the authorization of Plaintiff, Defendants have used the Touch Works and/or Touch Marks and/or marks and/or artwork and/or packaging designs that are identical and/or confusingly or substantially similar to the Touch Works and/or Touch Marks in connection with the advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products which are identical and/or confusingly or substantially similar to Plaintiff's Touch Products, causing confusion, mistake and deceiving consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

92. Defendants' aforementioned willful and intentional conduct constitutes false advertising in the conduct of any business, trade or commerce and has injured and will continue to injure Plaintiff's business, reputation and goodwill in violation of N.Y. Gen. Bus. Law § 350.

93. As a result of Defendants' actions alleged herein, Plaintiff has suffered and will continue to suffer irreparable harm for which it has no adequate remedy at law.

94. Pursuant to N.Y. Gen. Bus. Law. § 350(e), Plaintiff is entitled to enjoin Defendants' unlawful conduct as well as obtain damages in an amount to be determined at trial, costs, disbursements and attorneys' fees.

**SEVENTH CAUSE OF ACTION
(Unfair Competition)
[New York Common Law]**

95. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

96. By manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, Defendants have traded off the extensive goodwill of Plaintiff and its Touch Products to induce, and did induce and intends and will continue to induce, customers to purchase their Counterfeit Products, thereby directly competing with Plaintiff. Such conduct has permitted and will continue to permit Defendants to make substantial sales and profits based on the goodwill and reputation of Plaintiff, which Plaintiff has amassed through their nationwide marketing, advertising, sales and consumer recognition.

97. advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products was and is in violation and derogation of Plaintiff's rights and is likely to cause confusion and mistake, and to deceive consumers and the public as to the source, origin, sponsorship or quality of Defendants' Counterfeit Products.

98. Defendants knew, or by the exercise of reasonable care should have known, that their advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products and their continuing advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products would cause confusion and mistake, or deceive purchasers, users and the public.

99. Upon information and belief, Defendants' aforementioned wrongful actions have been knowing, deliberate, willful, intended to cause confusion and mistake, and to deceive, in

blatant disregard of Plaintiff's rights, and for the wrongful purpose of injuring Plaintiff, and its competitive position while benefiting Defendants.

100. As a direct and proximate result of Defendants' aforementioned wrongful actions, Plaintiff has been and will continue to be deprived of substantial sales of their Touch Products in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law, and Plaintiff has been and will continue to be deprived of the value of their Touch Works and Touch Marks as commercial assets in an amount as yet unknown but to be determined at trial, for which Plaintiff has no adequate remedy at law.

101. As a result of Defendants' actions alleged herein, Plaintiff is entitled to injunctive relief, an order granting Plaintiff's damages and Defendants' profits stemming from their infringing activities, and exemplary or punitive damages for Defendants' intentional misconduct.

**EIGHTH CAUSE OF ACTION
(Unjust Enrichment)
[New York Common Law]**

102. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

103. By virtue of the egregious and illegal acts of Defendants as described herein, Defendants have been unjustly enriched in an amount to be proven at trial.

104. Defendants' retention of monies gained through their deceptive business practices, infringement, acts of deceit and otherwise would serve to unjustly enrich Defendants and would be contrary to the interests of justice.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, inclusive, and each of them, as follows:

A. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. §

1117(a), enhanced discretionary damages under 15 U.S.C. § 1117(a)(3) and treble damages in the amount of a sum equal to three (3) times such profits or damages, whichever is greater, pursuant to 15 U.S.C. § 1117(b) for willfully and intentionally using a mark or designation, knowing such mark or designation is a counterfeit mark in violation of 15 U.S.C. § 1114(1)(a);

B. In the alternative to Defendants' profits and Plaintiff's actual damages, enhanced discretionary damages and treble damages for willful use of a counterfeit mark in connection with the sale, offering for sale or distribution of goods or services, for statutory damages pursuant to 15 U.S.C. § 1117(c) in the amount of not more than \$2,000,000 per counterfeit mark per type of goods or services sold, offered for sale or distributed, as the Court considers just, which Plaintiff may elect prior to the rendering of final judgment;

C. For an award of Defendants' profits and Plaintiff's damages in an amount to be proven at trial for willful trademark infringement of their federally registered Touch Marks, and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a);

D. For an award of Defendants' profits and Plaintiff's damages pursuant to 15 U.S.C. § 1117(a) in an amount to be proven at trial and such other compensatory damages as the Court determines to be fair and appropriate pursuant to 15 U.S.C. § 1117(a) for false designation of origin and unfair competition under 15 U.S.C. § 1125(a);

