Jason M. Drangel (JD 7204)
jdrangel@ipcounselors.com
Ashly E. Sands (AS 7715)
asands@ipcounselors.com
Danielle S. Futterman (DY 4228)
dfutterman@ipcounselors.com
Gabriela N. Nastasi
gnastasi@ipcounselors.com
Grace A. Rawlins
grawlins@ipcounselors.com
Jodi-Ann McLane (*pro hac vice* forthcoming)
jmclane@ipcounselors.com
EPSTEIN DRANGEL LLP
60 East 42nd Street, Suite 1250
New York, NY 10165
Telephone: (212) 292-5390
Facsimile: (212) 292-5391
Attorneys for Plaintiff
Lashify, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LASHIFY, INC., *Plaintiff* v. SHANDONGCHUANGMEIWEISHENGYONGPIN YOUXIANGONGSI a/k/a QINGDAO LODY HAIR PRODUCTS CO., LTD d/b/a B&QAUGEN, *Defendant*	**CIVIL ACTION NO.:** **COMPLAINT** **Jury Trial Requested** **FILED UNDER SEAL**

GLOSSARY

Term	Definition
Plaintiff or Lashify	Lashify, Inc.
Defendant	Shandongchuangmeiweishengyongpinyouxiangongsi a/k/a Qingdao Lody Hair Products Co., Ltd d/b/a B&Qaugen
Amazon	Amazon.com, a Seattle, Washington-based, online marketplace and e-commerce platform owned by Amazon.com, Inc., a Delaware corporation, that allows manufacturers and other third-party merchants, like Defendant, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York
Epstein Drangel	Epstein Drangel LLP, counsel for Plaintiff
New York Address	244 Madison Ave, Suite 411, New York, New York 10016
Complaint	Plaintiff's Complaint
Application	Plaintiff's *ex parte* Application for: 1) a temporary restraining order; 2) an order restraining Defendant's Website (as defined *infra*), Defendant's User Accounts (as defined *infra*), Defendant's Merchant Storefront (as defined *infra*) and Defendant's Assets (as defined *infra*) with the Financial Institutions (as defined *infra*); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service; and 5) an order authorizing expedited discovery
Lotti Dec.	Declaration of Sahara Lotti in Support of Plaintiff's Application
Sands Dec.	Declaration of Ashly E. Sands in Support of Plaintiff's Application
Lashify System	Do-It-Yourself ("DIY") artificial lash extension system claimed by the Lashify Patent.
Gossamer® Lashes	Lashify's branded artificial lash extensions that are designed to be applied to the underside of a user's natural lashes, and which were invented by Sahara Lotti and practice the Lashify Patent
Control Kit®	Kit sold by Lashify which includes Gossamer® Lashes, a patented wand for fusing the Gossamer® Lashes to the underside of a user's natural lashes, a bond for securing the Gossamer® Lashes to the underside of a user's natural lashes, a sealer for providing protection to the Gossamer® Lashes, and a luxury case.
Lashify Website	https://www.lashify.com/
Lashify Amazon Storefront	https://www.amazon.com/lashify/s?k=lashify
Lashify Social Media	Facebook https://www.facebook.com/lashify/ Instagram https://.instagram.com/lashify YouTube https://www.youtube.com/@Lashify and TikTok https://www.tiktok.com/@lashify
Lashify Patent	U.S. Patent No. 11,253,020 ('020 patent), entitled Artificial Lash Extensions

Infringing Products	Lash clusters and kits that include lash extensions designed to be applied to the underside of natural lashes that infringe one or more claims of the Lashify Patent
Infringing Listings	Defendant's listings for Infringing Products
Defendant's Website	BQLashes.com
User Accounts	Any and all websites owned and/or operated by Defendant (including, without limitation, Defendant's Website), any and all social media accounts through which Defendant, its respective officers, employees, agents, servants and all persons in active concert or participation with Defendant, advertises, promotes, offers for sale and/or sells Infringing Products (including, without limitation, Instagram (https://www.instagram.com/bqlashesofficial/), Facebook (https://www.facebook.com/bqlashesofficial), YouTube (https://www.youtube.com/@bqlashesofficial), and TikTok (https://www.tiktok.com/@bqlashesofficial)) held and/or operated by Defendant, and any and all accounts with online marketplace platforms such as Amazon, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendant, its respective officers, employees, agents, servants and all persons in active concert or participation with Defendant
Merchant Storefront	Any and all User Accounts through which Defendant, its respective officers, employees, agents, servants and all persons in active concert or participation with Defendant operates storefronts to manufacture, import, export, advertise, market, promote, distribute, display, make, use, offer for sale, sell and/or otherwise deal in Infringing Products, which are held by or associated with Defendant, its respective officers, employees, agents, servants and all persons in active concert or participation with Defendant
Defendant's Assets	Any and all money, securities or other property or assets of Defendant (whether said assets are located in the U.S. or abroad)
Defendant's Financial Accounts	Any and all financial accounts associated with or utilized by Defendant or Defendant's User Accounts, Defendant's Website or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)
Financial Institutions	PayPal Inc. ("PayPal" and/or "Venmo"), Payoneer Inc. ("Payoneer"), Amazon payment services (e.g., Amazon Pay), PingPong Global Solutions, Inc. ("PingPong") Airwallex (Hong Kong) Limited ("Airwallex"), TikTok Shop Payment services ("TikTok"), Meta Payments, Inc. ("MetaPay"), Alphabet, Inc. aka Google, LLC ("Google Pay"), Razorpay Software Private Limited, ("Razorpay"), Ayden N.V. ("Ayden"), and Stripe, Inc. ("Stripe")
Third Party Service	Any third party providing services in connection with

Providers	Defendant's User Accounts, including online marketplace platforms, including, without limitation, Amazon, Internet Service Providers, website hosts and/or registrars such as Alibaba Cloud Computing Ltd. d/b/a HiChina (www.net.cn) ("Alibaba Cloud"), social media platforms including Facebook, Instagram, TikTok and YouTube, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendant, its respective officers, employees, agents, servants and all persons in active concert or participation with Defendant manufactures, imports, exports, advertises, markets, promotes, distributes, makes, uses, offer for sales, sells and/or otherwise deals in Infringing Products which are hereinafter identified as a result of any order entered in this action, or otherwise

Plaintiff, a corporation organized and existing under the laws of the State of Delaware, alleges as follows:[1]

NATURE OF THE ACTION

1. This action involves claims for patent infringement under 35 U.S.C. §§ 271 *et seq*. arising from the infringement of the Lashify Patent, including, without limitation, by manufacturing, advertising, marketing, promoting, distributing, making, using, offering for sale, selling and/or importing into the United States for subsequent sale or use, of unlicensed Infringing Products that copy Plaintiff's Lashify System and infringe the Lashify Patent, by Defendant.

JURISDICTION AND VENUE

2. 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 28 U.S.C. § 1338(a) as an action arising out of violations of the Patent Act; 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.

3. Personal jurisdiction exists over Defendant in New York 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, Defendant regularly conducts, transacts and/or solicits business in New York, and/or derives substantial revenues from their business transactions in New York and/or otherwise avails itself of the privileges and protections of the laws of the State of New York such that this Court's assertion of jurisdiction over Defendant does not offend traditional notions of fair play and due process, and/or Defendant's illegal infringing actions caused injury to Plaintiff in New York such that Defendant should reasonably expect such actions to have consequences in New York. For example:

[1] Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Glossary.

a. Upon information and belief, Defendant was and/or is systematically directing and/or targeting its business activities at consumers in the U.S., including New York, through accounts with online marketplace platforms such as Amazon, websites such as Defendant's Website, and social media accounts as well as any and all as yet undiscovered User Accounts, through which consumers in the U.S., including New York, can view Defendant's Merchant Storefront that Defendant operates, uses to communicate with consumers regarding its l Infringing Listings and to place orders for, receive invoices for, and purchase Infringing 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, Defendant is a sophisticated seller, operating one or more commercial businesses through its User Accounts, using its Merchant Storefront and Defendant's Webstite to manufacture, import, export, advertise, market, promote, distribute, make, use, offer for sale, sell and/or otherwise deal in products, including Infringing Products at significantly below-market prices to consumers worldwide, including to those in the U.S., and specifically New York.

c. Upon information and belief, Defendant accepts payment in U.S. Dollars and offers shipping to the U.S., including to New York, and specifically to the New York Address.

d. Upon information and belief, Defendant has transacted business with consumers located in the U.S., including New York, for the sale and shipment of Infringing Products.

e. Upon information and belief, Defendant is aware of Plaintiff, its Lashify Products and the Lashify Patent and is aware that its illegal, infringing actions alleged

herein are likely to cause injury to Plaintiff in the U.S. and specifically, in New York.

4. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon information and belief, Defendant conducts, transacts and/or solicits business in New York.

THE PARTIES

5. Plaintiff Lashify, Inc. is a Delaware corporation with a principal place of business in North Hollywood, California.

6. Upon information and belief, Defendant is a merchant on Amazon, through which Defendant offers for sale and/or sells Infringing Products, with a principal place of business at No. 150, Road South, 100 meters from the intersection of Jie Fang Road and Lin Xi 13th Road, Lanshan District, Linyi City, Shandong Province and/or Flat/RM 185 G/F Hang Wai Ind. Centre No. 6 Kin Tai St Tuen Mun N.T Hong Kong.

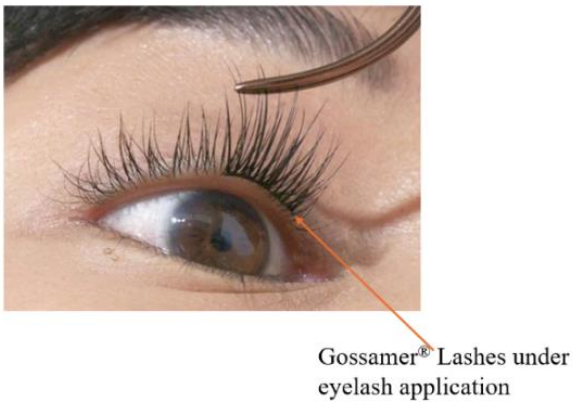
GENERAL ALLEGATIONS

Lashify's Innovative Lash Extension System

7. Lashify was founded by Ms. Sahara Lotti (hereinafter, "Ms. Lotti") who, in 2017, recognizing the need for innovation in the industry, invented the most natural-looking false lash system in the industry after extensive studies of the human eyelid, the shape of lash lines, and various chemical compositions, and testing various prototypes and potential new product options on her own eyelashes. The Lashify System is a revolutionary, award winning DIY luxury lash extension system that creates salon quality lash extensions in record time and in the comfort of one's home. The Lashify System is easy to use and, unlike salon extensions, is damage-free to natural lashes, and creates infinite possibilities for all eye shapes in minutes.

8. The Lashify System includes its innovative Gossamer® Lashes, the lightest, flattest, and most natural-looking artificial lash extension, which are designed to be applied to the underside of the user's natural lashes, as opposed to traditional strip-style lashes that are adhered

to the skin of the upper eyelid, above the lashes. Gossamer® Lashes merge with the natural lashes to extend the natural lashes — without the time-consuming and damaging process offered by the salons. Below is a photo of a Gossamer® Lash being applied:



9. Gossamer® Lashes are designed to fit on the underside of the user's natural lashes due to, for example, their thin base and lightweight structure and merge with the natural lashes to extend them. Gossamer® Lashes are available in a variety of lengths, fluffiness, curvatures, and colors, and thus can be applied in virtually unlimited positions and arrangements. Indeed, users devise "lash maps" specifying locations of different types of Gossamer® Lashes along one's natural lash line to achieve looks ranging from natural to glamorous to dramatic, and even colored.

10. Over 40 styles of Gossamer® Lashes are currently offered by Lashify, and new styles are continuously being developed.

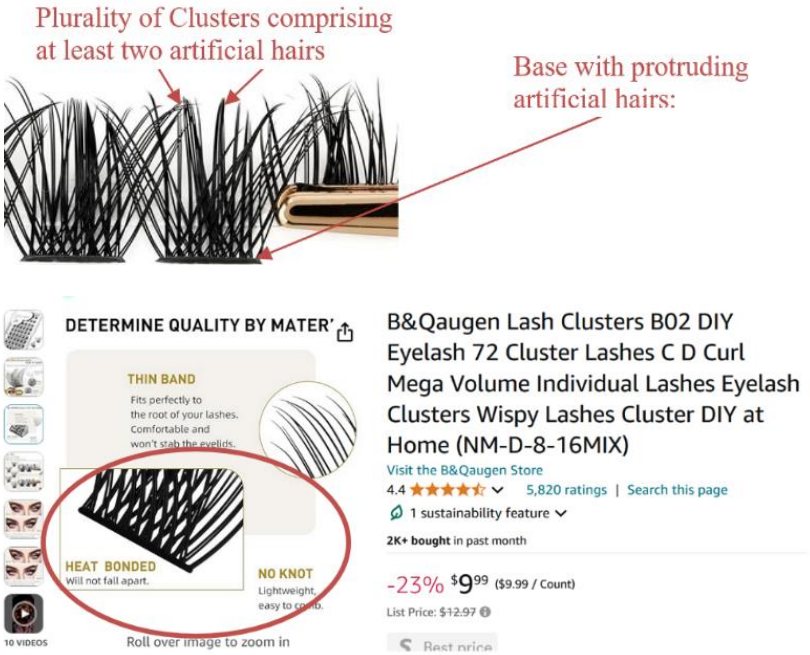
11. The Control Kit®, pictured below, is sold by Lashify to introduce new customers to the Lashify System. To date, the Lashify System has been used by hundreds of thousands of customers.

12. Today, because of significant and novel product features for which Lashify has obtained protection from the United States Patent and Trademark Office, Lashify is recognized as a market leader in the design of revolutionary lash extension products. Specifically, Lashify owns an extensive worldwide intellectual property portfolio, including 600+ United States and foreign patents, federally registered trademarks as well as many pending patent and trademark applications.

13. Relevant to the instant action, Lashify is the assignee of U.S. Patent No. 11,253,020 (‘020 patent) entitled Artificial Lash Extensions. The ‘020 patent claims an artificial lash extension system including multiple lash extensions that are designed to attach to an underside of a user’s natural lashes. Each of the lash extensions includes clusters of artificial hairs with 1) at least two artificial hairs; and 2) a base from which the at least two artificial hairs protrude. The ‘020 patent also claims that at least some of the artificial hairs are connected to one another at the base by at least an application of heat. A true and correct copy of the ‘020 patent is attached as **Exhibit A**.

14. As shown in the claim chart attached as **Exhibit B**, incorporated herein by reference, and in the screenshots below from Defendant’s Amazon listings, the Infringing Products are a lash extension system because they include lash extensions that have a base designed to attach to the underside of a user’s natural lashes. The lash extensions also have clusters of artificial

hairs protruding from the base. At least some of the artificial hairs artificial hairs are connected to one another at the base by at least an application of heat, as claimed in the Lashify Patent.



15. The Lashify System is sold direct to consumers via the Lashify Website, through its own brick and mortar store in Los Angeles, California, the Lashify Amazon Storefront, and is advertised for sale through Lashify Social Media. The Lashify System is also sold through the retail store chain Selfridges in the UK.

