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Americas Inc., POP MART (Singapore)
8 Holding Pte. Ltd., and Beijing POP
MART Cultural & Creative Co. Ltd.
9

10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION

13 POP MART AMERICAS INC., POP
14 MART (SINGAPORE) HOLDING
15 PTE. LTD., AND BEIJING POP MART
CULTURAL & CREATIVE CO. LTD.

16 Plaintiffs,

17 vs.

18 7-ELEVEN, INC., MAYER
19 BROTHERS GROUP, INC. (D/B/A 7-
ELEVEN STORE NO. 37950), HRBS
20 ENTERPRISES, INC. (D/B/A 7-
ELEVEN STORE NO. 34765),
21 CHITTA CHANNIN (D/B/A 7-
ELEVEN STORE NO. 39569), TERA
22 TERA, INC. (D/B/A 7-ELEVEN
STORE NO. 32606), NEETTRIO INC.
23 (D/B/A 7-ELEVEN STORE NO.
16027), SANDHU MCHENRY &
24 MORRIS STORE, LLC, (D/B/A 7-
ELEVEN STORE NO. 42272),
25 SANDHU SE STORES INC. (D/B/A 7-
ELEVEN STORE NO. 42272), AND
26 WEST ADAMS PETROLEUM, INC.
27 (D/B/A 7-ELEVEN STORE NO.
39807).

28 Defendants.

CASE NO. 2:25-cv-6555

COMPLAINT FOR:

- (1) **FEDERAL TRADEMARK COUNTERFEITING, 15 U.S.C. § 1114**
- (2) **CONTRIBUTORY FEDERAL TRADEMARK COUNTERFEITING, 15 U.S.C. § 1114**
- (3) **VICARIOUS FEDERAL TRADEMARK COUNTERFEITING, 15 U.S.C. § 1114**
- (4) **FEDERAL TRADEMARK INFRINGEMENT, 15 U.S.C. § 1114**
- (5) **CONTRIBUTORY FEDERAL TRADEMARK INFRINGEMENT, 15 U.S.C. § 1114**

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- (6) VICARIOUS TRADEMARK INFRINGEMENT, 15 U.S.C. § 1114**
- (7) TRADEMARK INFRINGEMENT AND FALSE DESIGNATION OF ORIGIN— 15 U.S.C. § 1125**
- (8) CONTRIBUTORY TRADEMARK INFRINGEMENT AND FALSE DESIGNATION OF ORIGIN— 15 U.S.C. § 1125**
- (9) VICARIOUS TRADEMARK INFRINGEMENT AND FALSE DESIGNATION OF ORIGIN— 15 U.S.C. § 1125**
- (10) FEDERAL TRADE DRESS INFRINGEMENT, 15 U.S.C. § 1125**
- (11) CONTRIBUTORY FEDERAL TRADE DRESS INFRINGEMENT, 15 U.S.C. § 1125**
- (12) VICARIOUS FEDERAL TRADE DRESS INFRINGEMENT, 15 U.S.C. § 1125**
- (13) UNFAIR COMPETITION, 15 U.S.C. § 1125(a)(1)**
- (14) STATE STATUTORY AND COMMON LAW UNFAIR COMPETITION, CAL. BUS. & PROF. CODE § 17200**
- (15) FEDERAL COPYRIGHT INFRINGEMENT, 17 U.S.C. § 101**
- (16) CONTRIBUTORY FEDERAL COPYRIGHT INFRINGEMENT, 17 U.S.C. § 101**

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**(17) VICARIOUS LIABILITY
FEDERAL COPYRIGHT
INFRINGEMENT, 17 U.S.C.
§ 101
JURY DEMAND**

1 Plaintiffs POP MART Americas Inc., POP MART (Singapore) Holding Pte.
2 Ltd., and Beijing POP MART Cultural & Creative Co. Ltd. (collectively, “POP
3 MART”) bring this action against Defendants 7-Eleven, Inc. and seven of its
4 California stores for injunctive relief and damages under the laws of the United States
5 and the State of California, and allege, based on their personal knowledge as to their
6 own actions and upon information as to the actions of others, as follows:

7 **INTRODUCTION**

8 1. POP MART designs, manufactures and distributes innovative,
9 distinctive, and extremely popular toy experiences under the “POP MART” brand,
10 including their popularly beloved character LABUBU, the artist-designed star of THE
11 MONSTERS series. The LABUBU doll and character is a global viral phenomenon,
12 receiving recent coverage in The New York Times and The Wall Street Journal, and
13 social media posts from or featuring celebrities and influencers such as David
14 Beckham, Kim Kardashian, Rihanna and Cher. In addition to innovative toy design,
15 POP MART is also an innovator in toy presentation, offering its products in a variety
16 of fun and exciting ways, including “blind box” presentation in stores, robotic vending
17 machines, and official online channels, including the Pop Mart app and popmart.com.

18 2. POP MART does not offer its products in 7-Eleven stores, which are
19 well known for offering snacks and everyday necessities, but not innovative, carefully
20 managed, artist-designed toy experiences. POP MART has discovered that, as the
21 LABUBU dolls’ popularity exploded, 7-Eleven locations began offering counterfeit
22 versions of many POP MART products. The 7-Eleven products are of inferior quality,
23 but they use identical or virtually identical copies of POP MART’s trademarks, trade
24 dress and product and packaging design. **Table A** below shows examples of a
25 genuine POP MART product compared to a counterfeit product sold in a 7-Eleven
26 store.

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THE PARTIES

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4. Plaintiff POP MART Americas Inc. (“POP MART Americas”) is a Delaware corporation with its principal place of business in Glendale, California.

5. Plaintiff POP MART (Singapore) Holding Pte. Ltd. (“POP MART Singapore”) is a Singapore company with its principal place of business in Singapore.

6. Plaintiff Beijing POP MART Cultural & Creative Co. Ltd. (“POP MART Beijing”) is a Chinese company with its principal place of business in Beijing, China.

7. Defendant 7-Eleven, Inc. (“7-Eleven”) is a Texas corporation with its principal place of business in Irving, Texas.

8. Defendant Mayer Brothers Group, Inc. (“7-Eleven Barstow Store”) is a California corporation with its principal place of business in Apple Valley, California. Mayer Brothers Group, Inc. owns 7-Eleven Store No. 37950, a 7-Eleven store located at 491 Armory Road, Barstow, California 92311.

9. Defendant HRBS Enterprises, Inc. (“7-Eleven Flintridge Store”) is a California corporation with its principal place of business in Anaheim, California. HRBS Enterprises, Inc. owns 7-Eleven Store No. 34765, a 7-Eleven store located at 1535 Foothill Boulevard, La Cañada Flintridge, California 91011.

10. Defendant Chitta Channin (“7-Eleven Glendale Store”) is a California corporation with its principal place of business in Tarzana, California. Chitta Channin owns 7-Eleven Store No. 39569, a 7-Eleven store located at 901 Central Ave., Glendale, California 91203.

11. Defendant Tera Tera, Inc. (“7-Eleven San Diego Store”) is a California corporation with its principal place of business in Los Angeles, California. Tera Tera, Inc. owns 7-Eleven Store No. 32606, a 7-Eleven store located at 9609 Aero Drive, West Canyon Ave., San Diego, California 92123.

12. Defendant Neetrio Inc. (“7-Eleven Simi Valley Store”) is a California corporation with its principal place of business in Simi Valley, California. Neetrio,

1 Inc. owns 7-Eleven Store No. 16027, a 7-Eleven store located at 1850 Cochran St.,
2 Simi Valley, California 93065.

3 13. Defendant Sandhu McHenry & Morris Store, LLC is a California limited
4 liability company with its principal place of business in Modesto, California.
5 Defendant is a California corporation with its principal place of business in Ripon,
6 California. Sandhu McHenry & Morris Store, LLC and Sandhu SE Stores Inc.
7 (collectively, “7-Eleven Modesto Store”) own 7-Eleven Store No. 42272, a 7-Eleven
8 store located at 2133 Yosemite Blvd., Modesto, California 95354.

9 14. Defendant West Adams Petroleum, Inc. (“7-Eleven Los Angeles Store”)
10 is a California corporation with its principal place of business in Los Angeles,
11 California. West Adams Petroleum, Inc. owns 7-Eleven Store No. 39807, a 7-Eleven
12 store located at 1691 W Adams Blvd., Los Angeles, California 90007.

13 **JURISDICTION AND VENUE**

14 15. This action arises under 15 U.S.C. § 1114, 15 U.S.C. § 1125 and 17
15 U.S.C. §§ 101 *et seq.* The Court has subject matter jurisdiction pursuant to 28 U.S.C.
16 §§ 1331 and 1338(a), as well as upon principles of supplemental jurisdiction pursuant
17 to 28 U.S.C. § 1367.

18 16. This Court has personal jurisdiction over each of the Defendants because
19 each of them conducts business in and is found in this State and, furthermore, because
20 each of them has committed the unlawful acts complained of in this State, including
21 but without limitation selling, marketing and distributing their counterfeit and
22 infringing goods in this State.

23 17. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and 1400(a)
24 because the events giving rise to Plaintiffs’ claims occurred and are occurring in this
25 district and because one or more defendants resides or may be found in this district.

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FACTUAL ALLEGATIONS

POP MART Launches LABUBU

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3 18. POP MART is a leading global design, toy and collectibles brand known
4 for its vibrant, imaginative designer toys. POP MART collaborates with talented
5 artists and major media companies (such as Disney) to produce high-quality blind
6 boxes and designer figures that blend art, pop culture, and storytelling. Their unique
7 retail experience—ranging from stylish flagship stores to fun robotic vending
8 machines (i.e., “Roboshops”)—makes collecting both exciting and accessible. POP
9 MART has built a passionate community of collectors worldwide, transforming art
10 toys into a cultural phenomenon.

11 19. POP MART’s signature “blind box” model transforms the simple act of
12 buying a toy into an exciting experience. Customers purchase sealed boxes without
13 knowing which specific POP MART character they will unbox.

14 20. POP MART sells its products through its online shop, located at
15 www.popmart.com, through the POP MART app, and in more than 550 POP MART
16 retail stores and more than 2,500 POP MART Roboshops across more than 30
17 countries and regions.

18 21. In September 2023, POP MART opened a theme park in Beijing, China
19 called Pop Land. Pop Land is an immersive world where many of POP MART’s
20 beloved characters come to life. It offers a variety of attractions, photo opportunities,
21 and experiences with interactive displays, performances, and souvenir shops.

22 22. One of POP MART’s most beloved characters is LABUBU, the quirky
23 star from POP MART’s hit THE MONSTERS series, designed by Hong Kong artist
24 Kasing Lung. THE MONSTERS series was inspired by Norse mythology and
25 features a “tribe” of magical elf characters that inhabit the Nordic forests and love a
26 bit of harmless mischief but have hearts of gold. The elves include the LABUBU,
27 MOKOKO, and ZIMOMO dolls and characters.

28

1 23. First introduced in picture books in 2015, the LABUBU character’s viral
2 breakout moment came in 2023 with POP MART’s vinyl plush LABUBU keychains
3 that racked up more than 2 million #LABUBU posts on TikTok alone in the last two
4 years¹ and appeared as the accessories of celebrities from Rihanna to Blackpink’s
5 Lisa.

6 24. LABUBU dolls have been released and appeared as part of several series
7 in THE MONSTERS line of products, including but not limited to:

- 8 (a) Vinyl Plush Pendants - Blind Box
9 (i) THE MONSTERS Exciting Macaron Series;
10 (ii) THE MONSTERS Have A Seat Series;
11 (iii) THE MONSTERS Big into Energy Series;
12 (b) Figures - Blind Box
13 (i) THE MONSTERS Lazy Yoga Series;
14 (ii) THE MONSTERS Wacky Mart Series;
15 (iii) THE MONSTERS Almost Hidden Series.

16 25. Each LABUBU doll in the above-listed series comes in a “blind box”
17 with distinctive, carefully designed packaging (collectively, the “LABUBU Blind
18 Box Series”). With a blind box, the customer does not know which specific doll in
19 the series is in the box. To find out, the customer first must open the box itself, and
20 either find a card inside revealing the character information, or open a sealed
21 decorative bag inside of the box, to reveal which doll is inside. **Table B** and **Table C**
22 below show each of the items in certain toy series within two categories. The **Table B**
23 series, in the first category, are the LABUBU Vinyl Plush Pendant Blind Boxes, and
24 the dolls within that group hang from a keychain. The **Table C** series, in the second
25 category, are the LABUBU Figures Blind Boxes and feature dolls without that
26

27 ¹ <https://ads.tiktok.com/business/creativecenter/hashtag/LABUBU>. Unless
28 otherwise indicated, every hyperlink referenced herein was last visited on July 17,
2025.

1 feature. In addition to the regular dolls in each series, each of the LABUBU Blind
2 Box Series includes a “Secret” or “Mystery Guest” doll, which is shown in the red
3 circle in each of the series’ photos. Purchase of a “Whole Set” (where the series
4 features seven toys, for example) means the customer will receive six of the seven
5 LABUBU characters in the series with no duplicates, and each box in the set is still
6 “blind.”

7 **Table B: LABUBU Vinyl Plush Pendant Blind Boxes**

1	<p data-bbox="609 625 1266 709">THE MONSTERS Exciting Macaron Series (released on October 27, 2023)²</p> <div data-bbox="479 724 1388 1081"><p data-bbox="527 1039 722 1071">SINGLE BOX</p><p data-bbox="1096 1039 1274 1071">WHOLE SET</p></div>
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28 ² <https://www.popmart.com/us/pop-now/set/40>.

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Table B: LABUBU Vinyl Plush Pendant Blind Boxes



Table B: LABUBU Vinyl Plush Pendant Blind Boxes

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THE MONSTERS Have A Seat Series
(released on July 12, 2024)³



SINGLE BOX
One figurine per blind box.



WHOLE SET
One figurine per blind box.



SISI

HEHE

BABA

ZIZI

QUQU

DADA



³ <https://www.popmart.com/us/pop-now/set/50>.

Table B: LABUBU Vinyl Plush Pendant Blind Boxes

3

THE MONSTERS Big into Energy Series
(released on April 25, 2025)⁴



SINGLE BOX

One figure per blind box.



WHOLE SETS

One figure per blind box.



LOVE



HAPPINESS



LOYALTY



SERENITY



HOPE



LUCK



⁴ <https://www.popmart.com/us/pop-now/set/195>.

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Table C: LABUBU Figures Blind Boxes

THE MONSTERS Lazy Yoga Series Figures
(released on August 9, 2024)⁵



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Table C: LABUBU Figures Blind Boxes

THE MONSTERS Wacky Mart Series Figures
(released on June 13, 2025)⁶



⁵ <https://www.popmart.com/us/pop-now/set/67>.
⁶ <https://www.popmart.com/us/products/2771/THE-MONSTERS-Wacky-Mart-Series-Figures#>.

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THE MONSTERS Almost Hidden Series Figures
(released on April 12, 2024)⁷



SINGLE BOX

One figurine per blind box.



WHOLE SET

One figurine per blind box.



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1 26. In addition to the LABUBU Blind Box Series, POP MART offers
2 individual vinyl plush pendants, larger vinyl plush dolls (approximately 22.8 inches
3 tall, sometimes with different costumes), MEGA LABUBU TEC 1000% All About
4 Us dolls (approximately 31.2 inches tall), as well as a wide range of merchandise
5 featuring LABUBU and other characters in THE MONSTERS series, such as phone
6 cases, refrigerator magnets, mugs, wireless chargers, shoulder or messenger bags,
7 pillows and display containers. **Table D** below includes THE MONSTERS products
8 that are sold in “non-blind” boxes.

<p style="text-align: center;">Table D: Examples of “Non-Blind” Box Products in THE MONSTERS Line of Products</p>	
<p>1</p>	<p style="text-align: center;">THE MONSTERS – I FOUND YOU Vinyl Plush Doll (ZIMOMO)⁸</p> <div style="display: flex; justify-content: space-around;">   </div>

7 <https://www.popmart.com/us/pop-now/set/43>.

8 <https://www.popmart.com/us/products/878/THE-MONSTERS---I-FOUND-YOU-Vinyl-Face-Doll>.

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Table D: Examples of “Non-Blind” Box Products in THE MONSTERS Line of Products



2 THE MONSTERS - ANGEL IN CLOUDS Vinyl Plush Doll⁹



⁹ <https://www.popmart.com/us/products/1607/THE-MONSTERS---ANGEL-IN-CLOUDS-Vinyl-Face-Doll>.

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**Table D: Examples of “Non-Blind” Box Products in
THE MONSTERS Line of Products**

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THE MONSTERS – other vinyl plush dolls¹⁰



¹⁰ <https://www.popmart.com/us/products/578/LABUBU-Time-to-chill-Vinyl-Plush-Doll>; <https://www.popmart.com/us/products/676/THE-MONSTERS---DRESS-BE-LATTE-Vinyl-Plush-Doll>; <https://www.popmart.com/us/products/890/THE-MONSTERS---BEST-OF-LUCK-Vinyl-Plush-Doll>; <https://www.popmart.com/us/products/1012/LABUBU-%C3%97-PRONOUNCE-BE-FANCY-NOW-Vinyl-Plush-Doll>; <https://www.popmart.com/us/products/1060/THE-MONSTERS-FALL-IN-WILD-SERIES-Vinyl-Plush-Doll>; <https://www.popmart.com/us/products/1371/THE-MONSTERS---FLIP-WITH-ME-Vinyl-Plush-Doll>; <https://www.popmart.com/us/products/1898/THE-MONSTERS-Let's-Checkmate-Series-Vinyl-Plush-Doll>.