E. For an award of Plaintiff's actual damages and Defendants' profits, pursuant to 17 U.S.C. § 504(b), in an amount to be proven at trial for willful copyright infringement of the Touch Works under 17 U.S.C. § 501(a);

F. In the alternative to Plaintiff's actual damages and Defendants' profits for copyright infringement of the Touch Works pursuant to 17 U.S.C. § 504(b), for statutory damages of

up to \$150,000 per infringement pursuant to 17 USC § 504(c) for willful copyright infringement, which Plaintiff may elect prior to the rendering of final judgment

G. For an award of damages in an amount to be proven at trial for deceptive acts and practices unlawful pursuant to N.Y. Gen. Bus. Law. § 349(h);

H. For an award of damages to be proven at trial for false advertising pursuant to N.Y. Gen. Bus. Law. § 350(e);

I. For an award of damages to be proven at trial for common law unfair competition;

J. For an award of damages in an amount to be proven at trial for unjust enrichment;

K. For a preliminary and permanent injunction by this Court enjoining and prohibiting Defendants, or their agents, and any employees, agents, servants, officers, representatives, directors, attorneys, successors, affiliates, assigns and entities owned or controlled by Defendants, and all those in active concert or participation with Defendants, and each of them who receives notice directly or otherwise of such injunction from:

- i. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Infringing and/or Counterfeit Products;
- ii. directly or indirectly infringing in any manner any of Plaintiff's trademarks or other rights (whether now in existence or hereafter created) including, without limitation, the Touch Marks or Touch Works;
- iii. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's trademarks or other rights (whether now in existence or hereafter created) including, without limitation, the Touch Marks and Touch Works to identify any goods or services not authorized by Plaintiff;
- iv. using any of Ideavillage's trademarks or other rights (whether now in

- existence or hereafter created) including, without limitation, the Touch Marks or Touch Works, or any other marks or artwork that are confusingly or substantially similar to the Touch Marks or Touch Works on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- v. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities by Plaintiff;
 - vi. engaging in the unlawful, unfair or fraudulent business acts or practices, including, without limitation, the actions described herein, including the of advertising and/or dealing in any Counterfeit Products;
 - vii. engaging in any other actions that constitute unfair competition with Plaintiff;
 - viii. engaging in any other act in derogation of Plaintiff's rights;
 - ix. secreting, destroying, altering, removing or otherwise dealing with the Counterfeit Products or any books or records that contain any information relating to manufacturing, importing, exporting, advertising, marketing,

promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

- x. from secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to Defendants' User Accounts or Merchant Storefronts, any money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad) ("Defendants' Assets") from or to accounts associated with or utilized by any Defendant or any Defendant's User Accounts or Merchant Storefronts (whether said account is located in the U.S. or abroad) ("Defendants' Financial Accounts") and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- xi. from secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of Defendants' Assets from or Defendants' Financial Accounts until further ordered by this Court;
- xii. effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in any Final Judgment or Order in this action;
- xiii. providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and

xiv. instructing, assisting, aiding or abetting any other person or entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (xiii) above; and

L. For an order of the Court requiring that Defendants recall from any distributors and retailers and deliver up to Plaintiff for destruction any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of such distributors and retailers that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Touch Works or Touch Marks, or bear any marks that are confusingly or substantially similar to the Touch Works or Touch Marks;

M. For an order of the Court requiring that Defendants deliver up for destruction to Plaintiff any and all Infringing and/or Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Touch Works or Touch Marks, or bear any marks that are confusingly or substantially similar to the Touch Works or Touch Marks pursuant to 15 U.S.C. § 1118;

N. For an order from the Court requiring that Defendants provide complete accountings for any and all monies, profits, gains and advantages derived by Defendants from their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, sale and/or otherwise dealing in the Infringing and/or Counterfeit Products as described herein, including prejudgment interest;

O. For an order from the Court that an asset freeze or constructive trust be imposed over any and all monies, profits, gains and advantages in Defendants' possession which

rightfully belong to Plaintiff;

P. For an award of exemplary or punitive damages in an amount to be determined by the Court;

Q. For Plaintiff's reasonable attorneys' fees;

R. For all costs of suit; and

S. For such other and further relief as the Court may deem just and equitable.

DEMAND FOR JURY TRIAL

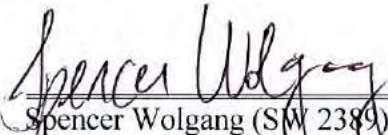
Plaintiff respectfully demands a trial by jury on all claims.

Dated: July 11, 2018

Respectfully submitted,

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