16. The Lashify Control Kit® typically retails for $125 and its Gossamer® Lashes generally retail for between $17-$28.

17. Renée Zellweger, Reese Witherspoon, Nicole Kidman, Lupita Nyong'o, Kristen Bell, Kourtney Kardashian, Claire Danes, Melissa McCarthy, Janelle Monáe, Cynthia Nixon, Jessica Simpson, Maggie Gyllenhaal, Tracie Ellis Ross, Salma Hayek, Awkwafina, Liv Tyler, and Lena Dunham are just a few of the artists and influential figures who have used the Lashify System. The Lashify System "walked" the red carpets at the Golden Globes, Grammys, Emmys,

Met Gala, and other globally followed events. The Lashify system has been used by influential makeup artists Ariel Tejada, Jessica Smalls, Nick Barose, Anton Khachaturian, Matthew Van Leeuwen, Kirin Bhatty, and many more. It has been featured in publications such as InStyle, Elle, Glamour, Vogue, Allure, The Knot, Shape, and many others.

18. The Lashify System has received numerous industry awards, including 2022 InStyle Beauty Editors' Pick, 2021-2022, The Beauty Authority New Beauty Award Winner, 2021, Cosmopolitan Holy Grail Beauty Award, 2019 Glamour Beauty Award Winner, The Knot Beauty Awards 2019 Winner, and 2019 Shape Editor Pick.

19. The success of the Lashify System is due in part to Plaintiff's innovation creating a whole new class of lashes, its extensive intellectual property portfolio, and enforcement of its intellectual property rights.

20. Plaintiff's success is also due to its use of the highest quality materials, its innovative processes in making the Lashify System, and to its loyal, repeat consumers.

21. Plaintiff has gone to great lengths to protect the Lashify System. Lashify has been granted over 600 patents worldwide covering the Lashify System. The Lashify System is associated with the quality and innovation that the public has come to expect from Lashify.

22. Lashify is the lawful owner of all right, title, and interest in and to the Lashify Patent.

23. No one other than Plaintiff and its authorized sellers are allowed to manufacture, import, export, advertise, offer for sale and sell the patented Lashify System, without the express permission of Plaintiff.

Amazon, Defendant's User Accounts and Defendant's Website

24. Amazon is an online marketplace and e-commerce platform that allows manufacturers, wholesalers, and other third-party merchants, like Defendant, to advertise,

distribute, offer for sale, sell and ship their wholesale and retail products originating from China[2] directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

25. Amazon is recognized as one of the leaders of the worldwide e-commerce and digital retail market and the company's net sales were $169.9 billion in the fourth quarter of 2023.[3] Sales to the U.S. make up a significant percentage of the business done on Amazon.[4] As of September 27, 2023, Amazon had a market capitalization of $1.84 trillion, making it the fourth most valuable company in the U.S.[5]

26. Many of the third-party merchants that have User Accounts and operate Merchant Storefronts on Amazon, like Defendant, are located in China (or Hong Kong). These third-party merchants recently accounted for nearly half of all businesses on Amazon.[6]

27. In Q4 of 2023, third party merchants, like Defendant, generated $43.56 billion, accounting for 61% of Amazon's sales.[7]

28. Amazon aggressively uses the Internet and television to market itself and the products offered for sale and/or sold by its third-party merchant users to potential consumers, particularly in the U.S. In 2023 alone, Amazon spent $44.4 billion on marketing, up from $42.3

[2] *See* Juozas Kaziukenas, *Chinese Sellers Are Building Brands on Amazon,* MARKETPLACE PULSE (Dec. 6, 2018), https://www.marketplacepulse.com/articles/chinese-sellers-are-building-brands-on-amazon.
[3] *Amazon's Record Earnings in 2023 Propelled by Strong Fourth-Quarter Results,* MSN (Mar. 8, 2024), www.msn.com/en-us/money/companies/amazon-s-record-earnings-in-2023-propelled-by-strong-fourth-quarter-results/ar-BB1ijMBv
[4] *See* Amazon.com, Inc., Quarterly Results Q4 Earnings (Form 10-K) (Feb. 1, 2024).
[5] STOCK ANALYSIS (last visited Mar. 8, 2024), https://stockanalysis.com/stocks/amzn/market-cap/.
[6] John Herrman, *The Junkification of Amazon Why does it feel like the company is making itself worse?*, NEW YORK MAGAZINE (Jan. 30, 2023), https://nymag.com/intelligencer/2023/01/why-does-it-feel-like-amazon-is-making-itself-worse.html.
[7] Daniela Coppola, *Quarterly value of Amazon third-party seller services 2017-2023,* STATISTA (Feb 8, 2024), https://www.statista.com/statistics/1240236/amazon-third-party-seller-services-value/#:~:text=Amazon%27s%20net%20sales%20generated%20through%20its%20third-party%20seller,fees%20and%20other%20services%20related%20to%20third-party%20sellers.

billion the previous year.[8]

29. As reflected in the federal lawsuits filed against third-party merchants offering for sale and selling infringing and/or counterfeit products on Amazon,[9] and as recently addressed in news reports, an astronomical number of counterfeit and infringing products are offered for sale and sold on Amazon at a rampant rate.[10]

30. Defendant is located in China or Hong Kong but, upon information and belief, conducts its business in the U.S. and other countries by means of its User Accounts, on its Merchant Storefront on Amazon, via Defendant's Website, as well as potentially yet undiscovered additional online marketplace platforms.

31. Through its Merchant Storefront and Defendant's Website, Defendant exclusively offers for sale and sells Infringing Products, and targets and ships such products to customers located in the U.S., including New York, and throughout the world.

32. Upon information and belief, Defendant generated nearly $5 million dollars in sales in the past 12 months through its Merchant Storefront on Amazon alone.

Defendant's Wrongful and Infringing Conduct

33. Unsurprisingly, the success of Lashify's innovative Lashify System attracted not just a loyal customer base, but also unscrupulous individuals and entities seeking to profit and capitalize

[8]Daniela Coppola, *Worldwide Amazon marketing expenditure 2010-2023*, STATISTA (Feb 8, 2024), https://www.statista.com/statistics/506535/amazon-marketing-spending/#:~:text=In%20the%20fiscal%20year%202023%2C%20Amazon%E2%80%99s%20marketing%20spending,42.3%20billion%20U.S.%20dollars%20in%20the%20previous%20year, Daniela Coppola, Share of paid units sold by third-party sellers on Amazon platform from 2nd quarter 2007 to 4th quarter 2023, STATISTA (Feb 8, 2024), https://www.statista.com/statistics/259782/third-party-seller-share-of-amazon-platform/.

[9] *See, e.g.*, *Apple Inc. v. Mobile Star LLC*, No. C17-1120 RAJ (W.D. Cal. Aug. 4, 2017) and *Diamler AG v. Amazon.com, Inc.*, 16-cv-00518-RSM (W.D. Wash. Mar. 11, 2019).

[10] Brittney Myers, *Some Shoppers Are Fleeing Amazon Because of Counterfeit Goods*, THE ASCENT (Jan. 17, 2023), https://www.fool.com/the-ascent/personal-finance/articles/some-shoppers-are-fleeing-amazon-because-of-counterfeit-goods/; *see* Brendan Case, *Amazon, Third-Party Sellers Spur Fake Goods, Group Says*, BLOOMBERG (Oct. 13, 2021), https://www.bloomberg.com/news/articles/2021-10-13/amazon-third-party-sellers-spur-counterfeit-boom-group-says#xj4y7vzkg.

on the fruits of Ms. Lotti's innovation, as well as the goodwill, reputation, and fame that Plaintiff has amassed.

34. Plaintiff has gone to great lengths to protect its interests and enforce against infringement of the Lashify Patent, and therefore investigates and enforces against such activities.

35. For example, Plaintiff learned of Qingdao Lashbeauty Cosmetic Co., Ltd, d/b/a Worldbeauty ("Worldbeauty"), who blatantly copied the Lashify System and infringed the Lashify Patent. Plaintiff brought an action for patent infringement, 6:22-cv-776 in the U.S. District Court for the Western District of Texas, and on August 23, 2024, a federal jury found that Worldbeauty infringed the Lashify Patent. The Lashify Patent was also found to be valid, and the infringement was found to be willful under 35 U.S.C. § 284. A copy of the judgment is attached as **Exhibit C**.

36. Plaintiff also learned of Defendant and its Infringing Products through its investigative efforts.

37. Epstein Drangel placed an order for Defendant's B31 mixed tray of lash clusters. Defendant's Infringing Products, including the B31 lashes, are marketed to be placed under a natural lash line and, on information and belief, are made of similar synthetic fibers using similar technology, including by attaching clusters of lashes to a base by at least an application of heat.

38. Defendant is currently offering for sale and/or selling Infringing Products through its User Accounts, Defendant's Website and/or Merchant Storefront, accepting payment for Infringing Products in U.S. Dollars, and provides shipping and has actually shipped Infringing Products to the U.S., including to customers located in New York. Plaintiff's findings are supported by Defendant's Infringing Listings and the checkout pages for Infringing Products, which are included in the screenshots of the checkout pages for such Infringing Products purchased via Defendant's Website and Merchant Storefront, and from Defendant's Merchant Storefront on Amazon reflecting that the Defendant ships the Infringing Products to the New York Address, which are included in **Exhibit D**.

39. Defendant is also advertising, promoting, offering for sale and/or selling Infringing Products via its social media User Accounts.

40. In addition, Defendant was on constructive notice of the '020 patent by Lashify's marking of its patented products at least as early as February 2, 2022.

41. Prior to bringing this action, Defendant had knowledge of Plaintiff's ownership of the Lashify Patent, of the fame, popularity and success of the Lashify System, and willfully chose to offer for sale and continue selling Infringing Products. Defendant has been engaging in the infringing actions, as alleged herein, knowingly and intentionally, or with reckless disregard or willful blindness to Plaintiff's rights.

42. As discussed above, the Lashify Control Kit® is offered as a starter kit with a set of Gossamer® Lashes, applicator, bond, and sealer. Just like Lashify, Defendant makes and sells DIY cluster lashes kit including lash extensions for application under the lash, an applicator, bond, and sealer, as pictured below from one of Defendant's Infringing Listings.

43. Just like Lashify, Defendant's Infringing Products are a lash system designed and marketed to be placed under the natural lash line and, on information and belief, are made of similar synthetic fibers using similar technology, including by attaching clusters of lashes to a base by at least an application of heat.

44. As a direct and proximate consequence of Defendant's infringement of the Lashify Patent, Lashify has suffered irreparable harm, and Defendant has unjustly profited from such activities at Plaintiff's expense. Lashify will continue to suffer irreparable harm in the future unless Defendant is enjoined from infringing the Lashify Patent.

45. Lashify is forced to file this action to combat the harm to its business caused by Defendant's infringement of the Lashify Patent, as well as to protect unknowing consumers from purchasing the Infringing Products sold by Defendant.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
(Infringement of United States Patent No. 11,253,020)
[35 U.S.C. § 271]

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

47. On February 22, 2022, the ’020 patent, entitled “Artificial Lash Extensions,” was duly and legally issued to Lashify by the United States Patent and Trademark Office. Lashify is the lawful owner by assignment of all right, title, and interest in the ’020 patent, including the rights to exclude others and to sue and recover damages for infringement. A true and correct copy of the ‘020 patent is attached hereto in **Exhibit A**.

48. Without Plaintiff’s authorization or consent, and with knowledge of Plaintiff’s well-known and prior rights in the ’020 Patent, Defendant intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, offered for sale and/or sold its Infringing Products to the purchasing public in direct competition with Plaintiff, and has acted with reckless disregard of Plaintiff’s rights in and to the ‘020 Patent through such activities.

49. Defendant’s Infringing Products meet each and every limitation of at least claims 1, 3, and 5-6 of the ’020 patent, literally and/or under the doctrine of equivalents, as shown in **Exhibit B**. For example, the Infringing Products are advertised as “DIY Lash Extension [Kit]” that are designed to attach adjacent to one another on the underside of natural lashes. The lash extensions comprise a plurality of artificial hairs, with groupings of the artificial hairs forming a plurality of clusters of artificial hairs, each comprising at least two artificial hairs. The hairs in the clusters are artificial because they do not comprise natural human hair, but instead a synthetic material, namely PBT, which on information and belief attaches when heated as in the Infringing Products. The lash extensions also comprise a base from which at least two hairs of each cluster

protrude. Inspection of sample lashes, as well as photos and description in one of Defendant's Infringing Listings, where the lash extensions are advertised and shown with the clusters connected to one another at the base confirm that this is done by a "Heat Bond," confirms that "at least an application of heat" is applied, as also shown in **Exhibit B**.

50. Defendant's acts of infringement of the '020 Patent were and are undertaken without authority, permission, or license from Lashify. Defendant's infringing activities therefore violate 35 U.S.C. § 271.

51. As a direct and proximate consequence of Defendant's infringement of the '020 patent, Defendant has caused substantial monetary loss and irreparable harm and damage to Lashify, its business, its reputation and impairment of its valuable rights in and to the '020 Patent. Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendant will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff through infringement Lashify's rights to the '020 patent.

52. Based on Defendant's actions as alleged herein, Defendant has had actual knowledge of the '020 patent and its infringement thereof and did nothing to stop its blatant use, copying, and infringement of Lashify's intellectual property. Accordingly, Defendant's infringement of the '020 patent is willful and Plaintiff is entitled to treble damages as provided by 35 U.S.C. § 284.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

A. A judgment that Defendant's acts constitute patent infringement under the causes of action asserted in this Complaint;

B. An order preliminarily, and a judgment permanently, enjoining and restraining Defendant, its officers, agents, subsidiaries, servants, partners, employees, attorneys,

and all others in active concert or participation with Defendant, from:

i. infringing any claim of the Lashify Patent; and

ii. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the aforementioned activities.

C. A judgment requiring Defendant to, at Defendant's expense, withdraw from the market, account for, and properly destroy any and all Infringing Products;

D. A judgment requiring that Defendant pay Lashify all of its damages caused by Defendant's unlawful acts, including under 35 U.S.C. § 284, with prejudgment and post-judgment interest, as well as post-trial damages for any ongoing infringing acts;

E. A judgment awarding Lashify its reasonable attorneys' fees, costs, disbursements, and interest, as provided by law, including as provided by 35 U.S.C. § 285;

F. A judgment that Defendant's infringement has been willful, and ordering Defendant to pay treble damages as provided by law; and

G. Such other relief as the Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff respectfully demands a trial by jury on all claims so triable.

Dated: November 21, 2024

Respectfully submitted,

EPSTEIN DRANGEL LLP

BY: _____

Gabriela N. Nastasi
gnastasi@ipcounselors.com
Ashly E. Sands (AS 7715)
asands@ipcounselors.com
Danielle S. Futterman (DY 4228)
dfutterman@ipcounselors.com
Jason M. Drangel (JD 7204)
jdrangel@ipcounselors.com

Grace A. Rawlins
grawlins@ipcounselors.com
Jodi-Ann McLane (*pro hac vice* forthcoming)
jmclane@ipcounselors.com
60 East 42nd Street, Suite 1250
New York, NY 10165
Telephone: (212) 292-5390
Facsimile: (212) 292-5391
Attorneys for Plaintiff Lashify, Inc.