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Table D: Examples of “Non-Blind” Box Products in THE MONSTERS Line of Products

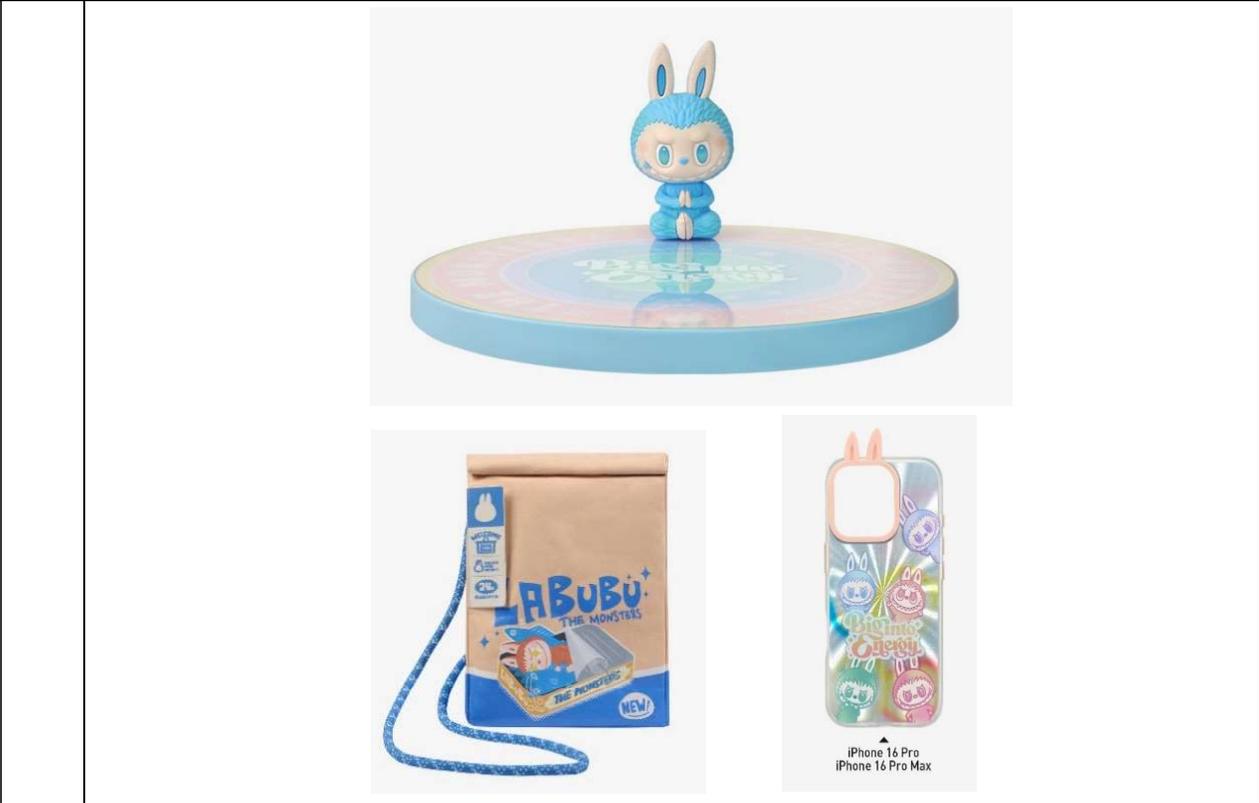


¹¹ <https://www.popmart.com/us/products/1011/MEGA-LABUBU-TEC-1000%25-All-About-Us>.

¹² <https://www.popmart.com/us/products/920/THE-MONSTERS-Catch-Me-If-You-Like-Me-Series-Ceramic-Cup>.

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Table D: Examples of “Non-Blind” Box Products in THE MONSTERS Line of Products



27. Due to the phenomenal success of LABUBU dolls and products, POP MART has more than doubled its 2023 revenue to \$1.8 billion in 2024, with plush toys showing a surge in sales of over **1200%** in 2024 as compared to 2023¹³—a trend that is only increasing in 2025 so far.

<https://www.popmart.com/us/products/2006/THE-MONSTERS-Let's-Checkmate-Series-Mug>; [https://www.popmart.com/us/products/2878/THE-MONSTERS-Wacky-Mart-Series-Pillow-\(Chips\)](https://www.popmart.com/us/products/2878/THE-MONSTERS-Wacky-Mart-Series-Pillow-(Chips)); <https://www.popmart.com/us/products/2778/THE-MONSTERS-Wacky-Mart-Series-Messenger-Bag>; <https://www.popmart.com/us/products/2281/THE-MONSTERS-Big-into-Energy-Series-Phone-Case>; <https://www.popmart.com/us/products/2282/THE-MONSTERS-Big-into-Energy-Series-Wireless-Charger>.

¹³ <https://economictimes.indiatimes.com/news/international/business/how-chinas-labubu-became-pop-marts-1-8-billion-plush-powerhouse/articleshow/121632411.cms>.

1 28. POP MART’s intellectual property includes dozens of other popular
2 characters in addition to the LABUBU character. These include (1) the MOLLY and
3 SPACE MOLLY character, depicted as a blue-eyed girl with short hair and a pouting
4 expression, which was envisioned by artist Kenny Wong in 2006 and debuted with
5 POP MART in 2016; (2) the emotionally expressive CRYBABY character, designed
6 by artist Mod-Nisa Srikamdee; (3) the HIRONO character, which was created by artist
7 Lang and aims to highlight the subtle changes in life and its ups and downs; (4) the
8 charismatic SKULLPANDA character, which was created by artist Xiongmiao and is
9 characterized by its gender-fluid appearance, blasé facial expression and focus on
10 personality; and (5) the vivacious PEACH RIOT girl band created by artist Libby
11 Frame and characterized by their keen eye for fashion. Examples of POP MART’s
12 MOLLY, CRYBABY, HIRONO, SKULLPANDA and PEACH RIOT products are
13 included in **Table E** below.

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Table E: Examples of MOLLY, CRYBABY, HIRONO, SKULLPANDA and PEACH RIOT Blind Box Series Products

MEGA SPACE MOLLY 100% Series 2-B
(released on August 11, 2023)¹⁴



SINGLE BOX



WHOLE SET



MEILIN PANDA



JEAN-MICHEL BASQUIAT



MINT CHOCOLATE



PINK PANTHER



PATRICK STAR



HEARTBEAT



GLACIER



BANANA 2017



SECRET EDITION A
META
The probability of drawing the secret figurine in this series is **1/54**.



CHEER BEAR



BIRTHDAY BEAR



WISH BEAR

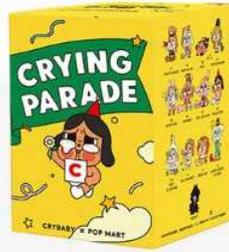


SECRET EDITION B
MELTING
The probability of drawing the secret figurine in this series is **1/108**.

¹⁴ <https://www.popmart.com/us/pop-now/set/132>.

Table E: Examples of MOLLY, CRYBABY, HIRONO, SKULLPANDA and PEACH RIOT Blind Box Series Products

CRYBABY Crying Parade Series
(released on June 17, 2022)¹⁵



SINGLE BOX

One figurine per blind box.



WHOLE SET

One figurine per blind box.



¹⁵ <https://www.popmart.com/us/pop-now/set/287>.

Table E: Examples of MOLLY, CRYBABY, HIRONO, SKULLPANDA and PEACH RIOT Blind Box Series Products

HIRONO Shelter Series
(released on July 19, 2024)¹⁶



¹⁶ <https://www.popmart.com/us/products/1385/Hirono-Shelter-Series-Figures>.

Table E: Examples of MOLLY, CRYBABY, HIRONO, SKULLPANDA and PEACH RIOT Blind Box Series Products

SKULLPANDA L'impressionnisme Series Plush Doll
(released on June 6, 2025)¹⁷



¹⁷ <https://www.popmart.com/us/products/2766/%CE%B8SKULLPANDA-L'impressionnisme-Series-Plush-Doll>.

Table E: Examples of MOLLY, CRYBABY, HIRONO, SKULLPANDA and PEACH RIOT Blind Box Series Products

Peach Riot Rush Hour Series Figures
(released on February 21, 2025)¹⁸



SINGLE BOX

WHOLE SETS



Gigi - Diner



Frankie - Barista



Poppy - Ice Cream Parlor



Gigi - Mail Delivery



Frankie - Tutor



Poppy - Receptionist



Gigi - HouseKeeping



Frankie - Autoshop



Poppy - Scientist



Gigi - Cat Walker



Frankie - Camp Counselor



Poppy - Life Guard

SECRET EDITION

Frankie - Streamer

The probability of drawing the secret figurine in this series is 1/144.



¹⁸ <https://www.popmart.com/us/pop-now/set/174>.

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POP MART’s Intellectual Property Rights

29. As detailed further below, POP MART holds multiple intellectual property rights in the LABUBU products included in the LABUBU Blind Box Series and Non-Blind Box THE MONSTERS Products, and in the boxes, bags, and/or display trays that comprise their packaging (the “LABUBU Products”). These include, without limitation, registered federal trademark rights in the POP MART, LABUBU and THE MONSTERS marks, and common law trademark rights; unregistered federal trade dress rights in the design and appearance of the LABUBU Products; and U.S. copyright registrations protecting product and packaging designs in the LABUBU Blind Box Series.

POP MART’s Trademark Rights

30. POP MART is the owner of numerous trademarks registered with the United States Patent and Trademark Office, including those listed in **Table F** (the “POP MART Registered Marks”). Plaintiffs POP MART Singapore and POP MART Beijing are the registrants for the marks listed in **Table F**. POP MART Americas is a POP MART affiliate in the United States, headquartered in Glendale, California, and licenses POP MART’s intellectual property in the United States and distributes POP MART products in the United States (including products bearing the trademarks identified below), and engages in other commercial activity in the United States on POP MART’s behalf.

Table F: Trademark Registrations		
Trademark Registration No.	Mark	First Use in Interstate Commerce
5166916		At least as early as March 21, 2014

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Table F: Trademark Registrations		
Trademark Registration No.	Mark	First Use in Interstate Commerce
6592820		Not applicable; basis for filing: 44(e) foreign application
7575792	POP MART	Not applicable; basis for filing: 44(d) foreign application
7839144	LABUBU	Not applicable; basis for filing: Sect. 66(a) (Madrid Protocol)
7839156		Not applicable; basis for filing: Sect. 66(a) (Madrid Protocol)

31. POP MART’s federal trademark registrations provide, at the very least, constructive notice to Defendants of POP MART’s rights in the marks.

32. By virtue of its extensive and continuous use of the marks in U.S. commerce, POP MART also has common law rights in the POP MART trademarks since at least as early as 2019 (and 2010 internationally), and in the LABUBU and THE MONSTERS trademarks since at least as early as 2019 (and 2016 internationally). *See Table F.* Similarly, by virtue of its extensive and continuous use of the marks in commerce, POP MART has common law trademark rights in its EXCITING MACARON and ZIMOMO trademarks since at least as early as 2023; its HAVE A SEAT, LAZY YOGA, and ANGEL IN CLOUDS trademarks since at least as early as 2024; and its BIG INTO ENERGY trademark since at least as early as 2025. For ease of reference, POP MART will refer to the EXCITING MACARON, ZIMOMO, HAVE A SEAT, LAZY YOGA, ANGEL IN CLOUDS, and BIG INTO ENERGY marks, together with the POP MART Registered Marks, collectively as the “POP MART Marks.” Each of the referenced trademarks was registered and/or used

1 in interstate commerce by POP MART before Defendants used any of them for their
2 counterfeits. Further, POP MART has sold products bearing each of the POP MART
3 Marks to customers in California via its website <https://www.popmart.com/us> and
4 POP MART stores in California, as well as throughout the United States.

5 33. The POP MART Marks include: (i) a square containing the stylized
6 terms “POP MART” with “POP” appearing above “MART”; (ii) the stylized wording
7 “POP MART” with a shaded rectangle; (iii) the characters “POP MART” without any
8 particular font style, size, or color; (iv) the wording “THE MONSTERS” underneath
9 a stylized silhouette of an elf lying down on the word “MONSTERS”; (v) the
10 characters “LABUBU” without any particular font style, size, or color; (vi) the
11 stylized words “EXCITING MACARON” with the text “EXCITING” above
12 “MACARON”; (vii) the characters “EXCITING MACARON” without any particular
13 font style, size, or color; (viii) the stylized words “BIG INTO ENERGY” with the text
14 “BIG INTO” above “ENERGY”; (ix) the characters “BIG INTO ENERGY” without
15 any particular font style, size, or color; (x) the stylized words “HAVE A SEAT” with
16 the text “A” between and slightly below “HAVE” and “SEAT”; (xi) the characters
17 “HAVE A SEAT” without any particular font style, size, or color; (xii) the stylized
18 words “LAZY YOGA” with the text “LAZY” above “YOGA”; (xiii) the characters
19 “LAZY YOGA” without any particular font style, size, or color; and (xiv) the
20 characters “ZIMOMO” without any particular font style, size, or color.

21 34. POP MART has established valuable trademark rights and goodwill in
22 the POP MART Marks by virtue of its extensive use and registration of the
23 trademarks, its substantial promotional and marketing efforts under the trademarks,
24 its expenditure of vast sums in advertising and promotional activities under the
25 trademarks, and its third-party licensing agreements.

26 35. The products offered, sold, and advertised in connection with THE
27 MONSTERS series (including LABUBU) have generated substantial revenue—in
28 2024, in excess of \$420 million internationally, and \$34 million in the United States

1 specifically, contributing to over \$1.8 billion overall revenue achieved in connection
2 with the POP MART trademark in that year.¹⁹

3 36. As a result of POP MART’S extensive use of the trademarks and the
4 significant sales, promotion, advertising, third-party licensing and commercial
5 success of the products using the POP MART Marks, the POP MART Marks have
6 achieved such widespread public exposure and recognition that they have acquired
7 secondary meaning and indeed are widely recognized among the general consuming
8 public. In addition, the POP MART Marks do not describe POP MART’s goods or
9 services, but instead are arbitrary and fanciful, and therefore inherently distinctive and
10 afforded the greatest protection under the law.

11 **POP MART’s Federal Unregistered Trade Dress Rights in**
12 **LABUBU Plush Dolls**

13 37. POP MART owns federal unregistered trade dress rights in the design
14 and appearance of the LABUBU plush dolls, which include the LABUBU,
15 MOKOKO, and ZIMOMO plush dolls in the above-listed LABUBU Blind Box Series
16 and Non-Blind Box THE MONSTERS Products (the “LABUBU Plush Dolls”).

17 38. The LABUBU trade dress (“LABUBU Trade Dress”) consists of the
18 following cohesive design elements of the LABUBU Plush Dolls, which create a
19 highly distinctive visual identity that sets them apart in the vinyl plush toy market: (i)
20 a wide mouth that stretches almost to the ears, with an exaggerated grin that reveals
21 nine sharp little white teeth, with the fourth and fifth teeth centered; (ii) contrasting
22 with the wide-grinning mouth, it has a prominent brow, overhanging the top of the
23 eyes, giving the impression of a constant “frowning” expression in the eyes; (iii) eyes
24 that are slender, oval shaped vertically, and also vertically aligned, and that are one
25 eye width apart; (iv) a nose that is a small flat upside-down rounded triangle; (v) two
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28 ¹⁹ https://prod-out-res.popmart.com/cms/ANNUAL_REPORT_2024_976e7e443e.pdf.

1 closely spaced, ovoid ears that narrow at the top to a rounded point sticking up from
2 the top of the head; (vi) a plump and oval-shaped body, with two short, rounded arms
3 that each have a hand with four fingers and with two feet that each have three, claw-
4 shaped toes, all of which combine to create a fairy-tale or fantasy creature appearance
5 (collectively, “the LABUBU Plush Dolls Design Elements” or the “Elements”).
6 These Elements are reflected in each of the LABUBU Plush Dolls, with the variation
7 among them principally limited to a mix of vibrant and more neutral body colors,
8 different facial expressions and different eye, inner ear, and nose colors. The
9 Elements also are reflected on the copyright-protected packaging, which features
10 detailed visual renderings of the LABUBU Plush Dolls on both the outer box and the
11 inner bag. Some are presented as keychain attachments, but with the same Elements.
12 **Table G** depicts examples of LABUBU Plush Dolls bearing the LABUBU Trade
13 Dress.

14 **Table G: Examples of POP MART’s LABUBU Trade Dress**



25 THE MONSTERS Exciting Macaron Vinyl Face Blind Box-Green Grape

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Table G: Examples of POP MART’s LABUBU Trade Dress



THE MONSTERS Big into Energy Series Vinyl Plush Pendant Blind Box-LOVE



THE MONSTERS Exciting Macaron Vinyl Face Blind Box-Chestnut Cocoa

39. By and through the unique and distinctive aesthetic and widespread market adoption of the LABUBU Plush Dolls, supported by POP MART’s comprehensive marketing campaigns, media attention and significant social media presence, the LABUBU Trade Dress is uniquely distinctive to POP MART and is

1 identifiable as such to consumers. This distinctive trade dress represents significant
2 commercial value and brand recognition, serving as a symbol of POP MART's
3 reputation and quality in the marketplace.

4 40. Through extensive use, marketing and consumer recognition over the
5 last five years, the LABUBU Trade Dress has acquired secondary meaning and is
6 distinctly associated with POP MART as the source of LABUBU Products. POP
7 MART has invested substantial resources in advertising and promoting products
8 bearing the LABUBU Trade Dress, including over \$2 million in advertising
9 expenditures and over 4.8 million units sold nationwide since the beginning of 2024.
10 The LABUBU Trade Dress has been featured prominently in POP MART's
11 marketing campaigns, product packaging and promotional materials distributed
12 throughout the United States and California, including through POP MART's official
13 online platforms. As a result of this extensive use and promotion, consumers have
14 come to recognize and associate the LABUBU Trade Dress exclusively with POP
15 MART.

16 41. This consumer recognition is evidenced by extensive media coverage
17 and virality on social media, as described in more detail *infra*. POP MART's products
18 from THE MONSTERS series have achieved significant commercial success and
19 market recognition, with annual sales in the United States in excess of \$34 million in
20 2024. The LABUBU Trade Dress has become a valuable identifier of POP MART's
21 products in the minds of consumers and serves as a guarantee of quality and source.²⁰

22 42. The LABUBU Trade Dress presents a nonfunctional look and feel that
23 is uniquely associated with POP MART's LABUBU Plush Dolls. The aesthetic
24 features of the LABUBU Trade Dress do not have utilitarian functionality, as
25 evidenced by the following:

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²⁰ https://prod-out-res.popmart.com/cms/ANNUAL_REPORT_2024_976e7e443e.pdf.

- 1 (a) The LABUBU Plush Dolls Design Elements yield no utilitarian
2 advantage over other vinyl plush toys;
- 3 (b) There are innumerable alternative stylistic vinyl plush toys
4 available in the market, including but not limited to (i) countless
5 alternative plush toy body shapes; (ii) numerous alternative means
6 to depict facial features; and (iii) alternative ear and limb shapes;
- 7 (c) POP MART does not market or advertise any claimed utilitarian
8 advantages of the LABUBU Trade Dress; and
- 9 (d) The LABUBU Trade Dress is not the result of comparatively
10 simple or inexpensive methods of manufacture vis-à-vis other
11 vinyl plush toys.