EXHIBIT A

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(12) **United States Patent**
Lotti

(10) **Patent No.: US 11,253,020 B2**
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(54) **ARTIFICIAL LASH EXTENSIONS**

(71) Applicant: **Lashify, Inc.**, North Hollywood, CA (US)

(72) Inventor: **Sahara Lotti**, North Hollywood, CA (US)

(73) Assignee: **Lashify, Inc.**, North Hollywood, CA (US)

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This patent is subject to a terminal disclaimer.

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A41G 5/00 (2006.01)
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CPC ***A41G 5/02*** (2013.01)

(58) **Field of Classification Search**
CPC A41G 5/02
See application file for complete search history.

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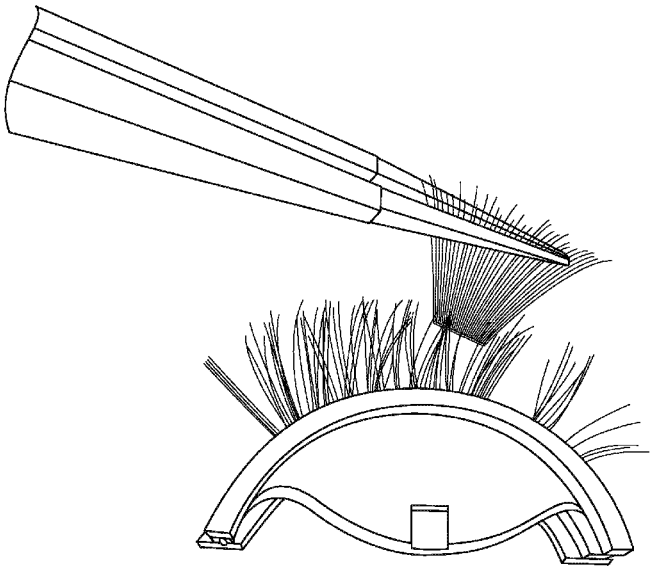
Primary Examiner — Cris L. Rodriguez
Assistant Examiner — Brianne E Kalach
(74) *Attorney, Agent, or Firm* — Lowenstein Sandler LLP

(57) **ABSTRACT**

An artificial lash extension system includes multiple lash extensions designed to attach to an underside of natural lashes. Each of the multiple lash extensions include multiple clusters of artificial hairs. Each of the multiple clusters include at least two artificial hairs. Each of the multiple lash extensions include a base from which the at least two artificial hairs of each of the plurality of clusters protrude. At least some of the artificial hairs are connected to one another at a respective part of the base by at least an application of heat.

19 Claims, 10 Drawing Sheets



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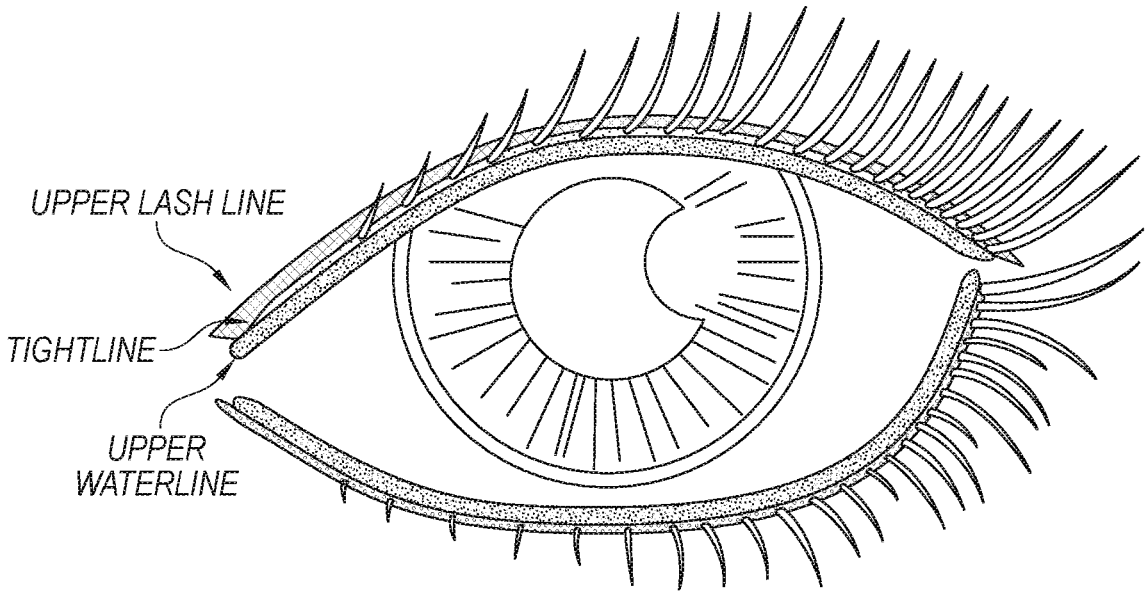


Fig. 1

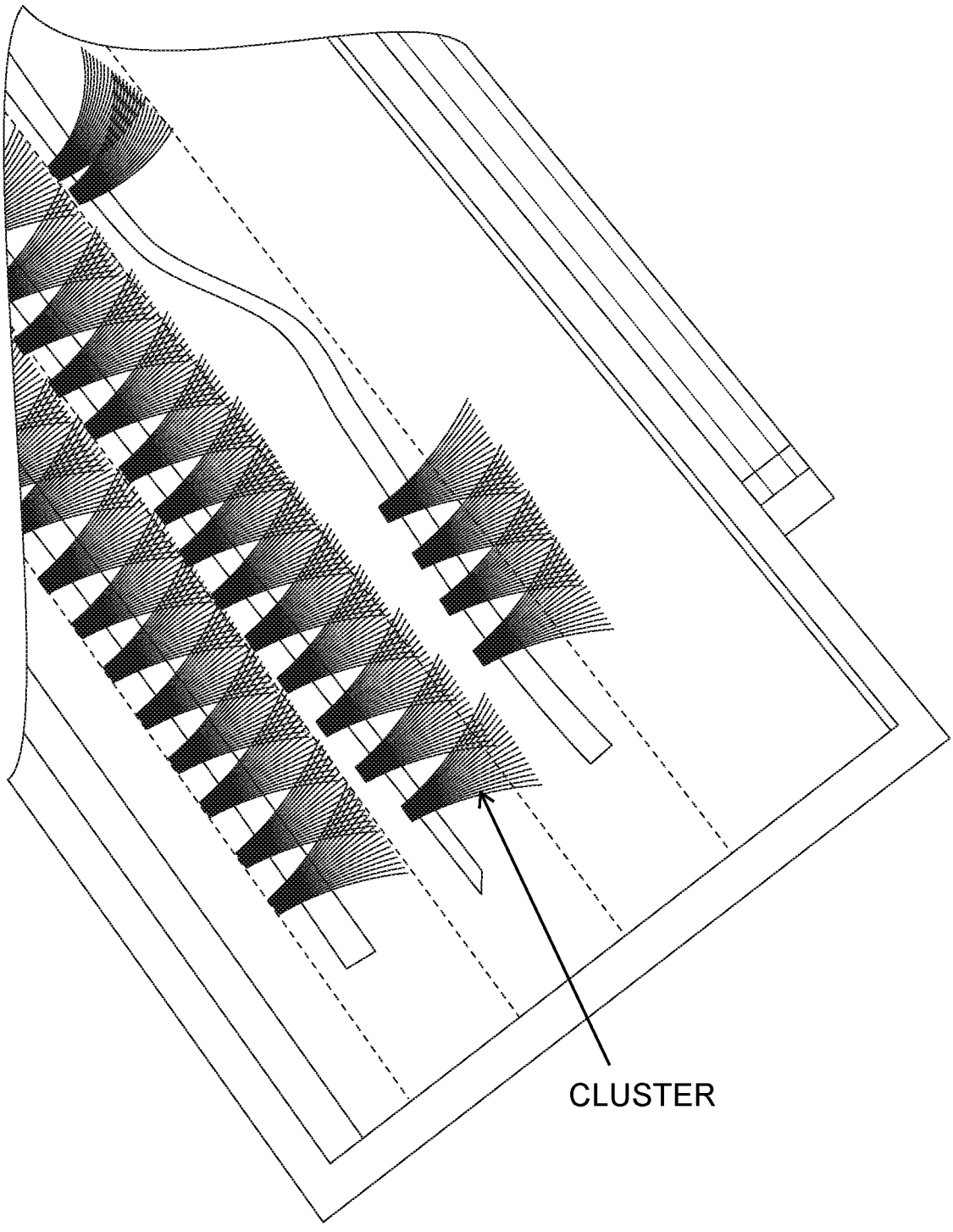


Fig. 2

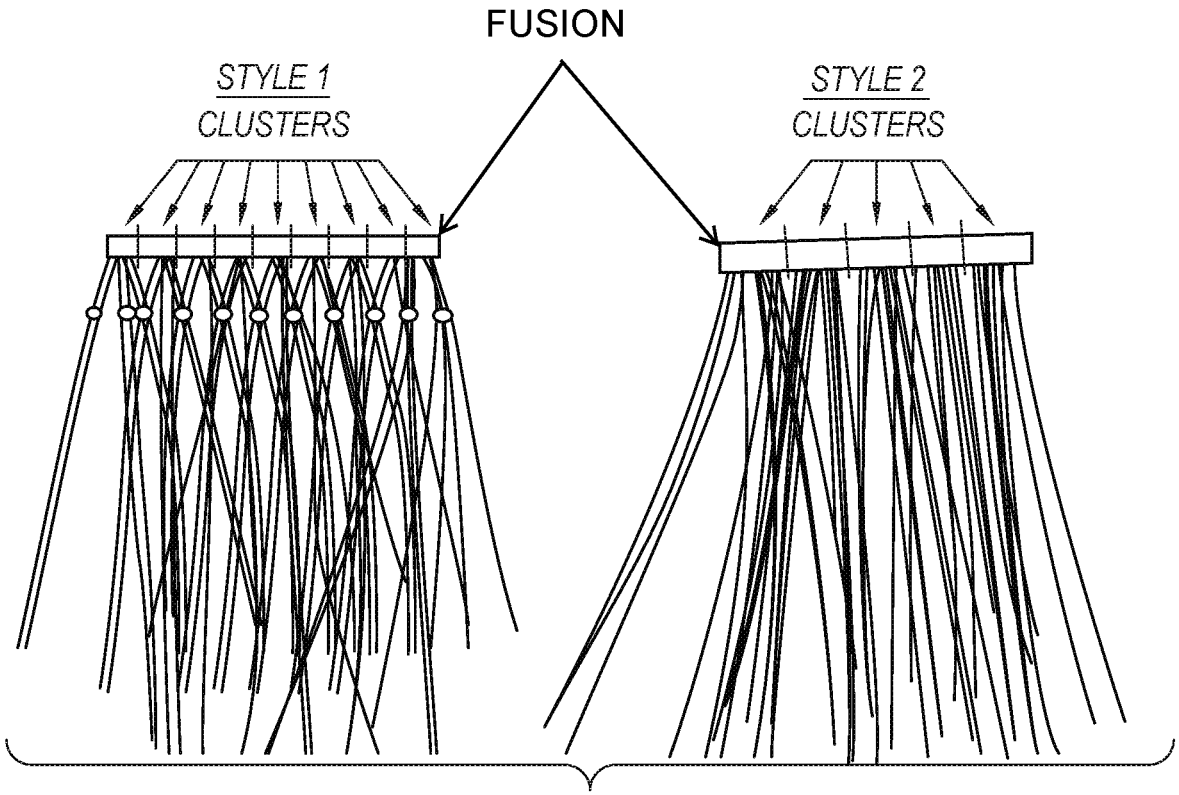


Fig. 3A

Fig. 3B

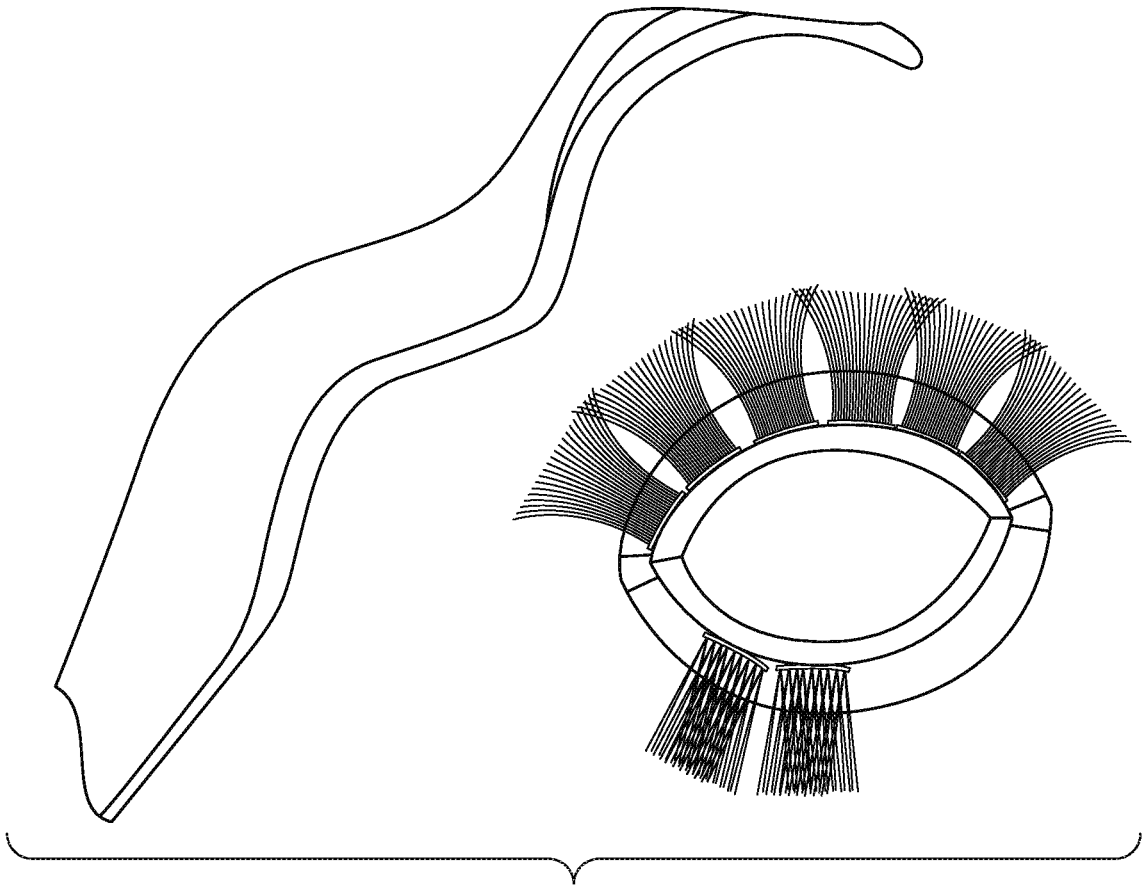


Fig. 3C

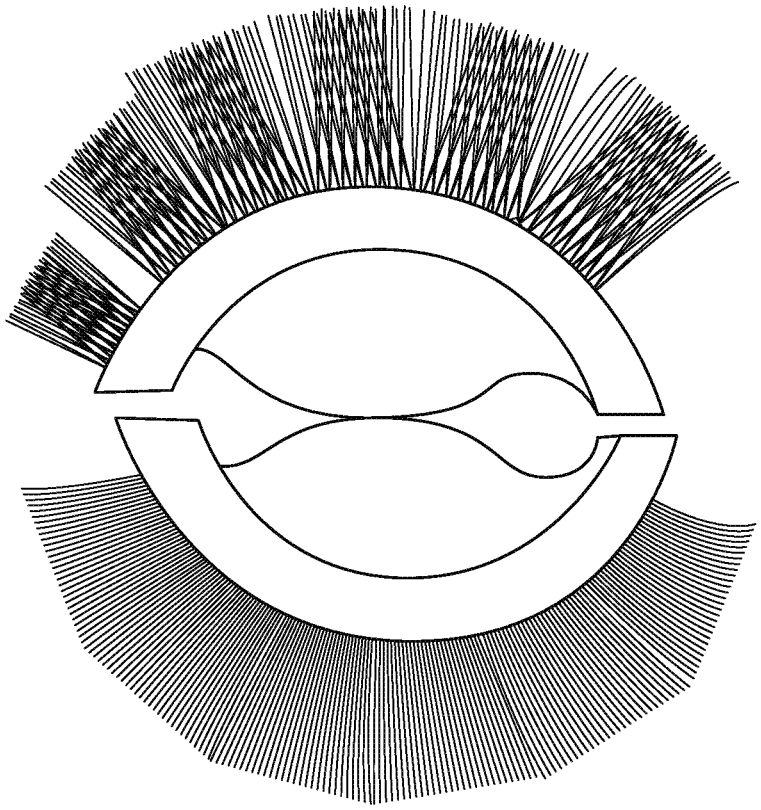


Fig. 4

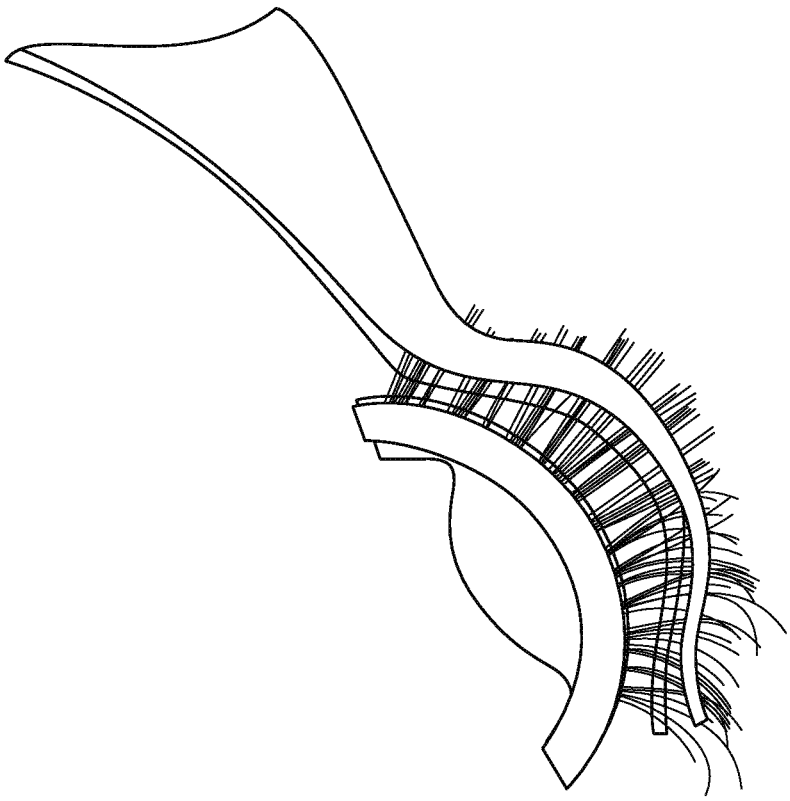


Fig. 5

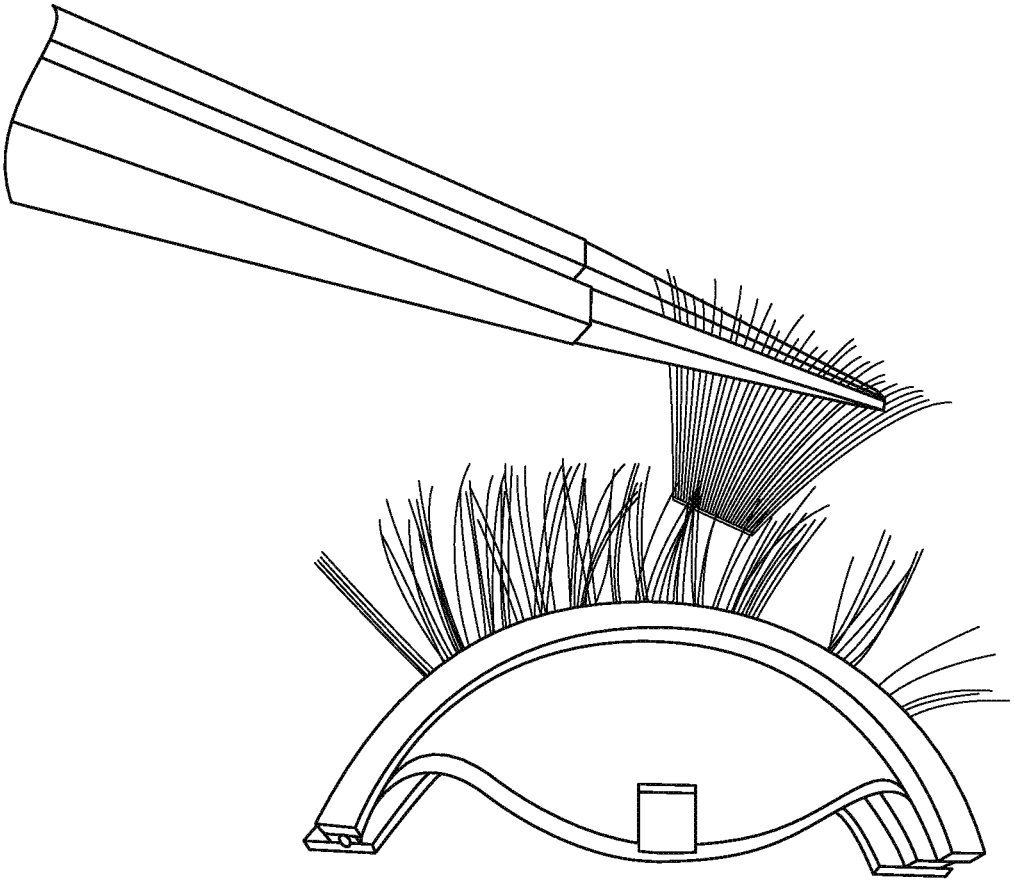


Fig. 6

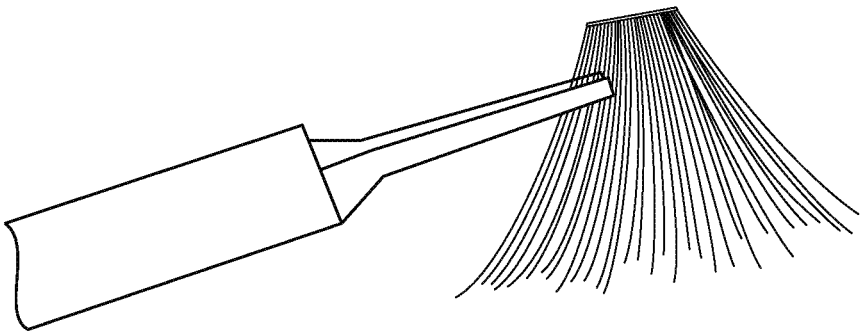


Fig. 7

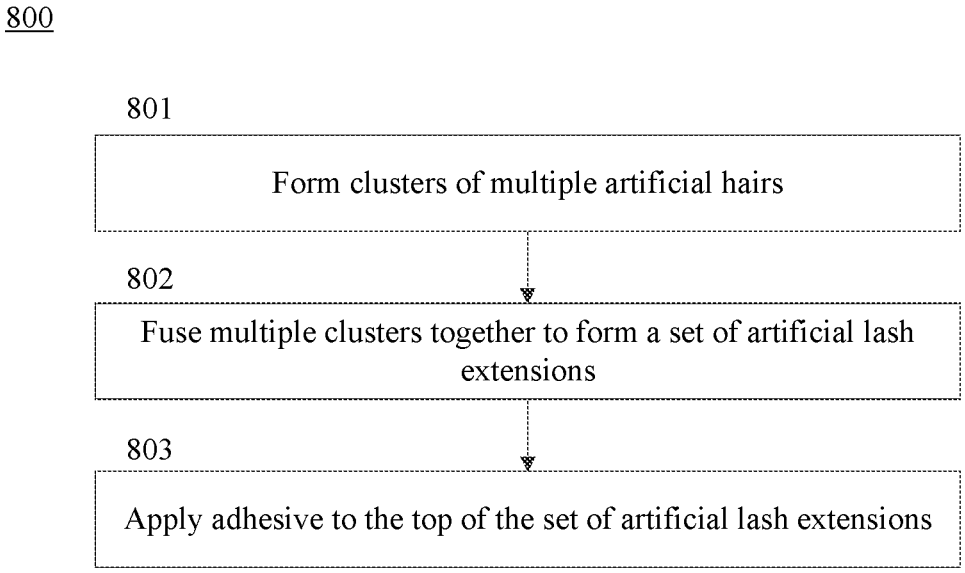

800
801
Form clusters of multiple artificial hairs
802
Fuse multiple clusters together to form a set of artificial lash extensions
803
Apply adhesive to the top of the set of artificial lash extensions

FIG. 8

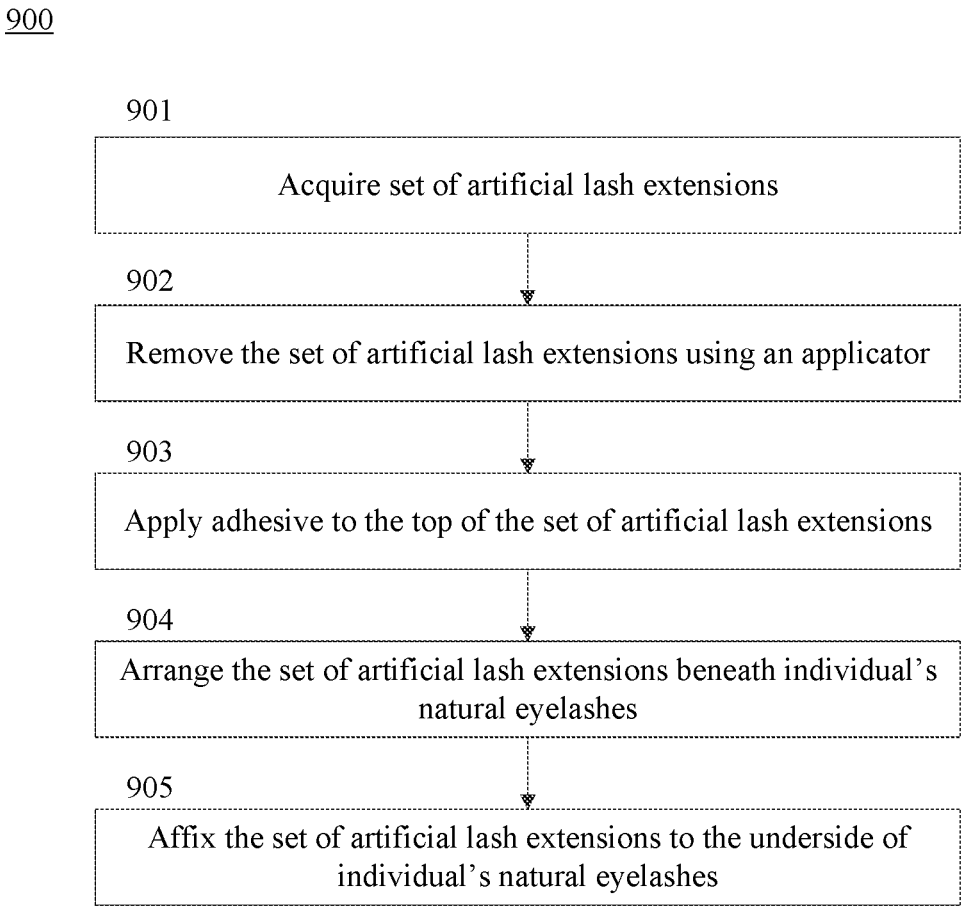

900
901
Acquire set of artificial lash extensions
902
Remove the set of artificial lash extensions using an applicator
903
Apply adhesive to the top of the set of artificial lash extensions
904
Arrange the set of artificial lash extensions beneath individual's natural eyelashes
905
Affix the set of artificial lash extensions to the underside of individual's natural eyelashes

FIG. 9

ARTIFICIAL LASH EXTENSIONS

CROSS-REFERENCE TO RELATED APPLICATIONS

The present application is a continuation of U.S. patent application Ser. No. 17/003,853, filed Aug. 26, 2020; which is a continuation of U.S. patent application Ser. No. 16/556,518, filed Aug. 30, 2019; which is a continuation of U.S. patent application Ser. No. 15/968,361 filed May 1, 2018, now U.S. Pat. No. 10,660,388 issued May 26, 2020; which is a continuation of International Application No. PCT/US17/44217 filed Jul. 27, 2017; which claims the benefit of U.S. Provisional Application No. 62/368,116 filed Jul. 28, 2016; the contents of all of which are incorporated herein by reference in their entirety herein.

FIELD OF THE INVENTION

Various embodiments concern artificial eyelashes and, more specifically, clusters of artificial eyelash extensions that can be applied to the underside of an individual's natural eyelashes.

BACKGROUND

Eyelash extensions have conventionally been used to enhance the length, thickness, and fullness of natural eyelashes. Eyelash extensions, however, must be applied to an individual's natural eyelashes one by one to avoid having the eyelash extensions stick together. Consequently, lash extension services can cost hundreds of dollars depending on the type and number of lashes used, the skill of the cosmetician, and the venue where the eyelash extensions are applied. It usually takes an experienced cosmetician one to two hours to attach a full set of eyelash extensions.

Clusters of artificial lashes have conventionally been used to enhance the length, thickness, and fullness of an individual's natural eyelashes. However, each cluster must be applied to the individual's eyelashes individually in order to avoid having the clusters of artificial lashes stick together and to ensure multiple clusters are evenly distributed across the width of the individual's lash line.

Alternatively, false eyelashes may be applied directly to an individual's eyelid. False eyelashes come in strips (and thus may also be referred to as "strip lashes") that can be trimmed to fit the width of the individual's eyelid. While a strip of false eyelashes can be applied in a single motion, false eyelashes are easily distinguishable from the individual's natural eyelashes and may be uncomfortable when worn for extended periods of time.

BRIEF DESCRIPTION OF THE DRAWINGS

Various embodiments are illustrated by way of example and not limitation in the accompanying drawings, in which like references indicate similar elements. Various objects, features, and characteristics of the present invention will become more apparent to those skilled in the art from a study of the Detailed Description in conjunction with the accompanying drawings.

FIG. **1** depicts the upper tightline, upper lash line, and upper waterline of an eyelid.