12 43. The LABUBU Trade Dress lacks aesthetic functionality because
13 protecting this specific combination of design elements (1) protects only POP
14 MART’s source-identification and reputation, and (2) would not create a competitive
15 disadvantage based on factors other than source-identification. Competitors have
16 successfully used numerous alternative design elements and combinations for their
17 own products, demonstrating that the LABUBU Trade Dress does not serve a purely
18 aesthetic function independent of source identification. Rather, the LABUBU Trade
19 Dress was specifically designed to distinguish the source of LABUBU Products from
20 other products and has successfully had that effect. Any competitive advantage from
21 these aesthetic features stems from POP MART’s reputation, because POP MART’s
22 distinctive combination of features has become associated in the minds of consumers
23 with high-quality products originating from a single source—POP MART.

24 **POP MART’s Copyright Registrations**

25 44. POP MART Beijing is the owner of registered copyrights in and related
26 to its LABUBU artworks, including the works listed in **Table H** below (the “POP
27 MART Copyrighted Works”).
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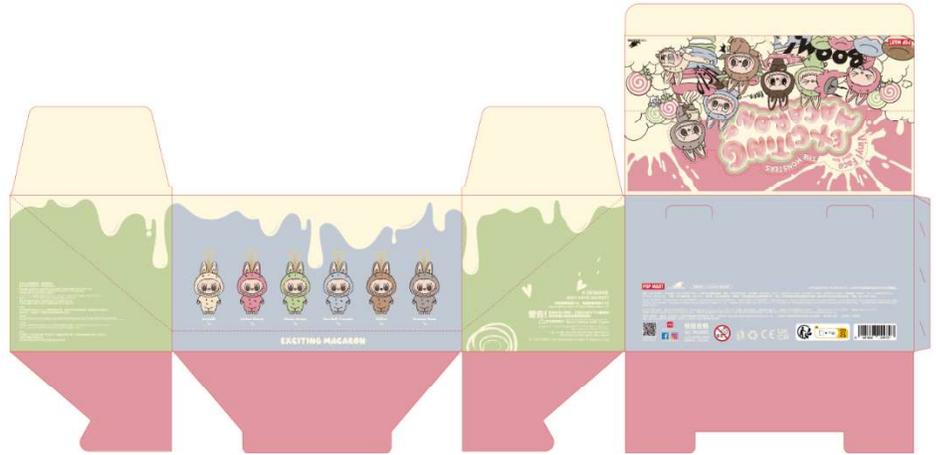
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Table H: POP MART Copyrighted Works

Copyright Registration No.

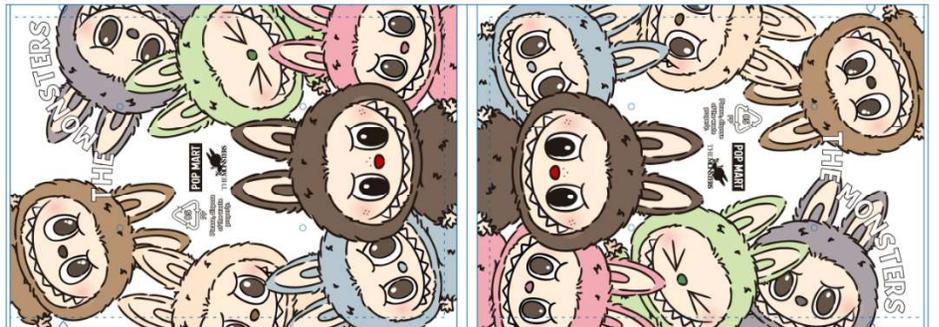
Deposit Copies of Copyrighted Work and Title of Copyright

VA0002452124



THE MONSTERS - Exciting Macaron - Boxes

VA0002452141



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Table H: POP MART Copyrighted Works

Copyright Registration No.	Deposit Copies of Copyrighted Work and Title of Copyright
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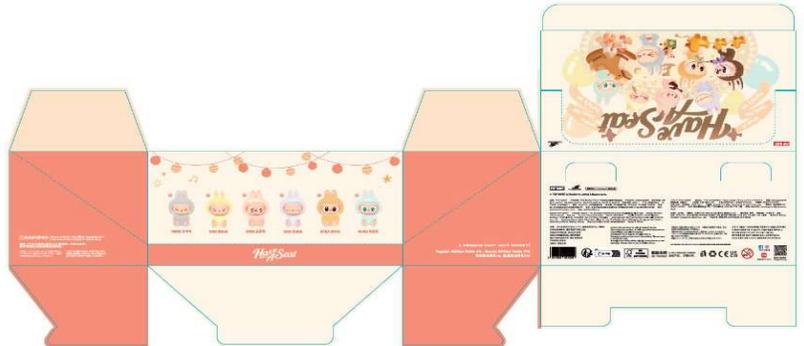
THE MONSTERS - Exciting Macaron - Packing Bags

VA0002451895



THE MONSTERS - Exciting Macaron Vinyl Face Blind Box- Chestnut Cocoa

VA0002424972



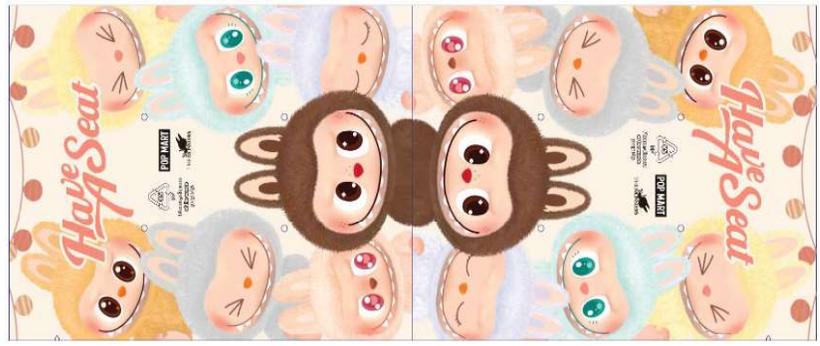
Have a Seat Box

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Table H: POP MART Copyrighted Works

Copyright Registration No.	Deposit Copies of Copyrighted Work and Title of Copyright
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VA0002424793



Have a Seat Bag

VA0002451935



THE MONSTERS - Have a Seat Vinyl Plush Blind Box-DUODUO

VA0002451927



THE MONSTERS - Have a Seat Vinyl Plush Blind Box-HEHE

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Table H: POP MART Copyrighted Works

Copyright Registration No.	Deposit Copies of Copyrighted Work and Title of Copyright
VA0002451857	 <p data-bbox="581 844 1507 882">THE MONSTERS - Have a Seat Vinyl Plush Blind Box-ZIZI</p>

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Table H: POP MART Copyrighted Works

Copyright Registration No.

Deposit Copies of Copyrighted Work and Title of Copyright

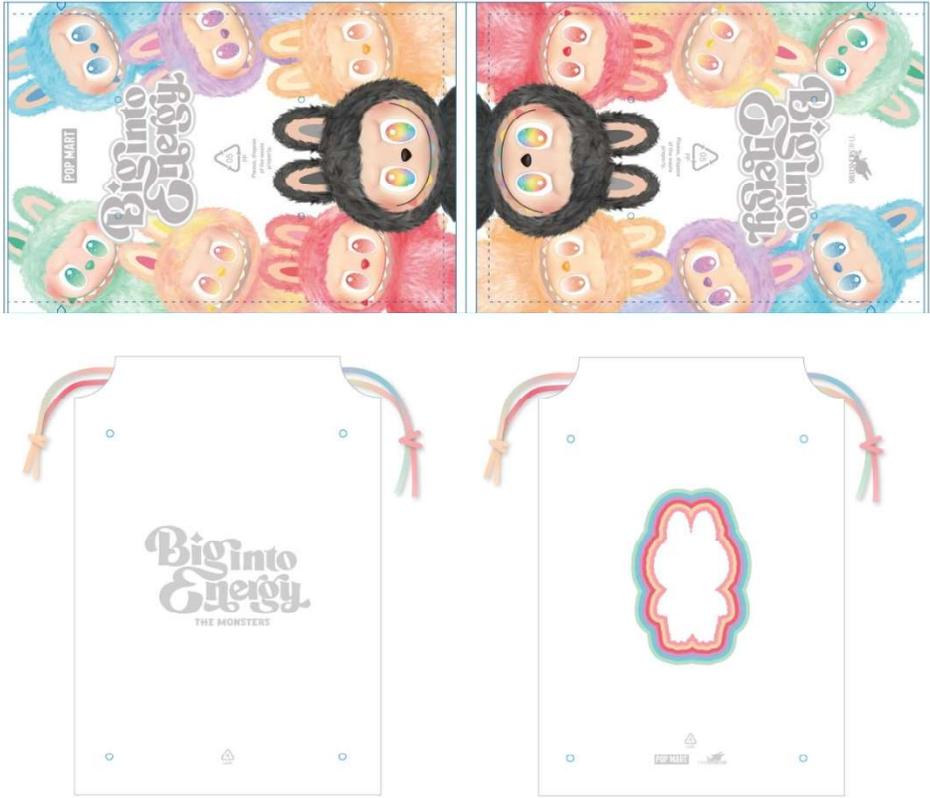
VA0002452119



THE MONSTERS Big into Energy Series-Boxes

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Table H: POP MART Copyrighted Works

Copyright Registration No.	Deposit Copies of Copyrighted Work and Title of Copyright
VA0002452126	 <p>THE MONSTERS Big into Energy Series-Packing Bags</p>
VA0002448371	 <p>THE MONSTERS Big into Energy Series-Vinyl Plush Pendant Blind Box-LOVE</p>

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Table H: POP MART Copyrighted Works

Copyright Registration No.	Deposit Copies of Copyrighted Work and Title of Copyright
VA0002452110	 <p data-bbox="682 793 1404 835">THE MONSTERS Lazy Yoga Series-Ab Roller</p>
VA0002452114	 <p data-bbox="673 1203 1412 1245">THE MONSTERS Lazy Yoga Series-Americanos</p>
VA0002452102	 <p data-bbox="682 1696 1404 1738">THE MONSTERS Lazy Yoga Series-Confident</p>

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Table H: POP MART Copyrighted Works

**Copyright
Registration No.**

Deposit Copies of Copyrighted Work and Title of Copyright

VA0002452112



THE MONSTERS Lazy Yoga Series-Lay Down

VA0002452115



THE MONSTERS Lazy Yoga Series-Little Bird

VA0002452099



THE MONSTERS Lazy Yoga Series-Show Off

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Table H: POP MART Copyrighted Works

Copyright Registration No.	Deposit Copies of Copyrighted Work and Title of Copyright
VA0002452117	 <p data-bbox="695 856 1393 892">THE MONSTERS Lazy Yoga Series-Sleeping</p>
VA0002452107	 <p data-bbox="678 1392 1409 1428">THE MONSTERS Lazy Yoga Series-Stretch Out</p>
VA0002452111	 <p data-bbox="695 1875 1393 1911">THE MONSTERS Lazy Yoga Series-Sweating</p>

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Table H: POP MART Copyrighted Works

Copyright Registration No.	Deposit Copies of Copyrighted Work and Title of Copyright
VA0002452118	 <p data-bbox="665 871 1421 905">THE MONSTERS Lazy Yoga Series-Yoga Coach</p>
VA0002452079	 <p data-bbox="690 1407 1404 1451">THE MONSTERS Lazy Yoga Series-Zone Out</p>

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Table H: POP MART Copyrighted Works

Copyright Registration No.	Deposit Copies of Copyrighted Work and Title of Copyright
VA0002448155	 <p data-bbox="597 861 1494 898">THE MONSTERS - ANGEL IN CLOUDS Vinyl Face Doll</p>
VA0002450708	 <p data-bbox="743 1381 1344 1423">FALL INTO SPRING-Vinyl Plush Doll</p>
VA0002451839	 <p data-bbox="592 1858 1502 1900">THE MONSTERS Classic Series-LABUBU Figure (Brown)</p>

Table H: POP MART Copyrighted Works	
Copyright Registration No.	Deposit Copies of Copyrighted Work and Title of Copyright
VA0002451849	 <p style="text-align: center;">LABUBU Timber Workshop Series-Playing on the Swing Plus Pendant Blind Box</p>

LABUBU Products Are Distinctive and Popular

45. As discussed *supra*, due to POP MART’s distinctive designs, extensive marketing efforts and widespread media coverage, the LABUBU Trade Dress has acquired distinctiveness in the marketplace. As a result of POP MART’s widespread promotional activities, consumers have come to recognize and associate vinyl plush toys bearing the LABUBU Trade Dress with high-quality goods originating from a single source—POP MART. The LABUBU Trade Dress has therefore developed substantial goodwill and consumer recognition, symbolizing POP MART’s valuable reputation in the marketplace.

46. The LABUBU Trade Dress is widely recognized and beloved by consumers. For example, in the United States the hashtag #LABUBU has been used in approximately 270,000 TikTok posts in the last 30 days, and in more than two million posts overall.²¹ The same hashtag has been used on Instagram in approximately 1.4 million posts, and on Facebook in approximately 2 million posts.²²

²¹ <https://ads.tiktok.com/business/creativecenter/hashtag/labubu/pc/en?rid=tpnju7ri32i>.

²² <https://www.facebook.com/hashtag/LABUBU>.

1 47. Due to LABUBU’s massive success, POP MART reported revenue of
2 more than \$1.8 billion in 2024.²³ During this year alone, through May 2025, revenues
3 generated by Exciting Macarons, Have A Seat, and Big into Energy (launched April
4 2025) have exceeded \$43 million.

5 48. LABUBU Products have been featured in many news outlets throughout
6 California, the United States and the world, including major publications such as The
7 New York Times, The Wall Street Journal, BBC, Forbes, NBC News, Vogue, Teen
8 Vogue, CNN, NPR, The Guardian, and others. In a June 21, 2025 article, CNN
9 described LABUBU dolls as a “cultural and commercial phenomenon.”²⁴ Similarly,
10 The New York Times and BBC have described LABUBU dolls as a “global craze”
11 and “global sensation.”²⁵ News outlets have compared the popularity of LABUBU
12 Products to that of the Cabbage Patch Kids in the 1980s, or Tamagatchis and Beanie
13 Babies of the 1990s.²⁶ Forbes, on June 27, 2025, compared the popularity of
14 LABUBU Products to that of Pokemon.²⁷

15 49. Compounding LABUBU’s fame, celebrities such as Lisa of Blackpink,
16 Cher, Rihanna, Kim Kardashian, David Beckham, Dua Lipa, Twinkle Khanna,
17 Ananya Panday and Sharvari have posted about or been spotted with LABUBU dolls.
18 Pop star and musician Lisa, who has more than 100 million Instagram followers, has
19 posted numerous images with LABUBU dolls, such as the Instagram story from April
20 2025 depicted in **Figure 1**.

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22 ²³ <https://www.bbc.com/news/articles/cy4ydxlm9n9o>; https://prod-out-res.popmart.com/cms/ANNUAL_REPORT_2024_976e7e443e.pdf.

23 ²⁴ <https://www.cnn.com/2025/06/21/us/labubu-doll-plushie-pop-mart-dg>.

24 ²⁵ <https://www.nytimes.com/2025/06/16/world/asia/labubu-china-cool.html>;
25 <https://www.bbc.com/news/articles/cy4ydxlm9n9o>.

26 ²⁶ <https://www.theguardian.com/commentisfree/2025/may/15/a-fluff-ball-with-a-monster-face-what-explains-the-luxury-appeal-of-labubu-dolls>.

27 ²⁷ <https://www.forbes.com/sites/danidiplacido/2025/06/27/how-labubu-dolls-took-over-the-internet/>.

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Figure 1

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50. Former professional soccer player David Beckham—who has around 88 million Instagram followers—made global headlines in May 2025 when he posted a photo on his Instagram story to share that his daughter had gifted him a LABUBU doll. A screenshot of this story is included as **Figure 2** below.

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Figure 2

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51. Kim Kardashian, one of the most followed persons on Instagram with around 356.5 million followers, also showed off her LABUBU doll collection in April 2025. A screenshot of her Instagram story is included as **Figure 3** below.

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Figure 3

52. Other celebrities have made headlines when they were spotted in public with LABUBU keychains. A photo of Rihanna from May 2025 with a LABUBU keychain is included as **Figure 4**,²⁸ and a Paper Magazine Instagram post of Cher with a LABUBU keychain at the Tribeca Film Festival on June 16, 2025 is included as **Figure 5**.²⁹ The headline of Paper Magazine’s Instagram post in Figure 5 reads “@cher and her Labubu might be the cutest thing we’ve seen like, ever!”

²⁸ <https://www.thesun.co.uk/tvandshowbiz/35109700/celebrities-show-off-labubu-dolls/>.

²⁹ https://www.instagram.com/p/DK966bFO_7O/?utm_source=ig_web_copy_link.

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Figure 4



Figure 5

53. As NPR put it in a June 18, 2025 article, LABUBU dolls have “become a global sensation—sparking long lines outside toy stores, selling out online within minutes, and listing for double or triple their original price on resale markets.”³⁰

³⁰ <https://www.npr.org/2025/06/18/g-s1-72939/what-is-LABUBU-pop-mart-explained>.

1 Indeed, LABUBU dolls sell out in seconds online on POP MART’s website. Devoted
2 customers wait in long lines outside stores worldwide, with buyers camping out for
3 hours in front of POP MART stores. The global craze around LABUBU dolls has, as
4 NPR notes, “sparked markets” for “counterfeit LABUBU dolls, which are sometimes
5 called ‘Lafufus.’”³¹

6 **7-Eleven**

7 54. 7-Eleven is a multinational chain, and the world’s largest franchisor of
8 retail convenience stores, operating nearly 1,900 retail convenience stores in
9 California alone, including but not limited to the 7-Eleven Barstow Store, the 7-
10 Eleven Flintridge Store, the 7-Eleven Glendale Store, the 7-Eleven San Diego Store,
11 the 7-Eleven Simi Valley Store, the 7-Eleven Modesto Store, and the 7-Eleven Los
12 Angeles Store (collectively, the “7-Eleven Stores”).

13 55. 7-Eleven operates under a hybrid business model that includes both
14 corporate-owned and franchise-operated stores. Corporate stores are owned and
15 operated directly by 7-Eleven, with corporate-hired managers and employees, and
16 generate revenue that goes directly to 7-Eleven. 7-Eleven uses corporate stores as,
17 among other things, laboratories for testing new products and retail techniques.
18 Franchise stores are owned and operated by franchisees that, while they may have
19 some operational autonomy, operate with oversight and support from the 7-Eleven
20 corporate infrastructure.