FIG. **2** depicts clusters of artificial lashes that can be used by professional lash technicians and cosmeticians.

FIG. **3**A depicts how multiple clusters of artificial lashes can be connected to form a bundle (also referred to as a "lash fusion").

FIG. **3**B is a side view of two different styles of lash fusion.

FIG. **3**C illustrates how a set of multiple lash fusions can be secured to an individual's lashline in a single motion.

FIG. **4** illustrates how multiple lash fusions within a set can be positioned in a specified arrangement.

FIG. **5** depicts how the arrangement of the set of lash extensions enables all of the lash fusions to be simultaneously grasped by an applicator.

FIG. **6** depicts how the set of lash fusions can be placed underneath an individual's natural lashes, where the plastic represents the individual's eyelid.

FIG. **7** depicts how an adhesive can be applied to the top of an entire set of lash extensions or to the lash fusions that make up the set.

FIG. **8** depicts a flow diagram of a process for manufacturing a lash fusion including multiple clusters of artificial lashes.

FIG. **9** depicts a flow diagram of a process for applying a set of lash extensions to an individual's natural eyelashes.

The figures depict various embodiments for the purpose of illustration only. Those skilled in the art will readily recognize that alternative embodiments may be employed without departing from the principles of the present invention. The claimed subject matter is intended to cover all modifications, equivalents, and alternatives falling within the scope of the present invention as defined by the appended claims.

DETAILED DESCRIPTION

Conventional eyelash extensions (or simply "lash extensions") are individually adhered to an individual's eyelashes one-by-one in order to prevent the eyelash extensions from sticking together. However, because the average individual might have anywhere from thirty to eighty lashes per eye, the application process can take several hours to attach a full set of eyelash extensions.

Introduced here, therefore, are techniques for creating clusters of artificial lash extensions that can be applied to an individual's natural eyelashes. Clusters of artificial lashes include multiple artificial hairs made of natural materials (e.g., silk or authentic mink hair) or synthetic materials (e.g., acrylic resin, polybutylene terephthalate (PBT), or synthetic mink hair made of polyester). A cluster of artificial lashes generally includes approximately 10 to 30 artificial hairs (and preferably 10 to 20 artificial hairs). Clusters of artificial lashes are initially formed using, for example, a hot melt method in which artificial lashes are heated. For example, in some embodiments linear artificial lashes are heated at one end such that they begin to fuse to one another at that end, while in other embodiments linear artificial lashes are heated near a central point and folded underneath one another. Clusters of artificial lashes have conventionally been made available only to professional lash technicians and cosmeticians.

Multiple clusters can then be fused together to form a bundle (also referred to as a "lash fusion") that can be applied along the upper tightline in a single motion. As shown in FIG. **1**, the upper tightline is interposed between the upper lash line and the upper waterline. While certain embodiments have been described in the context of lash fusions that include multiple clusters, those skilled in the art

will recognize that a lash fusion could also include a series of individual artificial hairs that are connected to one another.

More specifically, a lash fusion can include multiple clusters that are fused together near the inner ends of the artificial lashes (also referred to as the "base" of the lash fusion) to form a straight line of artificial hairs that can be placed underneath an individual's natural lashes. For example, the multiple clusters can be fused together (e.g., via a heat seal process) approximately 1-5 millimeters (mm) above the base via crisscrossing artificial hairs. In some embodiments, the multiple clusters are fused together approximately 1.5-2.5 mm above the base. The distance from the base at which fusing occurs may depend on the desired fan-out of the artificial lashes (e.g., shorter distances may cause a larger fan-out). Adjacent clusters can be secured to one another when the intersecting portions of the crisscrossing artificial hairs are fused together. Such a technique allows a set of multiple lash fusions to appear seamless and blend in with an individual's natural lashes.

The base of the lash fusion (i.e., where the multiple clusters are fused together) is intended to be affixed to an individual's natural lashes. The lash fusion may be approximately 4-8 mm wide. A lash fusion could include 3-10, 3-7, 5-10, 5-7, or 4-6 clusters. Accordingly, a lash fusion could include 30-150, 30-120, or 30-90 individual artificial hairs.

A set of multiple lash fusions can then be formed by arranging the multiple lash fusions next to one another in a form that matches the curvature of the upper tightline along the base of an eyelid. While the multiple lash fusions are typically not connected to one another (e.g., are not fused together using heat, an adhesive, etc.), the entire set can be applied to the underside of the individual's natural lashes in a single motion. A set could include 3-8, 3-5, 5-8, or 4-6 lash fusions. Accordingly, a set could include 150-360 individual artificial hairs.

The number of lash fusions in a set may vary. In fact, because the multiple lash fusions are typically not secured to one another, an individual could decide to apply part of a set (e.g., five lash fusions rather than six lash fusions) based on the desired density.

Density of the artificial hairs may vary across the width of the eyelid. In some embodiments the artificial hairs are distributed evenly across the entire tightline (i.e., each cluster/lash fusion can include a substantially similar number of artificial lashes), while in other embodiments the artificial hairs are more densely populated in certain area(s) of the tightline (i.e., some clusters/lash fusions may include fewer artificial lashes than others). For example, density may be lower along the outer edge opposite the tear duct.

An adhesive may be applied to the top of each lash fusion within a set during the manufacturing process, which enables an individual to easily apply the set of lash fusions directly to the underside of the individual's eyelashes rather than to the individual's eyelid. Additionally or alternatively, the individual could apply an adhesive before applying the set of lash fusions to the individual's natural eyelashes. For example, the individual may apply an adhesive to the set of lash fusions before applying the set of lash fusions to the natural eyelashes. As another example, the individual could apply an adhesive directly to the natural eyelashes. The adhesive could be a waterproof glue or mascara.

Terminology

Brief definitions of terms, abbreviations, and phrases used throughout this application are given below.

Reference to "one embodiment" or "an embodiment" means that a particular feature, structure, or characteristic described in connection with the embodiment is included in at least one embodiment of the disclosure. The appearances of the phrase "in some embodiments" are not necessarily referring to the same embodiment, nor are they necessarily referring to separate or alternative embodiments that are mutually exclusive of one another.

The terms "connected," "coupled," or any variant thereof includes any connection or coupling between two or more elements, either direct or indirect. The coupling or connection between the elements can be physical, logical, or a combination thereof. For example, two components may be coupled directly to one another or via one or more intermediary channels/components. The words "associate with," meanwhile, mean connecting or relating objects, items, etc.

System Topology Overview

FIG. **2** depicts clusters of artificial lashes that can be used by professional lash technicians and cosmeticians. Each cluster of artificial lashes includes multiple artificial hairs that consist of natural materials (e.g., silk or authentic mink hair) or synthetic materials (e.g., acrylic resin, PBT, or synthetic mink hair made of polyester).

Clusters of artificial hairs typically include 10 to 30 hairs that are heated (e.g., as part of a hot melt process) and then secured to one another. For example, in some embodiments linear artificial lashes are heated at one end such that they begin to fuse to one another at that end, while in other embodiments linear artificial hairs are heated near a central point and folded underneath one another.

In some embodiments, some or all of the artificial hairs within a cluster may be tied to a support thread (i.e., knotted). The artificial hairs may be tied by any such means, such as a slip knot that prevents horizontal spreading of the cluster.

FIG. **3**A depicts how multiple clusters of artificial lashes can be connected to form a bundle (also referred to as a "lash fusion"). More specifically, the lash fusion can include multiple clusters that are fused together near the base to form a straight line of artificial hairs that can be applied along the upper tightline.

For example, the multiple clusters can be fused together (e.g., via a heat seal process) approximately 1-5 mm above the base via crisscrossing artificial hairs. In some embodiments, the multiple clusters are fused together approximately 1.5-2.5 mm above the base. Adjacent clusters can be secured to one another when the intersecting portions of the crisscrossing artificial hairs are fused together. Such a technique allows a set of multiple lash fusions to appear seamless and blend in with an individual's natural lashes.

The intersecting portions of the crisscrossing artificial hairs could also be connected using an adhesive (i.e., rather than being fused together via a hot melt process). In such embodiments, the multiple clusters may be exposed to a curing assembly (e.g., a heater, dryer, or light source) that causes the adhesive to solidify. Artificial lashes made of natural materials (e.g., human or authentic mink hair) are typically connected using a glue or other adhesive rather than through the hot melt process.

A lash fusion could include 3-10, 3-7, 5-10, 5-7, or 4-6 clusters. Accordingly, a lash fusion could include 30-90 individual artificial hairs. Here, for example, a first style of lash fusion includes nine clusters, while a second style of lash fusion includes five clusters.

Note, however, that both styles could include the same number of artificial lashes. For example, the first style of lash fusion may include nine clusters of five artificial lashes

each, while the second style of lash fusion may include five clusters of nine artificial lashes each. Both styles could also include different numbers of artificial lashes (e.g., the first style may include a higher density of artificial lashes, and thus be more appropriate for placement near the tear duct).

Lash fusions may be 4-8 mm wide, though embodiments are often 5-6 mm wide. This is much wider than conventional clusters (which are 1.5-2 mm wide), and thus provide greater coverage along the eyelid.

FIG. **3**B is a side view of two different styles of lash fusion. The multiple clusters of each lash fusion can be fused to one another (e.g., during a hot melt process). Such a design provides several advantages over conventional clusters of lash extensions.

For example, because the multiple clusters can be heat sealed to one another, the total height at the base of the lash fusion is only 0.05-0.15 mm. Conventional clusters, meanwhile, use a string at the base to connect the artificial hairs to one another. But the presence of the string causes the total height at the base of the cluster to exceed 0.3 mm (e.g., typically 0.3-0.7 mm).

Moreover, the lash fusions described here have no quantifiable weight. Therefore, the lash fusions can more easily adhere to an individual's natural lashes and remain secured for longer periods of time. Again, the presence of the string causes conventional clusters to have a quantifiable weight that affects how they must be adhered to the individual's natural lashes.

FIG. **3**C illustrates how a set of multiple lash fusions can be secured to an individual's lashline in a single motion. A set can include multiple lash fusions that are arranged to match the curvature of the upper tightline of an eyelid. For example, multiple lash fusions may be arranged such that the inner ends (i.e., the bases) form a concave shape that substantially complements the universal tightline of nearly any human eye. In some embodiments, sets preferably include five to seven distinct clusters of artificial lashes. The number of lash fusions within each set (as well as the number of clusters within each lash fusion) may be based on the thickness of the artificial hair used, the desired style of the eyelid on which the set is intended to be affixed, the desired lash density (also referred to as "fullness" of the individual's lashes), etc. As shown in FIG. **3**C, the set of lash fusions is aligned with the tightline rather than the lash line, and then affixed to the underside of the individual's natural lashes. Said another way, the set of lash fusions is applied directly to the underside of the natural lashes rather than to the eyelid.

An adhesive can be applied to the top of each lash fusion in the set, which enables an individual to easily apply the set directly to the natural lashes. The individual responsible for applying the set of lash fusions could be a person who affixes the lash fusions to herself or some other person (e.g., a professional lash technician or a cosmetician). In some embodiments, the adhesive is applied when the lash fusions and/or the set are initially manufactured. Additionally or alternatively, the individual could apply an adhesive before attaching the set of lash fusions to the individual's natural lashes.

The adhesive could be a waterproof (semi-permanent) glue, mascara, or some other co-polymer solution having an adhesive quality. Although latex-based adhesives are generally avoided to avoid irritation of the individual's eyelid (e.g., due to an allergic reaction), adhesives can include various other natural and/or chemical ingredients. Examples of possible adhesives include:

- Arcrylates/ethylhexyl acrylate copolymer, aqua, propylene glycol, ceteareth-25, hydrogenated castor oil, glycerin, phenoxyethanol, 2-bromo-2-nitropropane-1, 3-diol, methylcholoroisothiazolinone, methylisothiazolinone, methylparaben, and optionally a color agent (e.g., black 2 (Cl 77266));
- Polyterpene, styrene/isoprene copolymer, petrolatum, polyisobutene, microcrystalline wax (cera microcristalina, cire microcrystalline), hydrogenated styrene/methyl styrene/indene copolymer, styrene/VA copolymer, and optionally an antioxidant (e.g., butylated hydroxytoluene (BHT));
- Chlorine dioxide, p-anisic acid, biotin, *lavandula* angustifolio oil, propylene glycol, water, 2-ethylhexyl acrylate, and optionally a preservative (e.g., benzalkonium chloride); and
- Acrylate copolymer and water.

Those skilled in the art will recognize that many other adhesive compositions are possible and, in fact, may be desirable for individuals having certain allergies, desiring certain fixation duration (also referred to as "permanency" of the lash extensions), etc.

Semi-permanent clusters of lash extensions may be applied with a Federal Drug Administration-approved (FDA-approved) adhesive that achieves a strong bond. Such adhesives generally include cyanoacrylate. Different types of cyanoacrylates (e.g., ethyl, methyl, propyl, butyl, and octyl) have been designed for bonding to different surfaces. For example, adhesives made from methyl-2-cyanoacrylateare are designed to bond a smooth surface (e.g., the lash extension) to a porous surface (e.g., the natural eyelash), but not on the skin as it may cause irritation.

FIG. **4** illustrates how multiple lash fusions within a set can be positioned in a specified arrangement. While the multiple lash fusions within the set will typically not be connected to one another, the multiple lash fusions can be arranged such that the set substantially complements the shape of an eyelid. More specifically, the curvature of the multiple lash fusions may substantially match the tightline curvature of an average person. Thus, an entire set of lash fusions may become substantially flush with the lash line when the set is arranged proximate to the tightline. Together, the multiple lash fusions form a set of lash extensions that can be collectively applied in a single motion.

FIG. **5** depicts how the arrangement of the set of lash extensions enables all of the lash fusions to be simultaneously grasped by an applicator. More specifically, an individual or a healthcare professional, such as a lash technician or cosmetician, can grasp an entire set of lash extensions using the applicator and simultaneously apply the entire set of lash extensions to the individual's natural eyelashes in a single motion.

FIG. **6** depicts how the set of lash fusions can be placed underneath an individual's natural lashes, where the plastic represents the individual's eyelid. As further described below, an adhesive is applied to the top of each lash fusion in the set of lash extensions. Consequently, the set of lash extensions can be applied directly to the underside of the individual's natural lashes proximate to the tightline, rather than to the eyelid above the lash line.

FIG. **7** depicts how an adhesive can be applied to the top of an entire set of lash extensions or to the lash fusions that make up the set. Additionally or alternatively, an adhesive could be applied to the individual's natural lashes. The adhesive applied to the artificial lash extensions may the same adhesive applied to the individual's natural lashes or a different adhesive.

Such a technique enables the individual to easily apply the set of lash extensions directly to the underside of the individual's natural lashes proximate to the tightline, rather than to the individual's eyelid adjacent to the lash line. While multiple lash fusions are typically arranged with the intention that they be simultaneously grasped and applied to the individual's natural lashes, the individual could also individually apply the lash fusions.

The adhesive could be a semi-permanent glue or mascara. In some embodiments, the adhesive includes an oil-soluble polymer or a water-soluble polymer that helps to enhance adhesion and substantivity of the artificial lash extensions to the individual's natural eyelashes. The adhesive may be a waterproof formulation that allows the set of lash extensions to remain affixed to the individual's natural lashes for longer periods of time (e.g., days, weeks, or months).