21 56. Under the 7-Eleven Franchise Agreement, 7-Eleven leases property and
22 equipment to the franchisee and grants a license to use 7-Eleven’s trademarks and
23 operating system. In return, franchisees must pay 7-Eleven a franchise fee and other
24 fees, along with the “7-Eleven Charge,” which is typically 50% of the gross profits of
25 the store. Franchisees retain remaining gross profits from their store after paying the
26 “7-Eleven Charge,” fees, and store expenses.

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³¹ *Id.*

1 57. 7-Eleven requires each store, including franchise stores, to carry certain
2 7-Eleven branded products and to use the 7-Eleven marks and packaging.³² In
3 addition, while 7-Eleven allows franchisees “to stock their stores with the products
4 their communities are asking for,” 7-Eleven still maintains oversight of and ultimate
5 control over what products are sold at each store.³³

6 58. 7-Eleven provides and leases each franchisee a fully equipped and
7 stocked 7-Eleven location that is ready for operation.

8 59. 7-Eleven requires all stores to use a computer system, known as the
9 “ISP” to handle ordering merchandise. 7-Eleven also schedules all deliveries of
10 merchandise to the stores.

11 60. 7-Eleven utilizes “technology that tracks in-demand products” at
12 franchises called “Business Transformation” or “BT.”³⁴ Specifically, 7-Eleven’s
13 website advertises that its technology “can help keep [franchisees’] shelves stocked
14 with what sells best at each location so [franchisees] don’t waste valuable time and
15 money trying to figure it out.”³⁵ Business Transformation makes individualized,
16 store-specific recommendations to franchisees regarding the amount of product
17 needed at the store based on sales history.

18 61. In an interview video titled “Day in the Life of a 7-Eleven Franchisee”
19 posted on 7-Eleven’s website, a franchisee explained that franchisees do “back office
20 work” on a daily basis involving “inventory accuracy”—meaning “what [they]
21 received; did [they] actually receive it.”³⁶ He also explained that franchisees get
22 “certain reports from 7-Eleven” regarding inventory.

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24 ³² <https://franchise.7-eleven.com/franchise/faq>.

25 ³³ *Id.*

26 ³⁴ <https://franchise.7-eleven.com/franchise/faq>.

27 ³⁵ <https://franchise.7-eleven.com/franchise/innovation>.

28 ³⁶ <https://franchise.7-eleven.com/franchise/the-brand>;
<https://www.youtube.com/watch?v=2njRxR82Y9Y>.

1 62. In another interview video titled “Make a bigger impact with technology
2 designed to help you grow” on 7-Eleven’s website, a franchisee explained a
3 technology process 7-Eleven uses called “guided replenishment,” which
4 “automatically forecasts and brings merchandise in.”³⁷ Later in the interview, the
5 franchisee further explained that franchise stores use centralized, automated systems
6 that track inventory and deliveries. Specifically, the franchisee explained “[i]f we
7 were to receive a delivery, we would just use this to scan the items as they come in.”³⁸

8 63. Accordingly, 7-Eleven knows which products franchise stores are
9 selling, helps franchise owners determine which products to sell, and supplies them
10 with those products.

11 64. 7-Eleven maintains control and approval over which categories of
12 products, and which specific products, franchise stores offer, mandates the use of 7-
13 Eleven’s centralized system to order products, and has the right—and exercises the
14 right—to conduct audits of franchise stores, including of the products franchise stores
15 offer.

16 65. Specifically, franchisees are required to purchase at least 85% of their
17 merchandise from 7-Eleven recommended vendors, with whom 7-Eleven negotiates
18 the contracts. 7-Eleven controls who is a “recommended vendor” and who is not. If
19 franchisees do not purchase at least 85% of their merchandise from 7-Eleven
20 recommended vendors, they must pay a fee.

21 66. 7-Eleven assigns each store a field consultant who visits the stores
22 approximately once a week to evaluate and make recommendations on aspects of the
23 store such as cleanliness and product placement. Field consultants track customer
24 complaints submitted to 7-Eleven, follow up with franchisees about problems

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27 ³⁷ <https://franchise.7-eleven.com/franchise/the-brand;>
28 [https://www.youtube.com/watch?v=vgfGH3q3N-o.](https://www.youtube.com/watch?v=vgfGH3q3N-o)

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³⁸ *See id.*

1 identified by “mystery shoppers” that 7-Eleven sends every month to rate the store on
2 certain criteria, and communicate with franchisees when they are in violation of 7-
3 Eleven procedures.

4 67. 7-Eleven conducts quarterly audits of merchandise and charges stores for
5 any missing merchandise.

6 68. Despite its rights and ability to control and exercise approval over
7 franchisees, 7-Eleven has failed to utilize this control to prevent and stop the
8 counterfeiting and infringement of POP MART’s trademarks, trade dress and
9 copyrights.

10 **Defendants’ Unlawful Conduct**

11 69. 7-Eleven and the other Defendants have engaged in trademark and trade
12 dress counterfeiting and infringement by selling, displaying, distributing and
13 marketing products and packaging that are identical or virtually identical and
14 confusingly similar to the POP MART Marks and the LABUBU Trade Dress, and
15 furthermore have engaged in copyright infringement by displaying, distributing and
16 selling products and packaging that are identical or virtually identical to and are
17 substantially similar to the POP MART Copyrighted Works (collectively, the “7-
18 Eleven Counterfeit Products”).

19 70. Most, if not all, of the 7-Eleven Counterfeit Products are of poor quality
20 and unsightly. This includes, but is not limited to, the counterfeit products having (1)
21 eyes that have popped out or are poorly secured, creating a disturbing and also unsafe
22 product; (2) substandard fur stitching with loose threads and uneven seams; (3)
23 deformed, lopsided head shapes; (4) heads or hands that come off; and even (5) upside
24 down faces, as described and demonstrated in more detail *infra*.

25 **Social Media Evidence of 7-Eleven Counterfeit Products**

26 71. Videos show unsuspecting buyers driving out of their way to a 7-Eleven
27 store in hopes of purchasing a genuine POP MART LABUBU doll and unboxing what
28 they believed to be authentic merchandise, only to discover they were counterfeits,

1 featuring poor-quality materials, misspelled brand names and/or packaging
2 inconsistencies. As noted above, there is even a neologism coined for this counterfeit
3 phenomenon—many videos and social media posts refer to these 7-Eleven
4 Counterfeit Products as “Lafufus.”

5 72. The videos and posts demonstrate that the 7-Eleven Counterfeit Products
6 have caused actual consumer confusion about whether the buyer purchased a
7 legitimate POP MART product.

8 73. For example, on or about June 21, 2025, a TikTok user by the name of
9 “cali.hunny” posted a video on TikTok that was approximately two minutes long with
10 the caption “Idk what i got myself into but she a fake #LABUBU don't buy them from
11 711!!! #blindbox #LABUBUsecret #fake #LABUBUbigintoenergy #blindreact
12 #latina #sandiego #fyp.”³⁹

13 74. The TikTok user starts the video by showing a counterfeit version of the
14 THE MONSTERS Big into Energy box, and saying “this is my first LABUBU box. I
15 got it at 7-Eleven. I don’t know if this is fake or not. It looks like the real deal, I’m
16 not going to lie. But I don’t know. I’m very oblivious.” A screenshot of the video is
17 included below as **Figure 6**.

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³⁹ <https://www.tiktok.com/@califroniahoney/video/7518466363183090974>.

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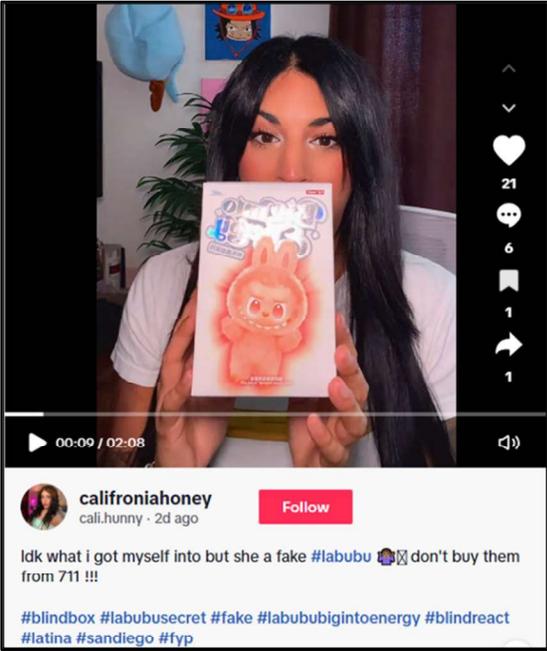


Figure 6

75. The TikTok user opens the box, and pulls out a bag packaging and states: “You have to tell me if this is the real deal or not because I don’t know. I cannot tell.” She then says, “It has the ‘POP MART’ on it and everything,” while pointing to a counterfeit version of one of the POP MART Marks. She continues to say, “Y’all are going to have to help me out.” While continuing to look confused, the user says “Girl, I don’t know. I have no idea.” For the next minute of the video, she continues to study the product and express confusion.

76. The final seconds of the video show a photograph of the counterfeit LABUBU doll she purchased with the text “its FAKE FR FR” across the photograph, a screenshot of which is included below as **Figure 7**.

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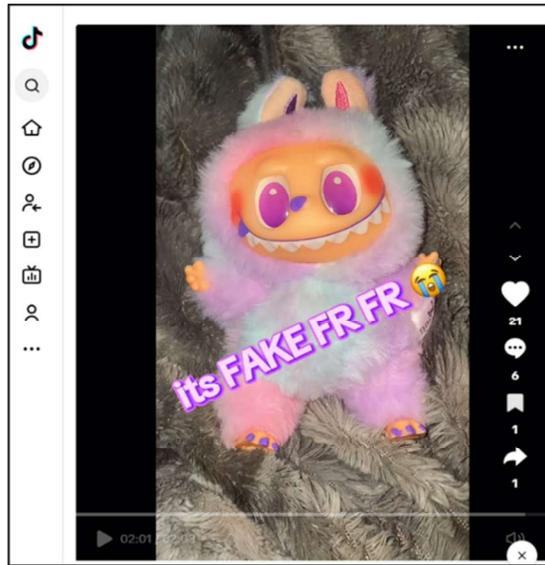


Figure 7

77. As another example, on or around June 21, 2025, a TikTok user by the name of “xashleycyanidex” posted a video on TikTok that was approximately 16 seconds long with the caption “Grabbed a labubu at 7-eleven 😂 was this a labubu or a lafufu? Either way it’s so cute #fyp #labubu #lafufu #popmart @POP MART US.”⁴⁰ A screenshot of the video is included as **Figure 8**. The caption demonstrates the poster’s confusion as to whether the product is a genuine LABUBU or a “Lafufu.”

⁴⁰ <https://www.tiktok.com/@xashleycyanidex/video/7518225535978327310>.

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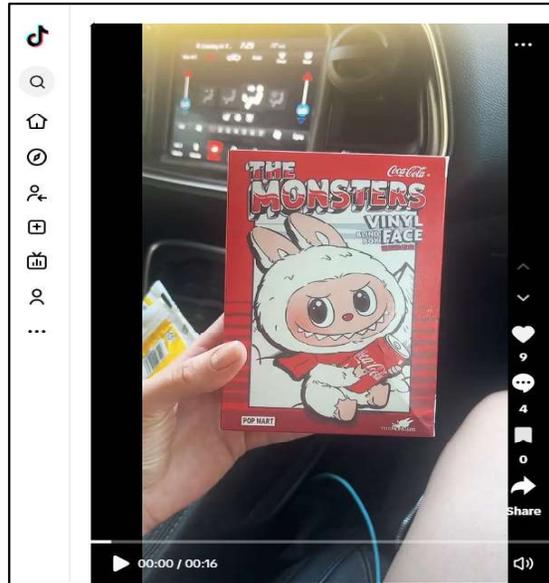


Figure 8

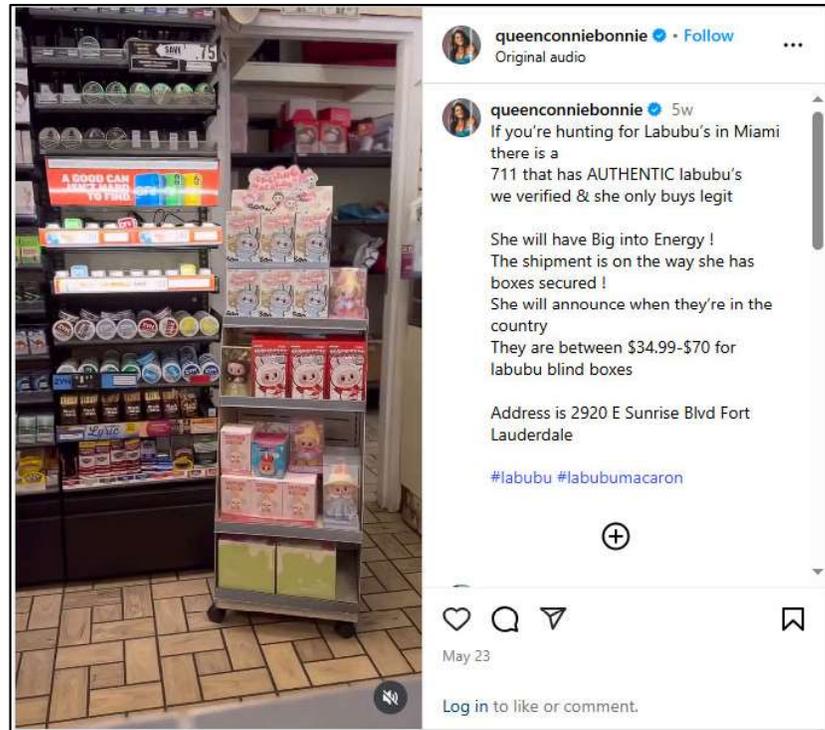
78. The social media posts described *supra*, among others, demonstrate that the 7-Eleven Counterfeit Products have caused actual confusion with genuine POP MART Products in the marketplace.

7-Eleven is Selling Counterfeit Products in Other States

79. In addition, social media posts show that 7-Eleven is selling 7-Eleven Counterfeit Products across the United States, including in Florida and Texas, and internationally.

80. For example, on May 23, 2025, an Instagram user, “queenconniebonnie,” posted a video, or Reel, of a 7-Eleven location in Fort Lauderdale, Florida, with the caption “If you’re hunting for Labubu’s in Miami there is a 711 that has AUTHENTIC labubu’s we verified & she only buys legit ... She will have Big into Energy ! . . . The shipment is on the way she has boxes secured ! She will announce when they’re in the country They are between \$34.99-\$70 for labubu blind boxes . . . Address is 2920 E Sunrise Bld For Lauderdale[.]” The video showed

1 the Instagram user purchasing 7-Eleven Counterfeit Products, which were kept behind
2 the cashier counter.⁴¹ A screenshot of the video is depicted below as **Figure 9**.



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Figure 9

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17 81. In Texas, on June 14, 2025 a Facebook user, “Harman Singh,” posted to
18 a Community page for the city of Manor, Texas, a photo of Counterfeit Products at a
19 7-Eleven location, with the caption: “Now available at 7-Eleven – 11209 US-290,
20 Manor, TX[.] Only \$19.99 – 6 fun designs to collect! Get yours before they’re
21 gone!”⁴² A screenshot of the post is depicted below as **Figure 10**.

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25 ⁴¹ https://www.instagram.com/reel/DJ_ykH0Rjr6/?igsh=MXNoeG5lZGpxczR4bQ==.

26 ⁴² https://www.facebook.com/groups/manorcommunitycircle/permalink/2644906115713909/?mibextid=wwXIfr&rdid=i4ljUnDhBxLPuDqS&share_url=https%3A%2F%2Fwww.facebook.com%2Fshare%2Fp%2F1EazdNkBq2%2F%3Fmibextid%3DwwXIfr#.

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Figure 10

The 7-Eleven Barstow Store

82. The 7-Eleven Barstow Store has displayed, offered, and sold 7-Eleven Counterfeit Products. POP MART has confirmed at least three separate instances of the 7-Eleven Barstow Store selling 7-Eleven Counterfeit Products.

83. On or about June 23, 2025, a TikTok user by the name of “travelwithjas” posted a video on TikTok that was approximately 55 seconds long on TikTok with the caption “@7-ELEVEN in Barstow was like I wanna make some extra money too #labubu #labubuthemonsters #labubuclothes #sonnyangel #sonnyangeltok #collectortok #711 #makemefamous #fyp #barstow #gasstation #californiatiktok #california.”⁴³

84. The video begins with footage of the outside of the building of the 7-Eleven Barstow Store. The front door of the store has three posters which prominently

⁴³ <https://www.tiktok.com/@travelwithjas/video/7519322156119919927>.

1 display the text “LABUBU” with images of the LABUBU dolls, a screenshot of
2 which is included below as **Figure 11**.



Figure 11

15 85. In the video, the user states “Hey y’all. So we made it to the gas station
16 at 7-Eleven in Barstow and they selling Labubus here, so let’s go check it out.
17 Because yeah I’m kind of confused.”

18 86. After entering the store, the user locates an end-cap display of 7-Eleven
19 Counterfeit Products and says “so yeah, they got all the Labubus in here.” Her video
20 shows at least five shelves filled with 7-Eleven Counterfeit Products, a screenshot of
21 which is included below as **Figure 12**.

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Figure 12

87. On June 25, 2025, an individual visited the 7-Eleven Barstow store. She saw the same three posters advertising LABUBU dolls referenced in the social media post described above on the front door of the store. The individual also observed merchandise being offered for sale that purported to be POP MART products. Specifically, she saw the same end-cap display shown in the social media post described above. There were three large posters which prominently display the text “LABUBU” with images of the LABUBU dolls on top of the end-cap display. The fourth shelf previously containing the counterfeit Big into Energy LABUBU packages was empty, suggesting that this product was sold out. A photograph of the end-cap display at the 7-Eleven Barstow store is included below as **Figure 13**.

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Figure 13

88. The individual purchased two items: (1) one box with the label “Exciting Macaron” (“7-Eleven Barstow Store Item 1”); and (2) one box with the label “Have A Seat LABUBU” (“7-Eleven Barstow Store Item 2”). Photographs of the purchased items are included in **Table I** below.

Table I: Photographs of Counterfeit Items Purchased at the 7-Eleven Barstow Store		
Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
		
7-Eleven Barstow Store Item 1 Box	7-Eleven Barstow Store Item 1 Bag	7-Eleven Barstow Store Item 1 Doll

Table I: Photographs of Counterfeit Items Purchased at the 7-Eleven Barstow Store		
Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
 <p>7-Eleven Barstow Store Item 2 Box</p>	<p>[Not applicable]</p> <p>7-Eleven Barstow Store Item 2 Bag</p>	 <p>7-Eleven Barstow Store Item 2 Doll</p>

89. The individual obtained a paper receipt for the purchase, which is included below as **Figure 14**.



Figure 14

1 90. The receipt showed (1) 1 “Have a Sonny Toy” for \$19.99 and (2) 1 “Lag
2 Labubu Toy” for \$24.99.

3 91. On June 29, 2025, an individual visited the 7-Eleven Barstow store. He
4 observed a total of seven posters featuring LABUBU character artwork on the front
5 door of the store, demonstrating that new posters were added to the front door within
6 a week. A photograph of the front door is included below as **Figure 15**.



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24 **Figure 15**

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26 92. He also observed posters which prominently display the text
27 “LABUBU” with images of the LABUBU dolls in the front and side display windows
28 of the store. A photograph of the outside of the store is included below as **Figure 16**,

1 with the aforementioned posters circled in red. A photograph of the side display
2 window is included below as **Figure 17**.



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27 **Figure 17**

1 93. The individual purchased one relevant item—one box with the label
 2 “LABUBU 3.0” (“7-Eleven Barstow Store Item 3”). Photographs of the purchased
 3 items are included in **Table J** below.

4 Table J: Photographs of Counterfeit Items Purchased at the 7-Eleven		
5 Barstow Store		
6 Photograph of Box	7 Photograph of Bag	8 Photograph of Vinyl Plush Toy
9 10 11 12 13 14 15 16  7-Eleven Barstow Store Item 3 Box	17 18 19 20 21 22 23 24 25 26 27 28  7-Eleven Barstow Store Item 3 Bag	 7-Eleven Barstow Store Item 3 Doll

18 94. He obtained a paper receipt for the purchase, which is included below as
 19 **Figure 18**.



Figure 18

1 95. The receipt showed two “Lag Labubu Toy[s]” for \$49.98, and a checkout
2 bag charge.

3 96. When the individual was purchasing the products, another customer
4 asked the 7-Eleven clerk whether the 7-Eleven Counterfeit Products they were selling
5 were real. The clerk responded that the products were real. The individual then
6 witnessed the other customer purchase 7-Eleven Counterfeit Products.

7 **The 7-Eleven Flintridge Store**

8 97. The 7-Eleven Flintridge Store has displayed, offered and sold 7-Eleven
9 Counterfeit Products for sale. POP MART has confirmed at least two separate
10 instances of the 7-Eleven Flintridge Store selling 7-Eleven Counterfeit Products.

11 98. On June 10, 2025, a POP MART customer submitted a Customer
12 Support chat message via the POP MART website, writing that “today I went to a
13 local 7-11 store where I saw this, store owners said yes there real but when scanning
14 it lead to nothing Store location is 1535 Foothill Blvd La Cañada Flintridge, California
15 91011.” He submitted a photograph with the complaint, which is included below as
16 **Figure 19.**



27 **Figure 19**

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1 99. On June 25, 2025, an individual visited the 7-Eleven Flintridge Store.
 2 He observed merchandise being offered for sale that purported to be POP MART
 3 products.

4 100. Upon entry, the individual spotted what appeared to be LABUBU
 5 products on a four-shelf rolling cart’s top shelf—“Exciting Macaron” varieties in a
 6 “Have A Seat” tray and a pink “Collect them all. Labubu characters” tray. Additional
 7 similar products were displayed at the checkout counter near the register.

8 101. The individual purchased two items: (1) one box with the label “Exciting
 9 Macaron” (“7-Eleven Flintridge Store Item 1”); and (2) one box with the label “Have
 10 A Seat LABUBU” (“7-Eleven Flintridge Store Item 2”). Photographs of the
 11 purchased items are included in **Table K** below.

12 Table K: Photographs of Counterfeit Items Purchased at the 7-Eleven		
13 Flintridge Store		
14 Photograph of Box	14 Photograph of Bag	14 Photograph of Vinyl Plush Toy
15  16 17 18 19 20 21 22 23 7-Eleven Flintridge Store 24 Item 1 Box	15  16 17 18 19 20 21 22 23 7-Eleven Flintridge Store 24 Item 1 Bag	15  16 17 18 19 20 21 22 23 7-Eleven Flintridge 24 Store Item 1 Doll

Table K: Photographs of Counterfeit Items Purchased at the 7-Eleven Flintridge Store		
Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
		
7-Eleven Flintridge Store Item 2 Box	7-Eleven Flintridge Store Item 2 Bag	7-Eleven Flintridge Store Item 2 Doll

102. The individual obtained a paper receipt for the purchase of the 7-Eleven Counterfeit Products, which is included below as **Figure 20**.



Figure 20

1 103. The receipt showed (1) 1 “TY Squissh 14” NCI” for \$9.99; and (2) 1
2 “Labubu” for \$19.99, along with the checkout bag charge.

3 104. The individual asked the male 7-Eleven employee working at the store
4 whether the store will be getting any additional LABUBU products, and the employee
5 responded that the store is expecting another shipment on the same day. The
6 individual also asked the male 7-Eleven employee whether the store was a franchise
7 store or a 7-Eleven corporate store; the employee responded that it was a corporate
8 store.

9 **The 7-Eleven Glendale Store**

10 105. The 7-Eleven Glendale Store has displayed, offered and sold 7-Eleven
11 Counterfeit Products. POP MART has confirmed at least two separate instances of
12 the 7-Eleven Glendale Store selling 7-Eleven Counterfeit Products.

13 106. On June 21, 2025, around 6:30 a.m. Pacific time, an individual visited
14 the 7-Eleven Glendale Store and asked the clerk whether the store sold LABUBU
15 dolls. The clerk confirmed and pointed to an empty, counterfeit version of the
16 Exciting Macaron tray, photographs of which are included below as **Figure 21** and
17 **Figure 22**.



27 **Figure 21**

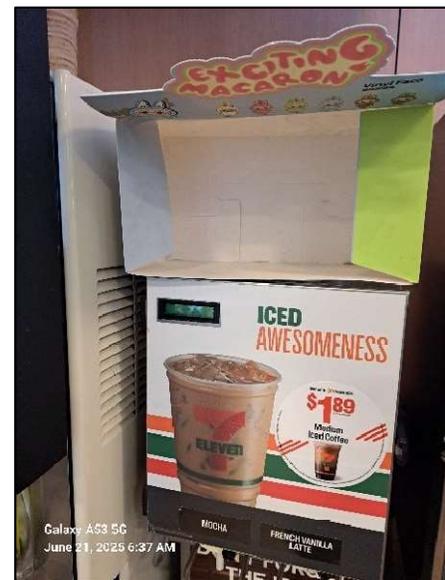


Figure 22

1 107. The clerk produced a counterfeit version of the Exciting Macaron box
2 from behind the counter, a photograph of which is included below as **Figure 23**.



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14 108. The individual purchased one product (“7-Eleven Glendale Store Item
15 1”) and a cup for \$26.28. He obtained a paper receipt for the purchase, which is
16 included below as **Figure 24**.

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Figure 24

109. Photographs of the purchased item are included in **Table L** below.

Table L: Photographs of Counterfeit Items Purchased at the 7-Eleven Glendale Store		
Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
		
7-Eleven Glendale Store Item 1 Box	7-Eleven Glendale Store Item 1 Bag	7-Eleven Glendale Store Item 1 Doll

1 110. On June 24, 2025, around 3:30 p.m. Pacific Time, an individual visited
2 the 7-Eleven Glendale Store and saw what appeared to be LABUBU dolls displayed
3 on a metal rack, a photograph of which is included below as **Figure 25**. This batch
4 differed from the one observed on June 21, 2025.



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14 **Figure 25**

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16 111. On June 25, 2025, the individual visited the 7-Eleven Glendale Store
17 again and purchased one “Big into Energy” product (“7-Eleven Glendale Store Item
18 2”), one “Exciting Macaron” product (“7-Eleven Glendale Store Item 3”), and one
19 “Zimomo” product (“7-Eleven Glendale Store Item 4”). He then purchased an
20 additional “Exciting Macaron” product (“7-Eleven Glendale Store Item 5”).
21 Photographs of both receipts are shown in **Figure 26** and **Figure 27**.



Figure 26



Figure 27

112. Photographs of the purchased items are included in Table M below.

Table M: Photographs of Counterfeit Items Purchased at the 7-Eleven Glendale Store		
Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
 <p>7-Eleven Glendale Store Item 2 Box</p>	 <p>7-Eleven Glendale Store Item 2 Bag</p>	 <p>7-Eleven Glendale Store Item 2 Doll</p>

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Table M: Photographs of Counterfeit Items Purchased at the 7-Eleven Glendale Store

Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
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7-Eleven Glendale Store
Item 3 Box



7-Eleven Glendale Store
Item 3 Bag



7-Eleven Glendale Store
Item 3 Doll



7-Eleven Glendale Store
Item 4 Box



7-Eleven Glendale Store
Item 4 Bag



7-Eleven Glendale Store
Item 4 Doll

Table M: Photographs of Counterfeit Items Purchased at the 7-Eleven Glendale Store		
Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
 <p>7-Eleven Glendale Store Item 5 Box</p>	 <p>7-Eleven Glendale Store Item 5 Bag</p>	 <p>7-Eleven Glendale Store Item 5 Doll</p>

The 7-Eleven Los Angeles Store

113. The 7-Eleven Los Angeles Store has displayed, offered and sold 7-Eleven Counterfeit Products. POP MART has confirmed at least one instance of the 7-Eleven Los Angeles Store selling 7-Eleven Counterfeit Products.

114. On June 25, 2025, an individual visited the 7-Eleven Los Angeles Store. He observed merchandise being offered for sale that purported to be POP MART products.

115. The individual purchased three items: (1) one bag with the label “Labubu” (“7-Eleven Los Angeles Store Item 1”); (2) one small box with the label “KS” and characters in Mandarin (“7-Eleven Los Angeles Store Item 2”); and (3) one small hexagonal box with the label “SQany Aogel” (“7-Eleven Los Angeles Store Item 3”). Photographs of the purchased items are included in **Table N** below.

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Table N: Photographs of Counterfeit Items Purchased at the 7-Eleven Los Angeles Store		
Photograph of Box	Photograph of Bag	Photograph of Toy
[Not Applicable]		
	7-Eleven Los Angeles Store Item 1 Bag	7-Eleven Los Angeles Store Item 1 Doll
		
7-Eleven Los Angeles Store Item 2 Box	7-Eleven Los Angeles Store Item 2 Bag	7-Eleven Los Angeles Store Item 2 Doll

Table N: Photographs of Counterfeit Items Purchased at the 7-Eleven Los Angeles Store		
Photograph of Box	Photograph of Bag	Photograph of Toy
 <p>7-Eleven Los Angeles Store Item 3 Box</p>	 <p>7-Eleven Los Angeles Store Item 3 Bag</p>	 <p>7-Eleven Los Angeles Store Item 3 Doll</p>

116. The individual purchased a total of three products for \$23.01. He obtained a paper receipt for the purchase, which is included below as **Figure 28**.



Figure 28

The 7-Eleven Modesto Store

117. The 7-Eleven Modesto Store has displayed, offered and sold 7-Eleven Counterfeit Products. POP MART has confirmed at least one instance of the 7-Eleven Modesto Store selling 7-Eleven Counterfeit Products.

118. On June 24, 2025, an individual visited the 7-Eleven Modesto Store. He observed merchandise being offered for sale that purported to be POP MART products.

119. The individual purchased one item—a box with the label “Big into Energy” (“7-Eleven Modesto Store Item 1”). Photographs of the purchased item are included in **Table O** below.

Table O: Photographs of Counterfeit Items Purchased at the 7-Eleven Modesto Store		
Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
		
7-Eleven Modesto Store Item 1 Box	7-Eleven Modesto Store Item 1 Bag	7-Eleven Modesto Store Item 1 Doll

120. The individual purchased a total of one product for \$21.99. He obtained a paper receipt for the purchase, which is included below as **Figure 29**. The receipt showed one “LB Big Into Energy” product for \$21.99.

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Figure 29

The 7-Eleven San Diego Store

121. The 7-Eleven San Diego Store has displayed, offered and sold 7-Eleven Counterfeit Products. POP MART has confirmed at least one instance of the 7-Eleven San Diego Store selling 7-Eleven Counterfeit Products.

122. On June 24, 2025, an individual visited the 7-Eleven San Diego Store. He asked a female employee whether the store carried LABUBU products. The employee led him to an alcohol display on the counter, which contained a box with the label “Have A Seat LABUBU,” a photograph of which is included as **Figure 30** below.

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Figure 30

123. The individual asked if the store carried another type of LABUBU doll, and the employee said that it did not, but that she could take his contact information to let him know when the product was available. The individual then asked how often the store receives shipments of LABUBU products, and the employee said once a month.

124. The individual purchased one relevant item—a box with the label “Have A Seat LABUBU” (“7-Eleven San Diego Store Item 1”). Photographs of the purchased item are included in **Table P** below.

Table P: Photographs of Counterfeit Items Purchased at the 7-Eleven San Diego Store		
Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
 <p>7-Eleven San Diego Store Item 1 Box</p>	 <p>7-Eleven San Diego Store Item 1 Bag</p>	 <p>7-Eleven San Diego Store Item 1 Doll</p>

125. The individual purchased a total of three products for \$52.27. He obtained a paper receipt for the purchase, which is included below as **Figure 31**. The receipt showed one “Have a seat la bu bu” for \$24.99, along with 1 “Stitch toy” for \$24.99 and 1 “Double Wall Thermo CupSell12oz” for \$2.29.

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Figure 31

The 7-Eleven Simi Valley Store

126. The 7-Eleven Simi Valley Store has displayed, offered and sold 7-Eleven Counterfeit Products. POP MART has confirmed at least one instance of the 7-Eleven Simi Valley Store selling 7-Eleven Counterfeit Products.

127. On or about June 21, 2025, a TikTok user by the name of “sarahellensmithh” posted a video on TikTok that was approximately 49 seconds long with the caption “@7-ELEVEN y’all get these people to give me my money back I’m being a full Karen but I’m legit upset over this #7eleven #fakelabubu #lafufu #fyp #foryou #foryoupage #california #californialaw #fraud.”⁴⁴ She tagged the official 7-Eleven TikTok account in the caption as depicted by the “@7-ELEVEN” text in the caption. The video begins with footage of the outside of the 7-Eleven Simi Valley Store with the text “TAG 711 IN THE COMMENTS” and the user saying “This 7-Eleven is selling fake Labubus.” A screenshot of the post is included below as **Figure 32**. The user continues to say “I

⁴⁴ <https://www.tiktok.com/@sarahellensmithh/video/7518268706925907231>.

1 need to know what the laws are about selling fake Labubus um because this 7-Eleven
2 in Simi Valley will not return it.”



Figure 32

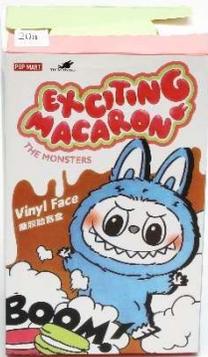
19 128. Other TikTok users responded to the post, tagging the official 7-Eleven
20 TikTok account.

21 129. On June 24, 2025, an individual visited the 7-Eleven Simi Valley Store.
22 An individual observed merchandise being offered for sale that purported to be POP
23 MART products.

24 130. The individual purchased five items: (1) one box with the label “Exciting
25 Macaron” (“7-Eleven Simi Valley Store Item 1”); (2) one clear coin purse with a
26 picture of a LABUBU doll; (“7-Eleven Simi Valley Store Item 2”); (3) one box with
27 the label “Have A Seat” (“7-Eleven Simi Valley Store Item 3”); (4) one box with the
28 label “LABUBU 3.0” (“7-Eleven Simi Valley Store Item 4”); and (5) one box with

1 the label “Big into Energy” (“7-Eleven Simi Valley Store Item 5”). Photographs of
 2 the purchased items are included in **Table Q** below.

3 **Table Q: Photographs of Counterfeit Items Purchased at the 7-Eleven Simi**
 4 **Valley Store**

5 Photograph of Box	6 Photograph of Bag	7 Photograph of Vinyl Plush Toy
<p>8 </p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15 7-Eleven Simi Valley Store Item 1 Box</p>	<p>16 </p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 7-Eleven Simi Valley Store Item 1 Bag</p>	<p>26 </p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34</p> <p>35 7-Eleven Simi Valley Store Item 1 Doll</p>
<p>36 [Not Applicable]</p>	<p>37 [Not Applicable]</p>	<p>38 </p> <p>39</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45 7-Eleven Simi Valley Store Item 2 Doll</p>

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Table Q: Photographs of Counterfeit Items Purchased at the 7-Eleven Simi Valley Store

Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
 <p data-bbox="321 926 643 1003">7-Eleven Simi Valley Store Item 3 Box</p>	 <p data-bbox="753 926 1075 1003">7-Eleven Simi Valley Store Item 3 Bag</p>	 <p data-bbox="1164 926 1485 1003">7-Eleven Simi Valley Store Item 3 Doll</p>
 <p data-bbox="321 1562 643 1640">7-Eleven Simi Valley Store Item 4 Box</p>	 <p data-bbox="753 1562 1075 1640">7-Eleven Simi Valley Store Item 4 Bag</p>	 <p data-bbox="1164 1562 1485 1640">7-Eleven Simi Valley Store Item 4 Doll</p>

Table Q: Photographs of Counterfeit Items Purchased at the 7-Eleven Simi Valley Store		
Photograph of Box	Photograph of Bag	Photograph of Vinyl Plush Toy
		
7-Eleven Simi Valley Store Item 5 Box	7-Eleven Simi Valley Store Item 5 Bag	7-Eleven Simi Valley Store Item 5 Doll

131. The total for the five products was \$92.18. The individual obtained a paper receipt for the purchase, which is included below as **Figure 33**. The receipt showed (1) two “BIGINTO ENERGY” products for \$39.98, (2) two “HAVE A seat” products for \$39.98, and a “Groc Tax F” charge for \$5.99.

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Figure 33

The 7-Eleven Counterfeit Products

132. The 7-Eleven Counterfeit Products displayed, offered and sold by Defendants include, but are not necessarily limited to, the products depicted in Tables I-Q above. Table R below includes some examples of the 7-Eleven Counterfeit Products side-by-side with genuine POP MART products and packaging, showing they bear the same or confusingly similar marks and trade dress.