Although latex-based adhesives are generally avoided to avoid irritation of the individual's eyelid (e.g., due to an allergic reaction), adhesives can include various other natural ingredients (e.g., sugar or honey) and/or chemical ingredients. For example, copolymer is often a main ingredient in many adhesive formulations. The adhesive could be a commercially-available adhesive for conventional lash extensions or a specialized composition for use with the set of lash extensions described herein. The adhesive could be clear or colored (e.g., milky white or black to emulate mascara).

FIG. **8** depicts a flow diagram of a process **800** for manufacturing a lash fusion including multiple clusters of artificial lashes. Clusters of artificial lashes are initially formed using, for example, a hot melt method in which artificial hairs are heated and connected to one another (step **801**). In some embodiments, linear artificial hairs are heated at one end such that they begin to fuse to one another at that end, while in other. In other embodiments, linear artificial hairs are heated near a central point and folded proximate to the central point (i.e., so that a single artificial hair appears as two artificial lashes). Artificial hairs can then be overlapped (e.g., near the fused end or central fold) to form a cluster.

The hot melt method requires that the multiple artificial hairs be heated to a temperature that is sufficient to cause the individual lashes to begin to melt. For example, artificial hairs made of PBT could be heated to approximately 55-110° C. at one end during a heat seal process (during which the heated ends begin to fuse to one another). Note, however, that clusters could include artificial hairs that consist of natural materials (e.g., silk or authentic mink hair) or synthetic materials (e.g., acrylic resin, PBT, or synthetic mink hair made of polyester). While clusters may include 10 to 90 artificial hairs, most clusters include 10 to 30 artificial hairs.

Multiple clusters can then be connected together to form a lash fusion (step **802**). More specifically, the lash fusion can include multiple clusters that are fused together near one end (i.e., the base) to form a straight line of artificial hairs that can be placed underneath an individual's natural lashes.

For example, the multiple clusters could be connected together using a hot melt method substantially similar to the hot melt method used to form the individual clusters. As noted above, the hot melt method requires that the multiple clusters be heated to a temperature that is sufficient to cause the individual lashes to begin to melt. Thus, clusters made of PBT could be heated to approximately 55-110° C. (e.g., 65° C.) near one end. For example, the clusters could be heated approximately 1.5-2.5 mm above the base. As the individual artificial hairs begin to melt, the multiple clusters will connect to one another near the base to form a straight line of artificial hairs, thereby forming a lash fusion.

As another example, the multiple clusters could be connected together using a glue or some other adhesive composed of various substances. In such embodiments, the clusters may be exposed to a curing assembly (e.g., a heater, dryer, or light source) that causes the adhesive to solidify. Thus, after multiple clusters have been formed (e.g., via a hot melt process), the multiple clusters may be glued to one another to form a lash fusion. Artificial lashes made of natural materials (e.g., human or authentic mink hair) are typically connected using a glue or other adhesive rather than through the hot melt process.

An adhesive (e.g., a pressure-sensitive adhesive) can then be applied to the top of the lash fusion (step **803**). The adhesive may enable an individual to subsequently apply the lash fusion directly to the underside of the individual's natural lashes. Additionally or alternatively, the individual could apply an adhesive before applying the lash fusion to the natural lashes.

In some embodiments, multiple lash fusion are positioned in a specified arrangement to form a set of lash extensions (step **804**). For example, 4-6 lash fusions could be arranged such that the inner ends (i.e., the bases) of the lash fusions form a concave shape that substantially complements the tightline of an eyelid. While the lash fusions are typically not connected to one another (e.g., are not fused together using heat, an adhesive, etc.), the entire set could be applied to the underside of the individual's natural lashes in a single motion.

FIG. **9** depicts a flow diagram of a process **900** for applying a set of artificial lash extensions to an individual's natural lashes. The set of lash extensions is initially acquired by the individual or a healthcare professional, such as a lash technician or cosmetician (step **901**). The set of artificial lash extensions can include multiple lash fusions, each of which is comprised of multiple clusters of artificial lashes. The set of artificial lash extensions can then be grasped using an applicator (step **902**). The applicator may be designed so that the entire set of artificial lash extensions (i.e., all of the lash fusions) can be seized and removed (e.g., from a surface to which the set of artificial lash extensions are attached) in a single motion.

In some embodiments an adhesive is applied to the top of each lash fusion in the set of artificial lash extensions (step **903**), while in other embodiments an adhesive is applied to the top of each lash fusion in the set of artificial lash extensions during the manufacturing process. The adhesive could be, for example, a waterproof glue or mascara. The set of artificial lash extensions can then be arranged proximate to the tightline beneath the individual's natural lashes (step **904**) and affixed to the underside of the individual's natural lashes (step **905**), rather than to the individual's eyelid above the lash line.

Unless contrary to physical possibility, it is envisioned that the steps described above may be performed in various sequences and combinations. For instance, an adhesive could be applied to the individual clusters before or after the clusters are formed into lash fusions. Other steps could also be included in some embodiments.

Remarks

The foregoing description of various embodiments of the claimed subject matter has been provided for the purposes of illustration and description. It is not intended to be exhaustive or to limit the claimed subject matter to the precise forms disclosed. Many modifications and variations will be apparent to one skilled in the art. Embodiments were chosen

and described in order to best describe the principles of the invention and its practical applications, thereby enabling those skilled in the relevant art to understand the claimed subject matter, the various embodiments, and the various modifications that are suited to the particular uses contemplated.

What is claimed is:

1. An artificial lash extension system comprising:

a plurality of lash extensions designed to attach adjacent to one another at an underside of natural lashes, each of the plurality of lash extensions comprising:

a plurality of clusters of artificial hairs, each of the plurality of clusters comprising at least two artificial hairs; and

a base from which the at least two artificial hairs of each of the plurality of clusters protrude, wherein at least some of the artificial hairs are connected to one another at a respective part of the base by at least an application of heat.

2. The artificial lash extension system of claim **1**, wherein the at least some of the artificial hairs that are connected to one another at the respective part of the base by at least the application of heat correspond to at least one of the plurality of clusters.

3. The artificial lash extension system of claim **1**, wherein the base of each of the plurality of lash extensions is formed by at least the application of heat.

4. The artificial lash extension system of claim **3**, wherein the plurality of clusters are connected together by at least the application of heat.

5. The artificial lash extension system of claim **1**, wherein the at least two artificial hairs comprise a synthetic material.

6. The artificial lash extension system of claim **5**, wherein the at least two artificial hairs comprise polybutylene terephthalate (PBT).

7. The artificial lash extension system of claim **5**, wherein the at least two artificial hairs comprise polyester.

8. The artificial lash extension system of claim **1**, wherein one or more of the at least two artificial hairs of a first cluster of the plurality of clusters crisscross one or more of the at least two artificial hairs of a second cluster of the plurality of clusters.

9. The artificial lash extension system of claim **1**, wherein an artificial hair of a first cluster of the plurality of clusters crisscrosses another artificial hair of the first cluster.

10. The artificial lash extension system of claim **1**, wherein the application of heat facilitates at least a partial melting of the at least some of the artificial hairs that are connected to one another at the respective part of the base.

11. The artificial lash extension system of claim **1**, wherein the application of heat comprises heat sealing.

12. The artificial lash extension system of claim **1**, wherein the application of heat comprises heat fusing.

13. The artificial lash extension system of claim **1**, wherein each of the plurality of lash extensions is further formed by an application of an adhesive.

14. The artificial lash extension system of claim **13**, wherein the plurality of clusters are connected together by at least the application of the adhesive.

15. The artificial lash extension system of claim **1**, wherein each of the plurality of clusters is connected to the base.

16. The artificial lash extension system of claim **15**, wherein one or more of the plurality of clusters is directly connected to an adjacent one of the plurality of clusters at the base.

17. The artificial lash extension system of claim **15**, wherein one or more of the plurality of clusters is indirectly connected to an adjacent one or more of the plurality of clusters.

18. The artificial lash extension system of claim **1**, wherein a thickness of the base ranges between 0.05 millimeters (mm) and 0.15 mm inclusive.

19. The artificial lash extension system of claim **1**, wherein a thickness of the base is less than 0.3 millimeters.

* * * * *

EXHIBIT B

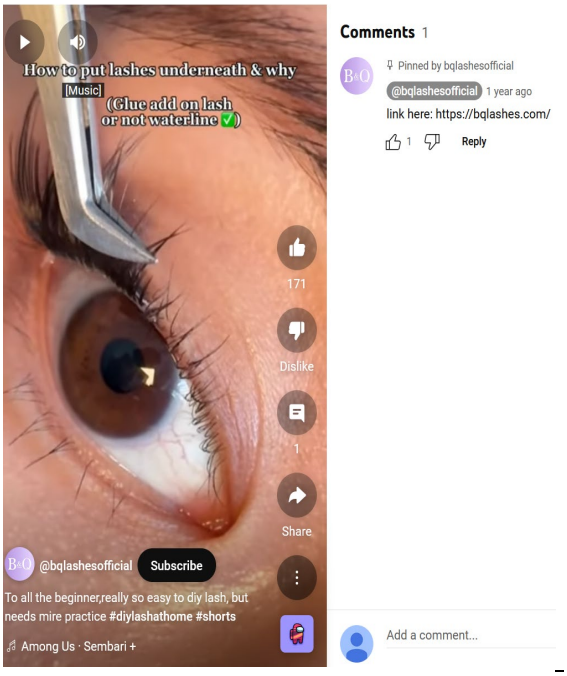
Infringement of U.S. Patent No. 11,253,020 By B&Qaugen

B&Qaugen makes, designs, develops, offers for sale, sells for importation within the United States products which infringe at least claims 1, 3, and 5-6 of U.S. Patent No. 11,253,020 ("the '020 patent"), as set forth below. The chart below provides only an exemplary identification of infringement of claims 1, 3, and 5-6 of the '020 patent based on facts and information known to date. Images in the chart below are exemplary only, as each accused Infringing Product includes similar if not identical components and instructions identified in the chart below.

Claim	Exemplary Infringing Product
1. An artificial lash extension system comprising:	B&Qaugen specifically designs each version of its lash extensions with artificial lashes advertised as made of PBT synthetic fibers, including, but not limited to, its DIY Lash Extension Kit B01+B02+B19 [B0CCDDLKL9], and DIY Lash Extension Kit B01+B10 [B0C6MLGLL7]. The accused Infringing Products have "lash clusters" that satisfy the elements of claim 1, as shown in further detail below. B&Qaugen advertises its lash clusters and kits as DIY lash extensions to be applied to the natural lashes (and thus are a lash extension system).  Lash Clusters Kit B01+B02+B19 Eyelash Extension Kit DIY Lash Extension Kit 156 PCS Lash Clusters 8-18mm Cluster with Lash Bond and Seal Lash Applicator Tool (Kit,Andromeda) Visit the B&Qaugen Store

Claim	Exemplary Infringing Product
	 Lash Extension Kit 192 pcs Eyelash Extension Kit B01+B10 8-18mm Mixed Lash Clusters Kit Individual Lashes Kit Wispy with Lash Glue and Remover Applications Eyelash Kit (B01+B10, Kit) Visit the B&Qaugen Store The DIY Lash Extension Kit B01+B02+B19 and B01+B10 each include "lash clusters" that are also sold by B&Qaugen as sets of individual lash clusters and not as part of a kit, as shown and illustrated below.  Lash Clusters B01 DIY Eyelash Extensions 72 Clusters Lashes C D Curl Mega Volume Individual Lashes Eyelash Clusters Extensions Wispy Lashes Cluster DIY at... Size:72 Piece Assortment Color:B 01  Lash Clusters B02 D Curl 18mm DIY Eyelash Extensions 72 Clusters Lashes C D Curl Mega Volume Individual Lashes Eyelash Clusters Extensions Individual Lashes Cluster DIY at Home (NM-D-18mm) Visit the B&Qaugen Store  Lash Clusters B19 D Curl 18mm DIY Lash Extensions 72 Clusters Lashes B&Qaugen LASH Wispy Fluffy Eyelash Clusters Extensions Single Lashes Individual... Size:D-18 mm Color:B 19

Claim	Exemplary Infringing Product
	 Lash Clusters B10 D Curl 18mm DIY Eyelash Extensions 72 Clusters Lashes Eyelash Clusters Eyelash Extensions Volume Wispy Individual Lash Cluster at Home Lash Extensions (B10,D-18mm) Visit the B&Qaugen Store
[1a] a plurality of lash extensions designed to attach adjacent to one another at an underside of natural lashes, each of the plurality of lash extensions comprising:	The B&Qaugen product comprises a plurality of lash extensions designed to attach adjacent to one another at an underside of natural lashes. As shown and described in Amazon listings for B10 style:  • 【Suitable to Wear】: Use a tweezer to pinch the band of cluster eyelashes and apply lash clusters below your natural lashes. You can barely feel the cluster lashes. The bottom of the clusters is flat and hardly noticeable. The lash band part will not stab your eyelid area when you blink. Bring you a perfect experience during lash application. • 【New Style New Possibility】: The individual cluster lashes are great for a natural look or glam look. You can apply silk cluster lashes in ascending order which gives a nice cat-eye effect—different sizes for different sections to choose from. The individual lashes blend effortlessly with other lengths and your own lashes and match more possibilities. In Amazon listings describing the entire “B” Series of lashes:

Claim	Exemplary Infringing Product
	 On videos posted on the B&Qaugen YouTube official page:  Screenshot from B&Qaugen YouTube official page:

Claim	Exemplary Infringing Product
	About 🎗 Hey luvs, welcome to B&Q Lash Official Channel! We are working on our own website! Our mission is to provide the Best Quality lashes products to our clients. Website: https://bqlashes.com/ 💥 Here you will learn the easiest way to achieve stunning lashes in your home with this DIY lashes tutorial! ✨ We also included some helpful tips and tricks to make the process easier for you. So grab your lashes and begin the DIY journey to perfect lashes! 💜 Don't forget to like and subscribe for more beauty tutorials like this! 🎗 Use coupon code "YOUTUBE10" for more discounts. **Links** **Shop Now** linktr.ee/bqlashesofficial **Instagram** instagram.com/bqlashesofficial **Tiktok** tiktok.com/@bqlashesofficial **Facebook** facebook.com/bqlashesofficial **Channel details**
[1b] a plurality of clusters of artificial hairs, each of the plurality of clusters comprising at least two artificial hairs; and a base from which the at least two artificial hairs of each of the plurality of clusters protrude, wherein at least some of the artificial hairs are connected to one another at a respective part of the base by at least an application of heat.	The DIY Lash Extension product comprises a plurality of clusters of artificial hairs, Screen shot from Amazon B&Qaugen DIY Lash Extension Kit B01+B10 [B0C6MLGLL7] • 【Great Quality】Lash kit choose high-quality PBT material and the individual lashes, which is comfortable and lightweight, and the eyelash extension band is thinner and comfortable to wear. Looking forward eye lash extension lash kit to giving you looks real gorgeous results. Furthermore, the DIY Lash Extension products sold by B&Qaugen comprise a plurality of clusters of artificial hairs, each of the plurality of clusters comprising at least two artificial hairs, and a base from which at least two of the artificial hairs of each of the plurality of clusters protrude:

Claim	Exemplary Infringing Product
	 Screenshot from Amazon BQaugen Lash Clusters B02 DIY Eyelash 72 Cluster Lashes C D Curl Mega Volume [B09WHWZS2P] As shown below, in its Amazon listings B&Qaugen explicitly shows and states that its artificial hairs are connected to one another at a respective part of the base by being "Heat Bonded" and "Will not fall apart":  Thus, the B&Qaugen DIY Lash Clusters include at least some artificial hairs that are connected to one another at a respective part of the base by at least an application of heat.
3. The artificial lash extension system of claim 1, wherein the base of each of the plurality of lash extensions is formed by at least the application of heat.	 As shown above, in its Amazon listings B&Qaugen explicitly shows and states that the base of each of the plurality of lash extensions is formed by being "Heat Bonded."