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Table R: Sample Comparisons of POP MART’s Genuine Products and 7-Eleven Counterfeit Products

POP MART’s Genuine Product

7-Eleven’s Counterfeit Product

THE MONSTERS Exciting Macaron Series



POP MART Genuine Exciting Macaron Box



7-Eleven Glendale Store Item 5 Box



POP MART Genuine Exciting Macaron Bag



7-Eleven Simi Valley Store Item 1 Bag

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Table R: Sample Comparisons of POP MART’s Genuine Products and 7-Eleven Counterfeit Products

POP MART’s Genuine Product	7-Eleven’s Counterfeit Product
 <p data-bbox="289 1003 889 1081">POP MART Genuine Exciting Macaron Doll</p>	 <p data-bbox="1011 1003 1422 1081">7-Eleven Simi Valley Store Item 1 Doll</p>

THE MONSTERS Have A Seat Series

 <p data-bbox="289 1854 885 1892">POP MART Genuine Have A Seat Box</p>	 <p data-bbox="1024 1854 1409 1934">7-Eleven Flintridge Store Item 1 Box</p>
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Table R: Sample Comparisons of POP MART’s Genuine Products and 7-Eleven Counterfeit Products

POP MART’s Genuine Product **7-Eleven’s Counterfeit Product**



POP MART Genuine Have A Seat Bag



7-Eleven Flintridge Store
Item 1 Bag



POP MART Genuine Have A Seat Doll



7-Eleven Flintridge Store
Item 1 Doll

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Table R: Sample Comparisons of POP MART’s Genuine Products and 7-Eleven Counterfeit Products

POP MART’s Genuine Product	7-Eleven’s Counterfeit Product
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THE MONSTERS Big into Energy Series



POP MART Genuine Big into Energy Box



7-Eleven Modesto Store Item 1 Box



POP MART Genuine Big into Energy Bag



7-Eleven Modesto Store Item 1 Bag

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Table R: Sample Comparisons of POP MART's Genuine Products and 7-Eleven Counterfeit Products	
POP MART's Genuine Product	7-Eleven's Counterfeit Product
 <p>POP MART Genuine Big into Energy Doll</p>	 <p>7-Eleven Modesto Store Item 1 Doll</p>

133. Table S below includes examples of 7-Eleven Counterfeit Products that use POP MART Registered Marks.

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Table S: Examples of Counterfeit Items Using POP MART Registered Marks		
POP MART Registered Marks	Examples of 7-Eleven's Counterfeit Product	
POP MART Trademark Registration No. 6592820 	 <p>7-Eleven Simi Valley Store Item 1 Box</p>	 <p>7-Eleven Modesto Store Item 1 Box</p>

<p>1 Table S: Examples of Counterfeit Items Using POP MART Registered 2 Marks</p>		
<p>3 POP MART Registered 4 Marks</p>	<p>5 Examples of 7-Eleven's Counterfeit Product</p>	
<p>5 LABUBU Trademark Registration No. 7839144</p> <p>6 LABUBU</p>	 <p>7-Seven Flintridge Store Item 1 Box</p>	 <p>7-Eleven Barstow Store Item 3 Box</p>
<p>18 THE MONSTERS Trademark Registration No. 7839156</p> 	 <p>7-Eleven Simi Valley Store Item 1 Bag</p>	 <p>7-Eleven Glendale Store Item 5 Box</p>

1 134. **Table T** below includes some examples of 7-Eleven Counterfeit
 2 Products that infringe the LABUBU Trade Dress.

Table T: Examples of 7-Eleven Counterfeit Products Using POP MART's LABUBU Trade Dress	
POP MART's Genuine Product	7-Eleven's Counterfeit Product
<div data-bbox="362 512 808 1058" data-label="Image"> </div> <p data-bbox="289 1062 889 1140">POP MART Genuine Exciting Macaron Doll - Green Grape</p>	<div data-bbox="992 512 1438 1058" data-label="Image"> </div> <p data-bbox="1013 1062 1425 1140">7-Eleven Simi Valley Store Item 1 Doll</p>
<div data-bbox="289 1161 878 1877" data-label="Image"> </div> <p data-bbox="289 1881 889 1959">POP MART Genuine Exciting Macaron Doll - Sesame Bean</p>	<div data-bbox="922 1161 1507 1877" data-label="Image"> </div> <p data-bbox="1036 1881 1409 1959">7-Eleven Glendale Store Item 5 Doll</p>

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Table T: Examples of 7-Eleven Counterfeit Products Using POP MART's LABUBU Trade Dress

POP MART's Genuine Product	7-Eleven's Counterfeit Product
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POP MART Genuine Have A Seat Doll -
BABA



7-Eleven Simi Valley Store
Item 3 Doll



POP MART Genuine Have A Seat Doll -
DADA



7-Eleven San Diego Store
Item 1 Doll

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Table T: Examples of 7-Eleven Counterfeit Products Using POP MART's LABUBU Trade Dress

POP MART's Genuine Product	7-Eleven's Counterfeit Product
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POP MART Genuine Big into Energy Doll - HOPE



7-Eleven Simi Valley Store Item 5 Doll



POP MART Genuine Have A Seat Doll - QUQU



7-Eleven Flintridge Store Item 1 Doll

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Table T: Examples of 7-Eleven Counterfeit Products Using POP MART's LABUBU Trade Dress

POP MART's Genuine Product	7-Eleven's Counterfeit Product
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POP MART Genuine Big into Energy Doll- LOVE



7-Eleven Modesto Store Item 1 Doll



POP MART Genuine Big into Energy Doll - LOYALTY



7-Eleven Glendale Store Item 2 Doll

1 135. **Table U** below includes examples of 7-Eleven Counterfeit Products that
2 copy and otherwise infringe the POP MART Copyrighted Works.

3 Table U: Examples of Infringement of POP MART Copyrighted Works	
4 POP MART Copyrighted Works	7-Eleven's Counterfeit Product
5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28  <p>Copyright Registration No. VA0002424793 Have a Seat Bag</p>	 <p>7-Eleven Flintridge Store Item 1 Bag</p>

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Table U: Examples of Infringement of POP MART Copyrighted Works	
POP MART Copyrighted Works	7-Eleven's Counterfeit Product
	
<p>Copyright Registration No. VA0002448371 THE MONSTERS Big into Energy Series- Vinyl Plush Pendant Blind Box-LOVE</p>	<p>7-Eleven Modesto Store Item 1 Doll</p>

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Table U: Examples of Infringement of POP MART Copyrighted Works	
POP MART Copyrighted Works	7-Eleven's Counterfeit Product
 <p>THE MONSTERS - ANGEL IN CLOUDS Vinyl Face Doll Copyright Registration No. VA0002448155</p>	 <p>7-Eleven Glendale Store Item 4 Box</p>  <p>7-Eleven Glendale Store Item 4 Doll</p>

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Table U: Examples of Infringement of POP MART Copyrighted Works	
POP MART Copyrighted Works	7-Eleven's Counterfeit Product
 <p>Copyright Registration No. VA0002451895 THE MONSTERS - Exciting Macaron Vinyl Face Blind Box-Chestnut Cocoa</p>	 <p>7-Eleven Simi Valley Store Item 1 Doll</p>
 <p>Copyright Registration No. VA0002451935 THE MONSTERS - Have a Seat Vinyl Plush Blind Box-DUODUO</p>	 <p>7-Eleven Flintridge Store Item 1 Doll</p>

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Table U: Examples of Infringement of POP MART Copyrighted Works	
POP MART Copyrighted Works	7-Eleven's Counterfeit Product
 <p data-bbox="316 940 901 1102">Copyright Registration No. VA0002451927 THE MONSTERS - Have a Seat Vinyl Plush Blind Box-HEHE</p>	 <p data-bbox="1088 982 1388 1060">7-Eleven Flintridge Store Item 2 Doll</p>
 <p data-bbox="284 1669 933 1827">Copyright Registration No. VA0002452119 THE MONSTERS Big into Energy Series- Boxes</p>	 <p data-bbox="1047 1753 1421 1827">7-Eleven Glendale Store Item 2 Box</p>

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Table U: Examples of Infringement of POP MART Copyrighted Works	
POP MART Copyrighted Works	7-Eleven's Counterfeit Product
 <p>Copyright Registration No. VA0002452126 THE MONSTERS Big into Energy Series- Packing Bags</p>	 <p>7-Eleven Glendale Store Item 2 Bag</p>
 <p>Copyright Registration No. VA0002452124 THE MONSTERS - Exciting Macaron - Boxes</p>	 <p>7-Eleven Glendale Store Item 5 Box</p>

Table U: Examples of Infringement of POP MART Copyrighted Works	
POP MART Copyrighted Works	7-Eleven’s Counterfeit Product
 <p data-bbox="402 919 812 995">Copyright Registration No. VA0002452141</p> <p data-bbox="305 1003 906 1083">THE MONSTERS - Exciting Macaron - Packing Bags</p>	 <p data-bbox="1029 961 1442 1041">7-Eleven Simi Valley Store Item 1 Bag</p>

136. Defendants’ sale of reproductions, counterfeits, copies and colorable imitations of the POP MART Marks (the “Counterfeit Marks”) and the LABUBU Trade Dress (the “Counterfeit Trade Dress”) has created a likelihood of confusion and mistake among consumers as to the source and origin of the 7-Eleven Counterfeit Products and as to POP MART’s connection or affiliation with, or endorsement of, the 7-Eleven Counterfeit Products and 7-Eleven. Indeed, as shown above, Defendants’ unlawful conduct has caused actual confusion among the consuming public as to the source and origin of the 7-Eleven Counterfeit Products and as to POP MART’s connection or affiliation with, or endorsement of, the 7-Eleven Counterfeit Products and 7-Eleven.

137. Defendants’ infringement of the POP MART Marks and the LABUBU Trade Dress was and continues to be willful and intended to cause confusion or mistake among consumers for Defendants’ benefit. Defendants’ acts in deceiving

1 customers into believing that POP MART products could be purchased at 7-Eleven
2 stores is not an innocent coincidence: it is widespread among 7-Eleven stores and has
3 occurred at the very same time that POP MART was seeing, and continues to see,
4 record performance in sales of LABUBU Products. Defendants’ sale of the 7-Eleven
5 Counterfeit Products is a deliberate effort to trade on the popularity of the POP MART
6 Marks and the LABUBU Trade Dress, which POP MART has achieved through
7 substantial investment and innovation.

8 138. Defendants’ willfulness in infringing the POP MART Marks and the
9 LABUBU Trade Dress is evident from its blatant copying of the POP MART Marks
10 and other source-identifying features of popular LABUBU Products. For example,
11 Defendants sell counterfeit products depicting the POP MART mark; and on some
12 counterfeit products, they use a mark that says “ROR MART,” as reflected in **Figure**
13 **34** below. POP MART does not brand any genuine products with this type of
14 designation. Further, Defendants sell counterfeit products depicting the text
15 “LABUBU” and the trademark for “THE MONSTERS,” as reflected in **Table S**
16 *supra*.



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Figure 34

1 139. Further confirming 7-Eleven’s knowledge of sales of the 7-Eleven
2 Counterfeit Products in 7-Eleven stores, POP MART has discovered a social media
3 post from April 27, 2025, tagging 7-Eleven’s official X account, in which a customer
4 attached a photograph of an apparent 7-Eleven Counterfeit Product and stated; “I
5 bought this counterfeit at a local @7eleven in Southern California. How can I get this
6 reported as a counterfeit product.”⁴⁵ Using its official X account, 7-Eleven replied
7 the following day, April 28, 2025, and stated: “We’re sorry to hear this! Can you
8 send us more details at bit.ly/ContactUs7Elev...? We appreciate your feedback!”
9 The individual who made the original post replied, “I did you guys did not even
10 wanted to give me my money back!” A screenshot of the X post and 7-Eleven’s
11 comment in reply is included below as **Figure 35**.

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⁴⁵ <https://x.com/DreamITcollects/status/1916527733884203390>.

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Figure 35

140. The 7-Eleven Counterfeit Products are not licensed, authorized, sponsored, endorsed, or approved by POP MART in any way, for use by 7-Eleven, or by any suppliers of goods to 7-Eleven.

141. POP MART used the POP MART Marks and the LABUBU Trade Dress extensively and continuously in commerce before Defendants began using confusingly similar imitations of POP MART’s products.

142. The goods sold by Defendants are similar to, and compete with, goods that POP MART sells and are sold through overlapping channels of trade.

1 143. Defendants' use of identical and/or confusingly similar imitations of
2 POP MART's LABUBU Products is likely to deceive, confuse, and mislead
3 prospective purchasers into believing that products Defendants sell are manufactured
4 by, authorized by, or in some manner associated with POP MART, when they are not.
5 The likelihood of confusion, mistake, and deception engendered by Defendants'
6 misappropriation of the POP MART Marks and the LABUBU Trade Dress is causing
7 irreparable harm to the goodwill symbolized by the POP MART Marks and the
8 LABUBU Trade Dress and the reputation for quality that they embody.

9 144. Defendants' activity is likely to cause confusion, and has caused actual
10 confusion, before, during, and after the time of purchase because purchasers,
11 prospective purchasers, and others viewing Defendants' products at the point of sale
12 or on a wearer are likely to mistakenly attribute the product to POP MART. This is
13 particularly damaging with respect to those persons who perceive a defect or lack of
14 quality in Defendants' products. By causing such a likelihood of confusion, mistake,
15 and deception, Defendants are causing irreparable harm to the goodwill the POP
16 MART Marks and the LABUBU Trade Dress symbolize, and the reputation for
17 quality they embody. Most counterfeit products are of poor quality, unsightly, and
18 may even be disturbing to consumers (especially children). This includes, but is not
19 limited to the 7-Eleven Counterfeit Products having, for example, (1) eyes that have
20 popped out or are poorly secured, creating a disturbing effect as well as an unsafe
21 product; (2) substandard fur stitching with loose threads and uneven seams; (3)
22 deformed, lopsided head shapes; (4) heads or hands that come off; and even (5) upside
23 down faces.

24 145. Further, Defendants' sales of 7-Eleven Counterfeit Products diverts
25 revenue that would otherwise flow to POP MART.

26 146. Defendants continue to use the Counterfeit Marks and the Counterfeit
27 Trade Dress—which are confusingly similar imitations of the POP MART Marks and
28 the LABUBU Trade Dress, respectively—in connection with the sale of products that

1 are directly competitive to those POP MART offers. Defendants began selling these
2 imitations well after POP MART established protectable rights to the POP MART
3 Marks and the LABUBU Trade Dress, and well after the POP MART Marks and the
4 LABUBU Trade Dress achieved their current levels of popularity and notoriety.

5 147. Defendants knowingly, willfully, intentionally, and maliciously adopted
6 and used confusingly similar imitations of the POP MART Marks and the LABUBU
7 Trade Dress.

8 **FIRST CAUSE OF ACTION**

9 **(Federal Trademark Counterfeiting – 15 U.S.C. § 1114)**

10 **(By POP MART Singapore and POP Mart Beijing Against All Defendants)**

11 148. POP MART repeats and realleges each and every allegation contained in
12 the preceding paragraphs as if set forth herein in full.

13 149. POP MART Singapore and POP MART Beijing own valid and
14 registered United States Trademark Registrations from the United States Patent and
15 Trademark Office for the POP MART Registered Marks, as set out above including
16 in **Table F**.

17 150. POP MART has continuously used the POP MART Registered Marks
18 throughout the United States.

19 151. Defendants use the Counterfeit Marks, which are non-genuine versions
20 of the POP MART Registered Marks, that are identical to, or substantially
21 indistinguishable from, the POP MART Registered Marks.

22 152. Defendants are intentionally using the Counterfeit Marks to falsely
23 suggest that Defendants' goods have been certified by POP MART.

24 153. POP MART Singapore and POP MART Beijing did not authorize
25 Defendants' use of the Counterfeit Marks, and such unauthorized use of the
26 Counterfeit Marks is likely to confuse consumers into falsely believing that
27 Defendants' goods are authorized or certified by POP MART when they are not.

28

1 154. Defendants' use of the Counterfeit Marks without consent from POP
2 MART Singapore and POP MART Beijing was and is a willful and intentional
3 infringement of the POP MART Registered Marks.

4 155. Defendants have profited from their acts of infringement. POP MART
5 Singapore and POP MART Beijing are entitled to recover Defendants' profits arising
6 from the infringement, any damages sustained by them arising from said
7 infringement, as well as the costs of this action. POP MART Singapore and POP
8 MART Beijing also are entitled to an enhanced award of profits and/or damages to
9 fully and adequately compensate them for Defendants' infringement. At its election,
10 POP MART Singapore and POP MART Beijing are also entitled to statutory
11 damages. POP MART Singapore and POP MART Beijing therefore are entitled to
12 injunctive relief and to Defendants' profits, actual damages, enhanced profits, and
13 damages, costs, and reasonable attorneys' fees pursuant to 15 U.S.C. §§ 1114, 1116,
14 and 1117.

15 156. Defendants have caused and, unless enjoined by this Court, will continue
16 to cause irreparable injury to POP MART Singapore and POP MART Beijing that is
17 not fully compensable in monetary damages. The damage to POP MART Singapore
18 and POP MART Beijing includes harm to its goodwill and business reputation in the
19 marketplace that money cannot compensate. POP MART Singapore and POP MART
20 Beijing are therefore entitled to a preliminary and permanent injunction enjoining and
21 restraining Defendants from use of the Counterfeit Marks, the POP MART Registered
22 Marks, or any other mark that is confusingly similar to the POP MART Registered
23 Marks.

24 **SECOND CAUSE OF ACTION**

25 **(Contributory Federal Trademark Counterfeiting – 15 U.S.C. § 1114)**

26 **(By POP MART Singapore and POP Mart Beijing Against 7-Eleven)**

27 157. POP MART repeats and realleges each and every allegation contained in
28 the preceding paragraphs as if set forth herein in full.

1 158. POP MART Singapore and POP MART Beijing own valid and
2 registered United States Trademark Registrations from the United States Patent and
3 Trademark Office for the POP MART Registered Marks, as set out above including
4 in **Table F**.

5 159. As detailed above, the 7-Eleven Stores sell goods bearing the Counterfeit
6 Marks, which are non-genuine versions of the POP MART Registered Marks that are
7 identical to, or substantially indistinguishable from, the POP MART Registered
8 Marks. The foregoing activity, which is ongoing, constitutes direct trademark
9 infringement in violation of 15 U.S.C. § 1114.

10 160. Defendant 7-Eleven is contributorily liable for these direct infringements
11 by its franchise stores as described herein. 7-Eleven has actual knowledge or reason
12 to know of the infringement, including because 7-Eleven (i) has or has access to
13 receipts reflecting the 7-Eleven Counterfeit Products being sold at its stores; (ii) has
14 inventory management systems and technology that identify and analyze merchandise
15 being sold at 7-Eleven Stores; (iii) maintains control and/or approval over which
16 categories of products, and specific products, franchise stores offer; and (iv) has and
17 exercises the right to conduct audits of franchise stores, including of the products
18 franchise stores offer. 7-Eleven’s knowledge of 7-Eleven Counterfeit Products being
19 sold in its stores is confirmed, *inter alia*, by its reply on the official 7-Eleven X
20 account, to a report of such a product (including a photograph of it), to which it
21 replied, “We’re sorry to hear this!” and requesting further details. 7-Eleven has
22 knowledge of and control over the merchandise sold in each 7-Eleven store, including
23 franchise stores.

24 161. Nevertheless, 7-Eleven has failed to take reasonable measures to prevent
25 the infringement, and in fact facilitates and encourages such infringement, including
26 by supplying 7-Eleven Counterfeit Products to its stores and/or allowing its stores to
27 obtain them, and by continuing to permit its stores to sell the 7-Eleven Counterfeit
28 Products. 7-Eleven monitors its franchise stores’ activities both via its sales and

1 inventory technology systems and via visits to its franchise stores and has the means
2 to take simple steps to prevent the specific infringing activity but fails to do
3 so. Instead, 7-Eleven continues to permit its stores, including its franchisees, to sell
4 the 7-Eleven Counterfeit Products, and actively facilitates the ongoing infringement.

5 162. Accordingly, 7-Eleven is contributorily liable for the infringement of the
6 POP MART Registered Marks.

7 163. The foregoing acts of infringement by 7-Eleven have been willful,
8 intentional, and purposeful, in disregard of POP MART Singapore and POP MART
9 Beijing's rights.

10 164. 7-Eleven has profited from its acts of infringement. POP MART
11 Singapore and POP MART Beijing are entitled to recover 7-Eleven's profits arising
12 from the infringement, any damages sustained by POP MART Singapore and POP
13 MART Beijing arising from said infringement, as well as the costs of this action. POP
14 MART Singapore and POP MART Beijing also are entitled to an enhanced award of
15 profits and/or damages to fully and adequately compensate them for 7-Eleven's
16 infringement. At their election, POP MART Singapore and POP MART Beijing are
17 also entitled to statutory damages. POP MART Singapore and POP MART Beijing
18 therefore are entitled to injunctive relief and to 7-Eleven's profits, actual damages,
19 enhanced profits, and damages, costs, and reasonable attorneys' fees pursuant to 15
20 U.S.C. §§ 1114, 1116, and 1117.

21 165. 7-Eleven has caused and, unless enjoined by this Court, will continue to
22 cause irreparable injury to POP MART Singapore and POP MART Beijing that is not
23 fully compensable in monetary damages. The damage to POP MART Singapore and
24 POP MART Beijing includes harm to their goodwill and business reputation in the
25 marketplace that money cannot compensate. POP MART Singapore and POP MART
26 Beijing are therefore entitled to a preliminary and permanent injunction enjoining and
27 restraining 7-Eleven from use of the Counterfeit Marks, the POP MART Registered
28

1 Marks, or any other mark that is confusingly similar to the POP MART Registered
2 Marks.

3 **THIRD CAUSE OF ACTION**

4 **(Vicarious Federal Trademark Counterfeiting – 15 U.S.C. § 1114)**

5 **(By POP MART Singapore & POP MART Beijing Against 7-Eleven)**

6 166. POP MART repeats and realleges each and every allegation contained in
7 the preceding paragraphs as if set forth herein in full.

8 167. POP MART Singapore and POP MART Beijing own valid and
9 registered United States Trademark Registrations from the United States Patent and
10 Trademark Office for the POP MART Registered Marks, as set out above including
11 in **Table F**.

12 168. As detailed above, the 7-Eleven Stores sell goods bearing the Counterfeit
13 Marks, which are non-genuine versions of the POP MART Registered Marks that are
14 identical to, or substantially indistinguishable from, the POP MART Registered
15 Marks. The foregoing activity, which is ongoing, constitutes direct trademark
16 infringement in violation of 15 U.S.C. § 1114.

17 169. Defendant 7-Eleven is vicariously liable for these direct infringements
18 by its 7-Eleven Stores as described herein. 7-Eleven exerts significant control over
19 the selection, distribution, placement, and sale of the 7-Eleven Counterfeit Products
20 by the 7-Eleven Stores, and 7-Eleven and the 7-Eleven Stores have an apparent or
21 actual partnership, have authority to bind one another in transactions with third
22 parties, and/or exercise joint ownership or control over the 7-Eleven Counterfeit
23 Products. Specifically, 7-Eleven (i) has or has access to records reflecting the 7-
24 Eleven Counterfeit Products being sold at its stores; (ii) has inventory management
25 systems and technology that tracks, identifies and analyzes merchandise being sold at
26 7-Eleven Stores, (iii) maintains control and/or approval over which categories of
27 products, and specific products, franchise stores offer; and (iv) has and exercises the
28 right to conduct audits of franchise stores, including of the products franchise stores

1 offer. Despite exercising its right and ability to control by supervising the franchisee
2 store's operations, including the sale of 7-Eleven Counterfeit Products, 7-Eleven
3 failed to exercise this control to prevent and stop this infringement.

4 170. 7-Eleven has received direct financial benefit from the acts of
5 infringement through its share of the revenue and profits gained from the 7-Eleven
6 Stores' infringing sales, and additional competitive advantages gained by leveraging
7 the popularity of the LABUBU Products to draw consumers to its stores to make
8 additional purchases.

9 171. Accordingly, 7-Eleven is vicariously liable for the infringement of the
10 POP MART Registered Marks.

11 172. 7-Eleven has profited from its acts of infringement. POP MART
12 Singapore and POP MART Beijing are entitled to recover 7-Eleven's profits arising
13 from the infringement, any damages sustained by POP MART Singapore and POP
14 MART Beijing arising from said infringement, as well as the costs of this action. POP
15 MART Singapore and POP MART Beijing also are entitled to an enhanced award of
16 profits and/or damages to fully and adequately compensate them for 7-Eleven's
17 infringement. At their election, POP MART Singapore and POP MART Beijing also
18 are entitled to statutory damages. POP MART Singapore and POP MART Beijing
19 therefore are entitled to injunctive relief and to 7-Eleven's profits, actual damages,
20 enhanced profits, and damages, costs, and reasonable attorneys' fees pursuant to 15
21 U.S.C. §§ 1114, 1116, and 1117.

22 173. 7-Eleven has caused and, unless enjoined by this Court, will continue to
23 cause irreparable injury to POP MART Singapore and POP MART Beijing that is not
24 fully compensable in monetary damages. The damage to POP MART Singapore and
25 POP MART Beijing includes harm to their goodwill and business reputation in the
26 marketplace that money cannot compensate. POP MART Singapore and POP MART
27 Beijing are therefore entitled to a preliminary and permanent injunction enjoining and
28 restraining 7-Eleven from use of the Counterfeit Marks, the POP MART Registered

1 Marks, or any other mark that is confusingly similar to the POP MART Registered
2 Marks.

3 **FOURTH CAUSE OF ACTION**

4 **(Federal Trademark Infringement – 15 U.S.C. § 1114)**

5 **(By POP MART Singapore & POP MART Beijing Against All Defendants)**

6 174. POP MART repeats and realleges each and every allegation contained in
7 the preceding paragraphs as if set forth herein in full.

8 175. POP MART Singapore and POP MART Beijing own valid and
9 registered United States Trademark Registrations from the United States Patent and
10 Trademark Office for the POP MART Registered Marks, as set out above including
11 in **Table F**.

12 176. Defendants are advertising and selling goods using Counterfeit Marks
13 identical to or substantially indistinguishable from the POP MART Registered Marks
14 in appearance, sound, meaning, and commercial impression, such that the use and
15 registration thereof is likely to cause confusion, mistake, and deception as to the
16 authorization and/or certification of Defendants' goods, and that the public is likely
17 to be confused, deceived, and to assume erroneously that Defendants' goods have
18 been certified by POP MART or that Defendants are in some way connected with,
19 licensed, authorized, certified by, or affiliated with POP MART, and will irreparably
20 injure and damage POP MART Singapore and POP MART Beijing and the goodwill
21 and reputation symbolized by the POP MART Registered Marks.

22 177. As the Counterfeit Marks used on Defendants' goods are identical to or
23 substantially indistinguishable from the POP MART Registered Marks, the public is
24 likely to be confused and deceived, and to assume erroneously that Defendants' goods
25 have been certified by POP MART or that Defendants are in some way connected
26 with, licensed, sponsored by, or affiliated with POP MART, all to POP MART
27 Singapore and POP MART Beijing's irreparable damage.

28

1 178. The likelihood of confusion is even greater because the POP MART
2 Registered Marks are strong, widely recognized, and entitled to a broad scope of
3 protection.

4 179. Confusion is even more likely due to the fact that the Counterfeit Marks
5 prominently incorporate the key components of the POP MART Registered Marks,
6 including: (i) a square containing the stylized terms “POP MART” with “POP”
7 appearing above “MART”; (ii) the stylized wording “POP MART” with a shaded
8 rectangle; (iii) the characters “POP MART” without any particular font style, size, or
9 color; (iv) the wording “THE MONSTERS” underneath a stylized silhouette of an elf
10 lying down on the word “MONSTERS”; and (v) the characters “LABUBU” without
11 any particular font style, size, or color.

12 180. Defendants are not affiliated or connected with POP MART and have
13 not been endorsed or sponsored by POP MART, nor has POP MART approved any
14 of Defendants’ goods offered or sold or intended to be sold by Defendants under the
15 Counterfeit Marks.

16 181. Defendants have never obtained the permission of POP MART
17 Singapore and POP MART Beijing to use the Counterfeit Marks, nor has POP MART
18 Singapore and POP MART Beijing certified any of Defendants’ goods offered under
19 Defendants’ Counterfeit Marks.

20 182. POP MART Singapore and POP MART Beijing’s United States
21 Trademark Registrations set out above provide, at the very least, constructive notice
22 to Defendants of the rights of POP MART Singapore and POP MART Beijing in and
23 to the POP MART Registered Marks.

24 183. Defendants’ use of the Counterfeit Marks in connection with the
25 Defendants’ 7-Eleven Counterfeit Products is likely to cause confusion, mistake, or
26 deception of consumers as to the authorization or certification of the goods, in
27 violation of the Lanham Act, including but not limited to 15 U.S.C. § 1114.

28

1 184. Consumers are likely to purchase, and have purchased, Defendants'
2 goods being offered under the Counterfeit Marks believing them to have been
3 certified by POP MART Singapore and POP MART Beijing, thereby resulting in a
4 loss of goodwill and economic harm to POP MART.

5 185. Upon information and belief, Defendants intentionally adopted and use
6 the Counterfeit Marks to create consumer confusion and traffic off of POP MART's
7 reputation and goodwill under the POP MART Registered Marks.

8 186. Upon information and belief, Defendants have derived unlawful gains
9 and profits from their use of the Counterfeit Marks.

10 187. The goodwill of POP MART's business under the POP MART
11 Registered Marks is of great value, and POP MART Singapore and POP MART
12 Beijing will suffer irreparable harm should Defendants' infringement be allowed to
13 continue, to the detriment of the trade reputation and goodwill of POP MART
14 Singapore and POP MART Beijing , for which damage they cannot be adequately
15 compensated at law.

16 188. POP MART Singapore and POP MART Beijing have no control over
17 the quality of the goods offered by Defendants. Thus, the great value of the POP
18 MART Registered Marks is subject to damage by entities they cannot control.

19 189. Unless Defendants are enjoined by this Court from so doing, POP
20 MART Singapore and POP MART Beijing will continue to suffer irreparable harm
21 and injury to their goodwill and reputation.

22 190. Upon information and belief, Defendants have engaged in acts of
23 infringement, with knowledge of POP MART Singapore and POP MART Beijing's
24 exclusive rights in and to the POP MART Registered Marks, and Defendants continue
25 in such acts of intentional infringement, thus entitling POP MART Singapore and
26 POP MART Beijing to an award of treble damages, disgorgement of Defendants'
27 profits, and attorneys' fees and costs in bringing and maintaining this action, pursuant
28 to 15 U.S.C. § 1117.

1 191. Defendants have caused and, unless enjoined by this Court, will continue
2 to cause irreparable injury to POP MART Singapore and POP MART Beijing that is
3 not fully compensable in monetary damages. POP MART Singapore and POP MART
4 Beijing are therefore entitled to a preliminary and permanent injunction enjoining and
5 restraining Defendants from use of the Counterfeit Marks, the POP MART Registered
6 Marks, or any other mark that is confusingly similar to the POP MART Registered
7 Marks.

8 **FIFTH CAUSE OF ACTION**

9 **(Contributory Federal Trademark Infringement – 15 U.S.C. § 1114)**

10 **(By POP MART Singapore and POP MART Beijing Against 7-Eleven)**

11 192. POP MART repeats and realleges each and every allegation contained in
12 the preceding paragraphs as if set forth herein in full.

13 193. POP MART Singapore and POP MART Beijing own valid and
14 registered United States Trademark Registrations from the United States Patent and
15 Trademark Office for the POP Registered MART Marks, as set out above including
16 in **Table F**.

17 194. As detailed above, the 7-Eleven Stores sell goods bearing the Counterfeit
18 Marks, which are non-genuine versions of the POP MART Registered Marks that are
19 identical to, or substantially indistinguishable from, the POP MART Registered
20 Marks. The foregoing activity, which is ongoing, constitutes direct trademark
21 infringement in violation of 15 U.S.C. § 1114.

22 195. Defendant 7-Eleven is contributorily liable for these direct infringements
23 by its 7-Eleven Stores as described herein. 7-Eleven has actual knowledge or reason
24 to know of the infringement, including because 7-Eleven (i) has or has access to
25 receipts reflecting the 7-Eleven Counterfeit Products being sold at its stores; (ii) has
26 inventory management systems and technology that identify and analyze merchandise
27 being sold at 7-Eleven stores; (iii) maintains control and/or approval over which
28 categories of products, and specific products, the 7-Eleven Stores offer; and (iv) has

1 and exercises the right to conduct audits of the 7-Eleven Stores, including of the
2 products the 7-Eleven Stores offer. 7-Eleven’s knowledge of 7-Eleven Counterfeit
3 Products being sold in its stores is confirmed, *inter alia*, by its reply on the official 7-
4 Eleven X account, to a report of such a product (including a photograph of it), to
5 which it replied “We’re sorry to hear this!” and requesting further details. 7-Eleven
6 has knowledge of and control over the merchandise sold in each 7-Eleven store,
7 including 7-Eleven Stores.

8 196. Nevertheless, 7-Eleven has failed to take reasonable measures to prevent
9 the infringement, and in fact facilitates and encourages such infringement, including
10 by supplying 7-Eleven Counterfeit Products to its stores and/or allowing its stores to
11 obtain them, and by continuing to permit its stores to sell the 7-Eleven Counterfeit
12 Products. 7-Eleven monitors its 7-Eleven Stores’ activities both via its sales and
13 inventory technology systems and via visits to its 7-Eleven Stores, and has the means
14 to take simple steps to prevent the specific infringing activity but fails to do so.
15 Instead, 7-Eleven continues to permit its stores, including its franchisees, to sell the
16 7-Eleven Counterfeit Products, and actively facilitates the ongoing infringement.

17 197. Accordingly, 7-Eleven is contributorily liable for the infringement of the
18 POP MART Registered Marks.

19 198. The foregoing acts of infringement by 7-Eleven have been willful,
20 intentional, and purposeful, in disregard of POP MART Singapore and POP MART
21 Beijing’s rights.

22 199. Unless 7-Eleven is enjoined by this Court from so doing, POP MART
23 Singapore and POP MART Beijing will continue to suffer irreparable harm and injury
24 to its goodwill and reputation.

25 200. Upon information and belief, 7-Eleven has engaged in acts of
26 infringement, with knowledge of POP MART Singapore and POP MART Beijing’s
27 exclusive rights in and to the POP MART Registered Marks, and 7-Eleven continues
28 in such acts of intentional infringement, thus entitling POP MART Singapore and

1 POP MART Beijing to an award of treble damages, disgorgement of 7-Eleven’s
2 profits, and attorneys’ fees and costs in bringing and maintaining this action, pursuant
3 to 15 U.S.C. § 1117.

4 **SIXTH CAUSE OF ACTION**

5 **(Vicarious Federal Trademark Infringement – 15 U.S.C. § 1114)**

6 **(By POP MART Singapore and POP MART Beijing Against 7-Eleven)**

7 201. POP MART repeats and realleges each and every allegation contained in
8 the preceding paragraphs as if set forth herein in full.

9 202. POP MART Singapore and POP MART Beijing own valid and
10 registered United States Trademark Registrations from the United States Patent and
11 Trademark Office for the POP MART Registered Marks, as set out above including
12 in **Table F**.

13 203. As set forth above, the 7-Eleven Stores’ use of the Counterfeit Marks in
14 connection with the sale of Defendants’ goods is likely to cause confusion, mistake,
15 or deception of consumers as to the authorization or certification of the goods, in
16 violation of the Lanham Act, including but not limited to 15 U.S.C. § 1114.

17 204. 7-Eleven is vicariously liable for these direct infringements by its 7-
18 Eleven Stores as described herein. 7-Eleven exerts significant control over the
19 selection, distribution, placement, and sale of the 7-Eleven Counterfeit Products by
20 the 7-Eleven Stores, and 7-Eleven and the 7-Eleven Stores have an apparent or actual
21 partnership, have authority to bind one another in transactions with third parties,
22 and/or exercise joint ownership or control over the 7-Eleven Counterfeit Products.
23 Specifically, 7-Eleven (i) has or has access to records reflecting the 7-Eleven
24 Counterfeit Products being sold at its stores; (ii) has inventory management systems
25 and technology that tracks, identifies and analyzes merchandise being sold at 7-
26 Eleven stores; (iii) maintains control and/or approval over which categories of
27 products, and specific products, 7-Eleven Stores offer; and (iv) has and exercises the
28 right to conduct audits of 7-Eleven Stores, including of the products 7-Eleven Stores

1 offer. Despite exercising its right and ability to control by supervising the 7-Eleven
2 Stores' operations, including the sale of 7-Eleven Counterfeit Products, 7-Eleven
3 failed to exercise this control to prevent and stop this infringement.