Claim	Exemplary Infringing Product
	Thus, the B&Qaugen DIY Lashes meet the limitation that the base of each of the plurality of lash extensions is formed by at least an application of heat.
Claim	**Accused Product**
5. The artificial lash extension system of claim 1, wherein the at least two artificial hairs comprise a synthetic material.	Screen shot from Amazon B&Qaugen DIY Lash Extension Kit B01+B10 [B0C6MLGLL7], PBT is a synthetic material: • 【Great Quality】Lash kit choose high-quality PBT material and the individual lashes, which is comfortable and lightweight, and the eyelash extension band is thinner and comfortable to wear. Looking forward eye lash extension lash kit to giving you looks real gorgeous results.
Claim	**Accused Product**
6. The artificial lash extension system of claim 5, wherein the at least two artificial hairs comprise polybutylene terephthalate (PBT).	See screen shot above for claim 5, where the synthetic material is identified as PBT.

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

LASHIFY, INC., **Plaintiff,** **v.** **QINGDAO LASHBEAUTY COSMETIC CO., LTD. d/b/a WORLDBEAUTY,** **Defendant**	**6:22-cv-00776-ADA-DTG**

ORDER OF JUDGMENT

This action came before the Court for trial by jury commencing on August 19, 2024 between Plaintiff Lashify, Inc. ("Lashify") and Defendant Qingdao Lashbeauty Cosmetic Co., Ltd. d/b/a Worldbeauty ("Worldbeauty"). The issues have been tried and the jury rendered its unanimous verdict on August 23, 2024 (Dkt. No. 313). Pursuant to Rule 58 of the Federal Rules of Civil Procedure and in accordance with the jury's verdict and the entirety of the record, the Court hereby **ORDERS** and **ENTERS JUDGMENT** as follows:

1. Worldbeauty has directly infringed claim 3 of U.S. Patent No. 11,219,260 (the '260 patent), claim 6 of U.S. Patent No. 11,253,020 (the '020 patent), and claim 15 of U.S. Patent No. 11,234,472 (the '472 patent) (collectively, the "Asserted Claims").
2. Worldbeauty's direct infringement of the Asserted Claims was willful.
3. Worldbeauty has failed to prove the Asserted Claims are invalid as obvious in light of the prior art or as anticipated by prior art.

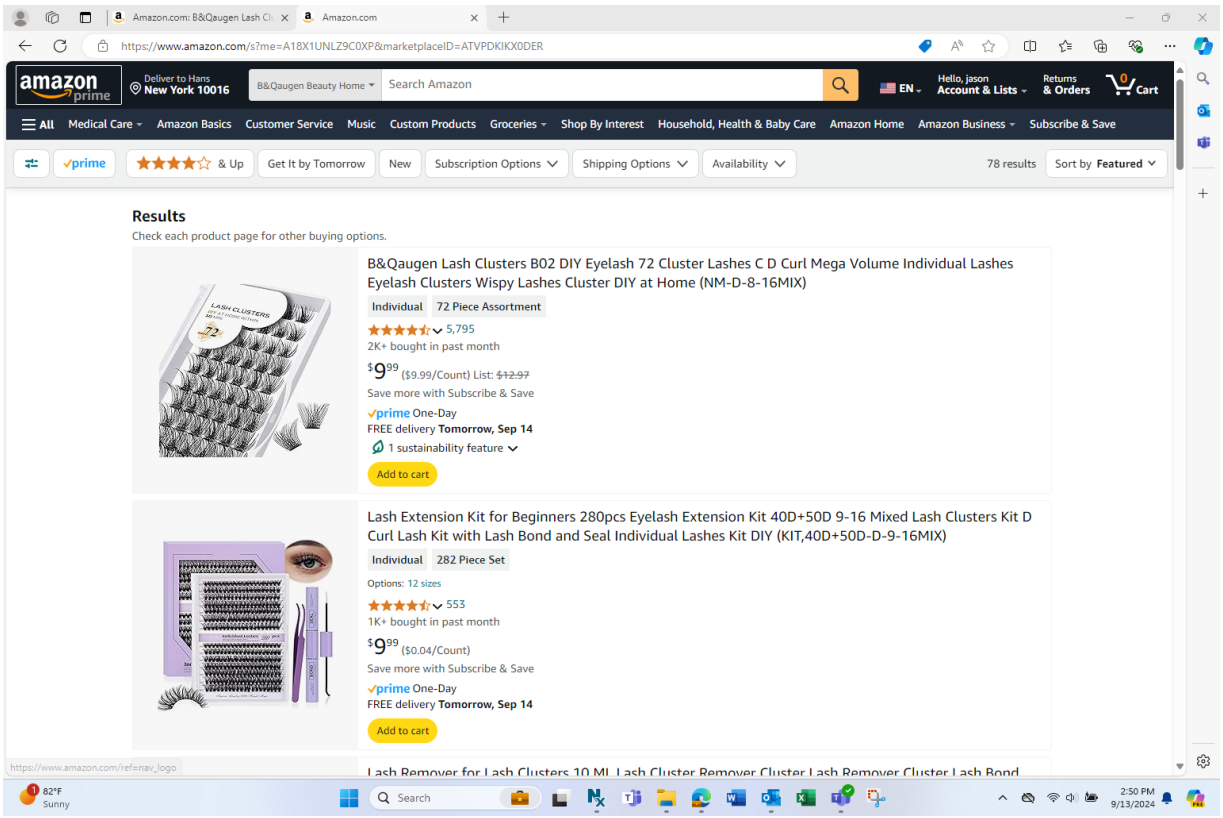
4. Judgment is hereby entered in favor of Lashify and against Worldbeauty in the sum of $34,098,049 for Worldbeauty's infringement of the Asserted Claims through November 5, 2023.
5. Worldbeauty shall provide an accounting for sales of the Accused Products for the period of November 6, 2023 until the jury's verdict on August 23, 2024 no later than two weeks after entry of this Judgment.
6. Briefing on Lashify's motion for a permanent injunction will proceed according to the parties' stipulated schedule. *See* Dkt. No. 324.
7. With the exception of the deadlines for a permanent injunction motion set forth above, this Judgment starts the time for filing any post-trial motions or appeal including but not limited to: bill of costs; renewed motions for judgment as a matter of law and/or new trial under Fed. R. Civ. P. 50(b) and 59; motions to amend the judgment; motions for the award of supplemental damages, enhanced damages, and pre- and post-judgment interest; motions for an exceptional case finding and the award of attorney's fees; and any other motions for equitable relief that may be just and proper. All such motions shall be filed within 28 days of entry of this Judgment.
8. Any other relief requested by either party which is now pending before the Court and not specifically awarded or addressed herein is **DENIED**.

So ORDERED and SIGNED this 23rd day of September, 2024.

ALAN D ALBRIGHT
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT D

Defendant Infringing Storefront


Amazon.com: B&Qaugen Lash Cl
Amazon.com
https://www.amazon.com/s?me=A18X1UNLZ9C0XP&marketplaceID=ATVPDKIKX0DER
amazon prime
Deliver to Hans New York 10016
B&Qaugen Beauty Home
Search Amazon
EN
Hello, jason Account & Lists
Returns & Orders
Cart
All Medical Care Amazon Basics Customer Service Music Custom Products Groceries Shop By Interest Household, Health & Baby Care Amazon Home Amazon Business Subscribe & Save
prime & Up Get It by Tomorrow New Subscription Options Shipping Options Availability
78 results
Sort by Featured
Results
Check each product page for other buying options.
B&Qaugen Lash Clusters B02 DIY Eyelash 72 Cluster Lashes C D Curl Mega Volume Individual Lashes Eyelash Clusters Wispy Lashes Cluster DIY at Home (NM-D-8-16MIX)
Individual 72 Piece Assortment
5,795
2K+ bought in past month
$9.99 ($9.99/Count) List: $12.97
Save more with Subscribe & Save
prime One-Day
FREE delivery Tomorrow, Sep 14
1 sustainability feature
Add to cart
Lash Extension Kit for Beginners 280pcs Eyelash Extension Kit 40D+50D 9-16 Mixed Lash Clusters Kit D Curl Lash Kit with Lash Bond and Seal Individual Lashes Kit DIY (KIT,40D+50D-D-9-16MIX)
Individual 282 Piece Set
Options: 12 sizes
553
1K+ bought in past month
$9.99 ($0.04/Count)
Save more with Subscribe & Save
prime One-Day
FREE delivery Tomorrow, Sep 14
Add to cart
Lash Remover for Lash Clusters 10 ML Lash Cluster Remover Cluster Lash Remover Cluster Lash Bond
82°F Sunny
Search
2:50 PM 9/13/2024


Amazon.com: B&Qaugen Lash Cl
Amazon.com: B&Qaugen Lash Cl
https://www.amazon.com/Clusters-Eyelash-Extensions-Individual-NM-D-8-16MIX/dp/B09WHWZS2P?ref_=ast_sto_dp
amazon prime
Deliver to Hans New York 10016
Beauty & Personal Care
Search Amazon
EN
Hello, jason Account & Lists
Returns & Orders
Cart
All Medical Care Amazon Basics Customer Service Music Custom Products Groceries Shop By Interest Household, Health & Baby Care Amazon Home Amazon Business Subscribe & Save
All Beauty Premium Beauty Makeup Skin Care Hair Care Fragrance Tools & Accessories Personal Care Oral Care Men's Grooming Professional Beauty Best Sellers New Arrivals FSA Eligible Items
Individual Cluster Lash Glue
Individual Lash Glue Lash Cluster Glue DIY Eyelash Extension Adhesive Long Lasting Waterproof Low Irritation Eyelash Glue for Professional and Self U...
$8.99 prime
Sponsored
Beauty & Personal Care › Tools & Accessories › Makeup Brushes & Tools › Eye › False Eyelashes & Adhesives › False Lashes
LASH CLUSTERS
DIY AT HOME WITHIN 10 MIN
72
20 VIDEOS
Roll over image to zoom in
B&Qaugen Lash Clusters B02 DIY Eyelash 72 Cluster Lashes C D Curl Mega Volume Individual Lashes Eyelash Clusters Wispy Lashes Cluster DIY at Home (NM-D-8-16MIX)
Visit the B&Qaugen Store
4.4 5,795 ratings | Search this page
1 sustainability feature
2K+ bought in past month
-23% $9.99 ($9.99 / Count)
List Price: $12.97
prime One-Day
Save up to 28% with business pricing. Sign up for a free Amazon Business account
Bundles with this item
Lash Clusters B02 + B16
-14% $16.99
Was: $19.98
See all bundles
Color B 02
Delivery Pickup
One-time purchase:
$9.99 ($9.99 / Count)
prime One-Day
FREE delivery Tomorrow, September 14. Order within 6 hrs 24 mins
Deliver to Hans - New York 10016
In Stock
Quantity: 1
Add to Cart
Buy Now
Ships from Amazon
Sold by B&Qaugen Beauty Home
Returns Non-returnable due to Product safety reasons
Payment Secure transaction
See more
Add a gift receipt for easy returns
82°F Sunny
Search
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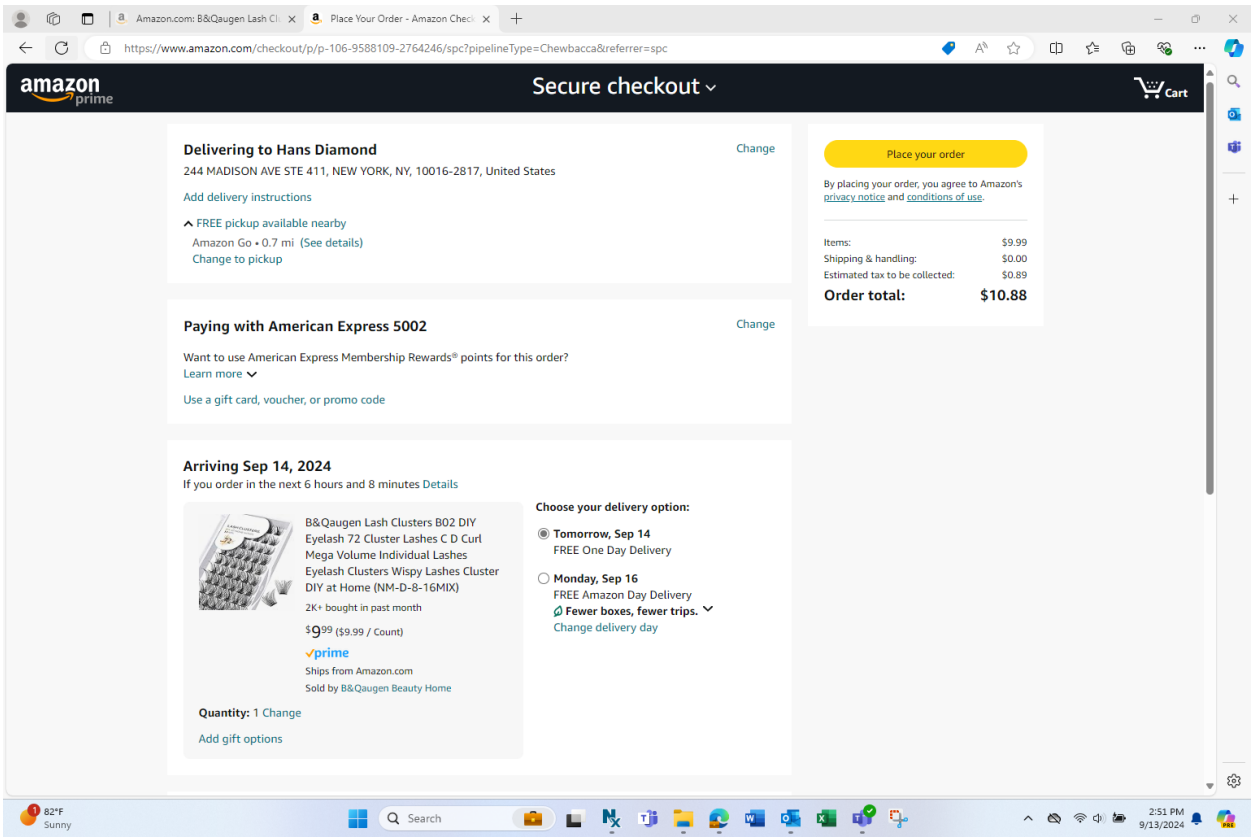
Amazon.com: B&Qaugen Lash Cl
Place Your Order - Amazon Chec
https://www.amazon.com/checkout/p/p-106-9588109-2764246/spc?pipelineType=Chewbacca&referrer=spc
amazon prime
Secure checkout
Cart
Delivering to Hans Diamond
Change
244 MADISON AVE STE 411, NEW YORK, NY, 10016-2817, United States
Add delivery instructions
FREE pickup available nearby
Amazon Go • 0.7 mi (See details)
Change to pickup
Paying with American Express 5002
Change
Want to use American Express Membership Rewards® points for this order?
Learn more
Use a gift card, voucher, or promo code
Arriving Sep 14, 2024
If you order in the next 6 hours and 8 minutes Details
B&Qaugen Lash Clusters B02 DIY Eyelash 72 Cluster Lashes C D Curl Mega Volume Individual Lashes Eyelash Clusters Wispy Lashes Cluster DIY at Home (NM-D-8-16MIX)
2K+ bought in past month
$9.99 ($9.99 / Count)
prime
Ships from Amazon.com
Sold by B&Qaugen Beauty Home
Quantity: 1 Change
Add gift options
Choose your delivery option:
Tomorrow, Sep 14
FREE One Day Delivery
Monday, Sep 16
FREE Amazon Day Delivery
Fewer boxes, fewer trips.
Change delivery day
Place your order
By placing your order, you agree to Amazon's privacy notice and conditions of use.
Items: $9.99
Shipping & handling: $0.00
Estimated tax to be collected: $0.89
Order total: $10.88
82°F Sunny
Search
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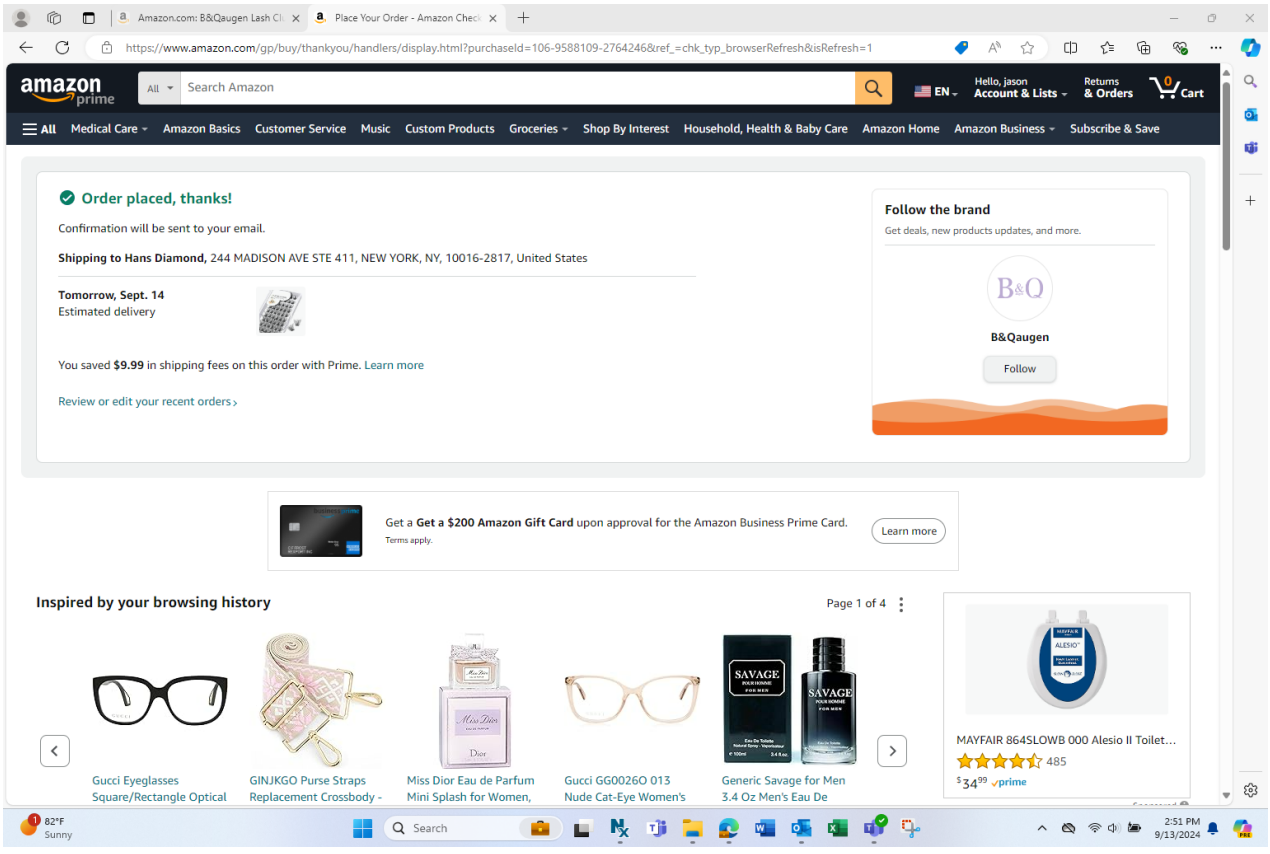
Amazon.com: B&Qaugen Lash Cl
Place Your Order - Amazon Chec
https://www.amazon.com/gp/buy/thankyou/handlers/display.html?purchaseId=106-9588109-2764246&ref_=chk_typ_browserRefresh&isRefresh=1
amazon prime
All
Search Amazon
EN
Hello, jason
Account & Lists
Returns & Orders
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All
Medical Care
Amazon Basics
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Custom Products
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Shop By Interest
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Amazon Business
Subscribe & Save
Order placed, thanks!
Confirmation will be sent to your email.
Shipping to Hans Diamond, 244 MADISON AVE STE 411, NEW YORK, NY, 10016-2817, United States
Tomorrow, Sept. 14
Estimated delivery
You saved $9.99 in shipping fees on this order with Prime. Learn more
Review or edit your recent orders
Follow the brand
Get deals, new products updates, and more.
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B&Qaugen
Follow
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Gucci Eyeglasses Square/Rectangle Optical
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Miss Dior Eau de Parfum Mini Splash for Women,
Gucci GG0026O 013 Nude Cat-Eye Women's
Generic Savage for Men 3.4 Oz Men's Eau De
MAYFAIR 864SLOWB 000 Alesio II Toilet...
485
$34.99 prime
82°F Sunny
Search
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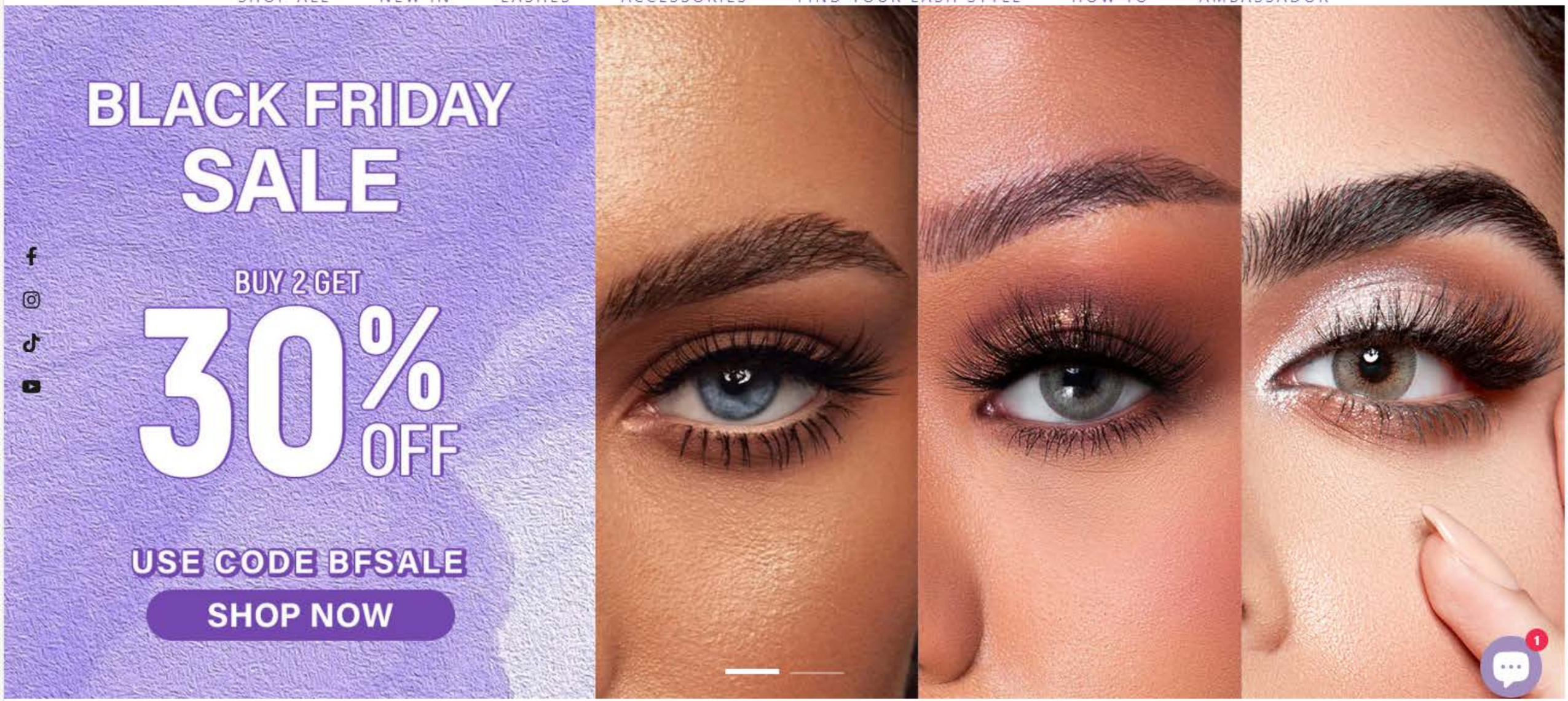
Defendant Infringing Website

Shipping Time: 3-5 working days Enjoy Free Shipping on All Orders! Shipping Time: 3-5 working days Enjoy Free Shipping on All Orders! Shipping Time: 3-5 worki

English - US dollar ($)

B&Q

SHOP ALL NEW IN LASHES ACCESSORIES FIND YOUR LASH STYLE HOW TO AMBASSADOR



atic Discount 60% OFF NOW |Automatic Discount 60% OFF NOW |Automatic Discount 60% OFF NOW |Automatic Discount

Featured Products

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Search
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Contact information

CONTACT US

If you have any questions or concerns, please do not hesitate to contact us.

We would love to hear from you, contact us on:

Email: info@bqlashes.com

S&P 500 +0.17%
Search
6
1:06 PM 11/19/2024

ALL Lashes

BUY **2** GET **30%OFF**

CODE:**BFSALE**

Availability

Reset

In stock (30)

Out of stock (5)

Price

Reset

$

Price: USD$0 – USD$39.99

SORT BY

31 products

B&QAUGEN

70D+90D Ultra-Soft Fluffy Individual Lashes Kit

USD$29.99

B&QAUGEN

B02 DIY Cluster Lash Extensions Essential Kit--160Pcs

~~USD$29.99~~ From USD$16.99

B&QAUGEN

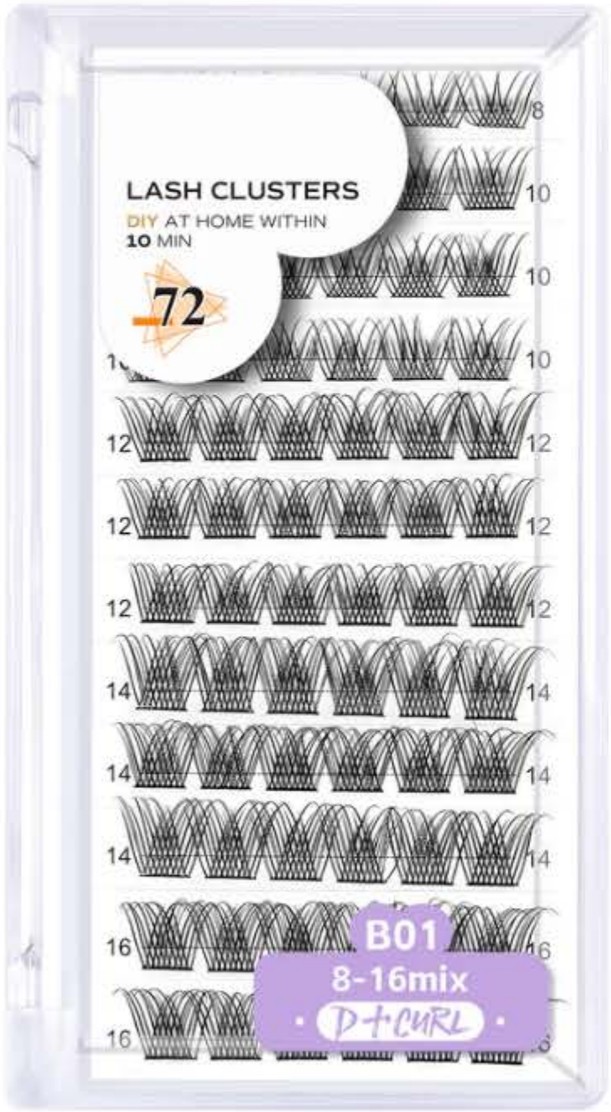
3D Effect Natural Volume DIY Cluster Lash Extensions Kit- D03

USD$39.99

B&QAUGEN

BM03 Flat Matte DIY Cluster Lash Extensions Kit

~~USD$39.99~~ USD$33.99



B01 Lash Clusters DIY Eyelash Extensions 72 Clusters Lashes

USD$9.99

Shipping calculated at checkout.

CRAZY SALE|40%OFF NOW

LENGTH

12-18mix | ~~10mm~~ | ~~12mm~~ | ~~14mm~~ | 16mm | 18mm | ~~8-16mix~~

CURL

D

1

ADD TO CART

Pay with PayPal

More payment options

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Search
11:18 AM 11/18/2024

B&Q

Review and pay

PayPal

receipts@ipcounselors.com

Ship to

Country/Region
United States

First name
Ken

Last name
Springs

Address
244 Madison Ave suite 411

City
New York

State
New York

ZIP code
10016

Phone

Shipping method

Free Standard Shipping (5-12 business days) · **FREE**

Payment method

PayPal · receipts@ipcounselors.com

Email me with news and offers

Use shipping address as billing address

Pay now

B01 Lash Clusters DIY Eyelash Extensions 72 Clusters Lashes
12-18mix / D

$9.99

Discount code or gift card

Apply

Subtotal	$9.99
Shipping	FREE
Total	USD **$9.99**

B&Q

Confirmation #CGFWJLJI9

Thank you, Ken!

Your order is confirmed

You'll receive a confirmation email with your order number shortly.

Download Shop to track package

Email me with news and offers

Order details

Contact information

receipts@ipcounselors.com

Payment method

Express - $9.99

Shipping address

Ken Springs
244 Madison Ave suite 411
New York NY 10016
United States
2122925390

Billing address

Ken Springs
244 Madison Ave suite 411
New York NY 10016
United States
2122925390

Shipping method

1 B01 Lash Clusters DIY Eyelash Extensions 72 Clusters Lashes — $9.99
12-18mix / D

Subtotal	$9.99
Shipping	FREE
Total	USD $9.99