4 205. 7-Eleven has received direct financial benefit from the acts of
5 infringement through its share of the revenue and profits gained from the 7-Eleven
6 Stores' sales of 7-Eleven Counterfeit Products, and additional competitive advantages
7 gained by leveraging the popularity of the LABUBU Products to draw consumers to
8 its stores to make additional purchases.

9 206. 7-Eleven has engaged in acts of infringement, with knowledge of POP
10 MART Singapore and POP MART Beijing's exclusive rights in and to the POP
11 MART Registered Marks, and 7-Eleven continues in such acts of intentional
12 infringement, thus entitling POP MART Singapore and POP MART Beijing to an
13 award of treble damages, disgorgement of 7-Eleven's profits, and attorneys' fees and
14 costs in bringing and maintaining this action, pursuant to 15 U.S.C. § 1117.

15 207. Unless Defendants are enjoined by this Court from so doing, POP
16 MART Singapore and POP MART Beijing will continue to suffer irreparable harm
17 and injury to their goodwill and reputation in the marketplace that money cannot
18 compensate.

19 **SEVENTH CAUSE OF ACTION**

20 **(Trademark Infringement and False Designation of Origin– 15 U.S.C. § 1125)**

21 **(By All Plaintiffs Against All Defendants)**

22 208. POP MART repeats and realleges each and every allegation contained in
23 the preceding paragraphs as if set forth herein in full.

24 209. POP MART owns common law trademark rights in the POP MART
25 Marks, and all such rights owned by POP MART are superior to any rights that the
26 Defendants may claim to have in the Counterfeit Marks.

27 210. Defendants' unauthorized use of the Counterfeit Marks in interstate
28 commerce in connection with the 7-Eleven Counterfeit Products constitutes a false

1 designation of origin, false and misleading representations of fact, which have caused,
2 and are likely to cause, confusion, mistake, and deception in violation of 15 U.S.C. §
3 1125(a).

4 211. Defendants’ promotion, distribution, sale and offering for sale of the 7-
5 Eleven Counterfeit Products bearing the POP MART Marks is intended to cause, has
6 caused, and is likely to cause confusion, mistake, or deceit as to the affiliation,
7 connection, or association of Defendants and the 7-Eleven Counterfeit Products with
8 POP MART, or as to the origin, sponsorship, approval of Defendants’ goods, services,
9 or commercial activities by POP MART.

10 212. Confusion is even more likely due to the fact that the Counterfeit Marks
11 prominently incorporate the key components of the POP MART Marks, including: (i)
12 a square containing the stylized terms “POP MART” with “POP” appearing above
13 “MART”; (ii) the stylized wording “POP MART” with a shaded rectangle; (iii) the
14 characters “POP MART” without any particular font style, size, or color; (iv) the
15 wording “THE MONSTERS” underneath a stylized silhouette of an elf lying down
16 on the word “MONSTERS”; (v) the characters “LABUBU” without any particular
17 font style, size, or color; (vi) the stylized words “EXCITING MACARON” with the
18 text “EXCITING” above “MACARON”; (vii) the characters “EXCITING
19 MACARON” without any particular font style, size, or color; (viii) the stylized words
20 “BIG INTO ENERGY” with the text “BIG INTO” above “ENERGY”; (ix) the
21 characters “BIG INTO ENERGY” without any particular font style, size, or color; (x)
22 the stylized words “HAVE A SEAT” with the text “A” between and slightly below
23 “HAVE” and “SEAT”; (xi) the characters “HAVE A SEAT” without any particular
24 font style, size, or color; (xii) the stylized words “LAZY YOGA” with the text
25 “LAZY” above “YOGA”; (xiii) the characters “LAZY YOGA” without any particular
26 font style, size, or color; and (xiv) the characters “ZIMOMO” without any particular
27 font style, size, or color.

28

1 213. Defendants’ acts of trademark infringement are continuing to be
2 committed willfully, knowingly, intentionally, and in bad faith.

3 214. Defendants’ acts of trademark infringement will continue to cause POP
4 MART irreparable damage, loss, and injury for which POP MART has no adequate
5 remedy at law. The damage to POP MART includes harm to its goodwill and business
6 reputation in the marketplace that money cannot compensate.

7 **EIGHTH CAUSE OF ACTION**

8 **(Contributory Trademark Infringement and False Designation of Origin– 15**

9 **U.S.C. § 1125)**

10 **(By All Plaintiffs Against 7-Eleven)**

11 215. POP MART repeats and realleges each and every allegation contained in
12 the preceding paragraphs as if set forth herein in full.

13 216. POP MART owns common law trademark rights in the POP MART
14 Marks and all such rights owned by POP MART are superior to any rights that the 7-
15 Eleven may claim to have in the Counterfeit Marks.

16 217. As described above, the 7-Eleven Stores’ unauthorized use of the
17 Counterfeit Marks in interstate commerce in connection with the 7-Eleven Counterfeit
18 Products constitutes a false designation of origin, false and misleading representations
19 of fact, which have caused, and are likely to cause, confusion, mistake, and deception
20 in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

21 218. 7-Eleven is contributorily liable for these direct infringements by its
22 franchise as described herein. 7-Eleven has actual knowledge or reason to know of
23 the infringement, including because 7-Eleven (i) has or has access to receipts
24 reflecting the 7-Eleven Counterfeit Products being sold at its stores; (ii) has inventory
25 management systems and technology that identify and analyze merchandise being
26 sold at 7-Eleven stores; (iii) maintains control and/or approval over which categories
27 of products, and specific products, 7-Eleven Stores offer; and (iv) has and exercises
28 the right to conduct audits of 7-Eleven Stores, including of the products 7-Eleven

1 Stores offer. 7-Eleven’s knowledge of 7-Eleven Counterfeit Products being sold in
2 its stores is confirmed, *inter alia*, by its reply on the official 7-Eleven X account, to a
3 report of such a product (including a photograph of it), to which it replied “We’re
4 sorry to hear this!” and requesting further details. 7-Eleven has knowledge of and
5 control over the merchandise sold in each 7-Eleven store, including 7-Eleven Stores.

6 219. Nevertheless, 7-Eleven facilitates, encourages, and materially
7 contributes to such infringement, including by supplying 7-Eleven Counterfeit
8 Products to its stores and/or allowing its stores to obtain them, and by continuing to
9 permit its stores to sell the 7-Eleven Counterfeit Products. At all relevant times, 7-
10 Eleven has derived a direct financial benefit from the sale of the 7-Eleven Counterfeit
11 Products. 7-Eleven has the means to take simple steps not to materially contribute to
12 the specific infringing activity but fails to do so. Instead, 7-Eleven continues to permit
13 its stores, including its franchisees, to sell the 7-Eleven Counterfeit Products, and
14 actively facilitates the ongoing infringement.

15 220. 7-Eleven’s acts of trademark infringement are continuing to be
16 committed willfully, knowingly, intentionally, and in bad faith.

17 221. 7-Eleven’s acts of trademark infringement will continue to cause POP
18 MART irreparable damage, loss, and injury for which POP MART has no adequate
19 remedy at law.

20 222. The damage to POP MART includes harm to its goodwill and business
21 reputation in the marketplace that money cannot compensate.

22 **NINTH CAUSE OF ACTION**

23 **(Vicarious Trademark Infringement and False Designation of Origin– 15**

24 **U.S.C. § 1125)**

25 **(By All Plaintiffs Against 7-Eleven)**

26 223. POP MART repeats and realleges each and every allegation contained in
27 the preceding paragraphs as if set forth herein in full.

28

1 224. POP MART owns common law trademark rights in the POP MART
2 Marks and all such rights owned by POP MART are superior to any rights that 7-
3 Eleven may claim to have in the Counterfeit Marks.

4 225. As described above, the 7-Eleven Stores' unauthorized use of the
5 Counterfeit Marks in interstate commerce in connection with the 7-Eleven Counterfeit
6 Products constitutes a false designation of origin, and false and misleading
7 representations of fact, which have caused, and are likely to cause, confusion, mistake,
8 and deception in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

9 226. 7-Eleven is vicariously liable for these direct infringements by its 7-
10 Eleven Stores as described herein. 7-Eleven exerts significant control over the
11 selection, distribution, placement, and sale of the 7-Eleven Counterfeit Products by
12 the 7-Eleven Stores, and 7-Eleven and the 7-Eleven Stores have an apparent or actual
13 partnership, have authority to bind one another in transactions with third parties,
14 and/or exercise joint ownership or control over the Infringing Product. Specifically,
15 7-Eleven (i) has or has access to records reflecting the 7-Eleven Counterfeit Products
16 being sold at its stores; (ii) has inventory management systems and technology that
17 identify and analyze merchandise being sold at 7-Eleven stores; (iii) maintains control
18 and/or approval over which categories of products, and specific products, 7-Eleven
19 Stores offer; and (iv) has and exercises the right to conduct audits of 7-Eleven Stores,
20 including of the products 7-Eleven Stores offer. Despite exercising its right and
21 ability to control by supervising the 7-Eleven Stores' operations, including the sale of
22 7-Eleven Counterfeit Products, 7-Eleven failed to exercise this control to prevent and
23 stop this infringement.

24 227. 7-Eleven has received direct financial benefit from the acts of
25 infringement through its share of the revenue and profits gained from the 7-Eleven
26 Stores' infringing sales, and additional competitive advantages gained by leveraging
27 the popularity of the LABUBU Products to draw consumers to its stores to make
28 additional purchases.

1 228. 7-Eleven’s acts of trademark infringement are continuing to be
2 committed willfully, knowingly, intentionally, and in bad faith.

3 229. 7-Eleven’s acts of trademark infringement will continue to cause POP
4 MART irreparable damage, loss, and injury for which POP MART has no adequate
5 remedy at law.

6 230. The damage to POP MART includes harm to its goodwill and business
7 reputation in the marketplace that money cannot compensate.

8 **TENTH CAUSE OF ACTION**

9 **(Federal Trade Dress Infringement – 15 U.S.C. § 1125)**

10 **(By All Plaintiffs Against All Defendants)**

11 231. POP MART repeats and realleges each and every allegation contained in
12 the preceding paragraphs as if set forth herein in full.

13 232. POP MART owns and has a protectable interest in the LABUBU Trade
14 Dress.

15 233. As owner of all rights, title, and interest in and to the LABUBU Trade
16 Dress, POP MART has standing to maintain an action for trade dress infringement
17 under the Lanham Act, including 15 U.S.C. § 1125.

18 234. The LABUBU Trade Dress is nonfunctional and highly distinctive and
19 has become associated in the public mind with vinyl plush toy products of the highest
20 quality and reputation, finding their origin in a single source—POP MART.

21 235. The LABUBU Trade Dress has acquired secondary meaning based upon,
22 at least in part, the amount and manner of POP MART’s advertising of products
23 embodying the LABUBU Trade Dress, the volume of sales, as well as the length and
24 manner of use of the products.

25 236. The LABUBU Trade Dress is nonfunctional because (i) its distinctive
26 aesthetic features yield no utilitarian advantage; (ii) there are innumerable alternative
27 stylistic vinyl plush toy features available to competitors; (iii) even if there were some
28 utilitarian advantages of the design; (iv) POP MART’s advertising does not tout or

1 market those advantages; and (v) the LABUBU Trade Dress is not the result of
2 comparatively simple or inexpensive methods of manufacture. Furthermore,
3 protection of the specific combination of the aesthetic features of the LABUBU Trade
4 Dress would not impose a non-reputation-related competitive disadvantage against
5 competitors, as there are innumerable alternative design elements and combinations
6 of those elements for competitors to utilize. The combination of the LABUBU Trade
7 Dress features does not serve an aesthetic function wholly independent of any source
8 identifying function; rather, the highly distinctive LABUBU Trade Dress is intended
9 to, and does, distinguish POP MART's products from those of competitors.

10 237. Without POP MART's authorization or consent, and having knowledge
11 of POP MART's prior rights in the LABUBU Trade Dress, Defendants have
12 advertised, offered for sale and/or will continue to advertise, offer for sale, and sell
13 replicas of the LABUBU Trade Dress to the consuming public in direct competition
14 with POP MART, in or affecting interstate commerce.

15 238. Virtually all Defendants' 7-Eleven Counterfeit Products are each, alone
16 and together, confusingly similar to the LABUBU Trade Dress. Defendants' use of
17 the LABUBU Trade Dress has caused, and unless enjoined by this Court, will
18 continue to cause a likelihood of confusion and deception of members of the public
19 and, additionally, irreparable injury to the goodwill and reputation associated with the
20 LABUBU Trade Dress.

21 239. Defendants' use of the LABUBU Trade Dress thus constitutes trade
22 dress infringement in violation of 15 U.S.C. § 1125(a).

23 240. As a direct and proximate result of Defendants' unlawful conduct, it has
24 misappropriated POP MART's rights in the LABUBU Trade Dress, as well as the
25 goodwill associated therewith, and has diverted sales and profits from POP MART to
26 Defendants. Thus, as a direct and proximate result of Defendants' acts of willful
27 infringement, POP MART has suffered and/or will suffer irreparable damage to its
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1 valuable brand and reputation, and other damages in an amount to be proven at trial,
2 including Defendants' profits and POP MART's lost profits.

3 241. Defendants' actions described above will cause, have caused, and will
4 continue to cause irreparable damage to POP MART unless Defendants are enjoined
5 by this Court. POP MART has no adequate remedy at law with regard to Defendants'
6 infringing conduct. Accordingly, POP MART is entitled to a permanent injunction,
7 pursuant to 15 U.S.C. § 1116, restraining and enjoining Defendants and their agents,
8 servants, and employees, and all persons acting thereunder, in concert with, or on their
9 behalf, from using POP MART's LABUBU Trade Dress, or any colorable imitation
10 or variation thereof, in connection with the sale and/or marketing of any products.

11 242. Defendants' aforesaid acts are exceptional within the meaning of 15
12 U.S.C. § 1117.

13 **ELEVENTH CAUSE OF ACTION**

14 **(Contributory Federal Trade Dress Infringement – 15 U.S.C. § 1125)**

15 **(By All Plaintiffs Against 7-Eleven)**

16 243. POP MART repeats and realleges each and every allegation contained in
17 the preceding paragraphs as if set forth herein in full.

18 244. As described above, the 7-Eleven Stores' use of the LABUBU Trade
19 Dress constitutes trade dress infringement in violation of 15 U.S.C. § 1125(a).

20 245. 7-Eleven is contributorily liable for these direct infringements by its 7-
21 Eleven Stores as described herein. 7-Eleven has actual knowledge or reason to know
22 of the infringement, including because 7-Eleven (i) has or has access to receipts
23 reflecting the 7-Eleven Counterfeit Products being sold at its stores; (ii) has inventory
24 management systems and technology that identify and analyze merchandise being
25 sold at 7-Eleven stores; (iii) maintains control and/or approval over which categories
26 of products, and specific products, 7-Eleven Stores offer; and (iv) has and exercises
27 the right to conduct audits of 7-Eleven Stores, including of the products 7-Eleven
28 Stores offer. 7-Eleven's knowledge of 7-Eleven Counterfeit Products being sold in

1 its stores is confirmed, *inter alia*, by its reply on the official 7-Eleven X account, to a
2 report of such a product (including a photograph of it), to which it replied “We’re
3 sorry to hear this!” and requesting further details. 7-Eleven has knowledge of and
4 control over the merchandise sold in each 7-Eleven store, including 7-Eleven Stores.

5 246. Nevertheless, 7-Eleven failed to take reasonable measures to prevent the
6 infringement, and in fact facilitates and encourages such infringement, including by
7 supplying 7-Eleven Counterfeit Products to its stores and/or allowing its stores to
8 obtain them, and by continuing to permit its stores to sell the 7-Eleven Counterfeit
9 Products. 7-Eleven has the means to take simple steps to prevent the specific
10 infringing activity but fails to do so. Instead, 7-Eleven continues to permit its stores,
11 including its franchisees, to sell the 7-Eleven Counterfeit Products, and actively
12 facilitates the ongoing infringement.

13 247. 7-Eleven’s actions described above will cause, have caused, and will
14 continue to cause irreparable damage to POP MART, unless 7-Eleven is enjoined by
15 this Court. The damage to POP MART includes harm to its goodwill and business
16 reputation in the marketplace that money cannot compensate. POP MART has no
17 adequate remedy at law with regard to 7-Eleven’s infringing conduct. Accordingly,
18 POP MART is entitled to a permanent injunction, pursuant to 15 U.S.C. § 1116,
19 restraining and enjoining 7-Eleven and its agents, servants, and employees, and all
20 persons acting thereunder, in concert with, or on their behalf, from using POP
21 MART’s LABUBU Trade Dress, or any colorable imitation or variation thereof, in
22 connection with the sale and/or marketing of any products. 7-Eleven’s aforesaid acts
23 are exceptional within the meaning of 15 U.S.C. § 1117.

24 **TWELFTH CAUSE OF ACTION**

25 **(Vicarious Federal Trade Dress Infringement – 15 U.S.C. § 1125)**

26 **(By All Plaintiffs Against 7-Eleven)**

27 248. POP MART repeats and realleges each and every allegation contained in
28 the preceding paragraphs as if set forth herein in full.

1 249. As described above, the 7-Eleven Stores' use of the LABUBU Trade
2 Dress constitutes trade dress infringement in violation of 15 U.S.C. § 1125(a).

3 250. 7-Eleven is vicariously liable for these direct infringements by its 7-
4 Eleven Stores as described herein. 7-Eleven exerts significant control over the
5 selection, distribution, placement, and sale of the 7-Eleven Counterfeit Products by
6 the 7-Eleven Stores, and 7-Eleven and the 7-Eleven Stores have an apparent or actual
7 partnership, have authority to bind one another in transactions with third parties,
8 and/or exercise joint ownership or control over the Infringing Product. Specifically,
9 7-Eleven (i) has or has access to records reflecting the 7-Eleven Counterfeit Products
10 being sold at its stores; (ii) has inventory management systems and technology that
11 identify and analyze merchandise being sold at 7-Eleven stores; (iii) maintains control
12 and/or approval over which categories of products, and specific products, 7-Eleven
13 Stores offer; and (iv) has and exercises the right to conduct audits of 7-Eleven Stores,
14 including of the products 7-Eleven Stores offer. Despite exercising its right and
15 ability to control by supervising the 7-Eleven Stores' operations, including the sale of
16 7-Eleven Counterfeit Products, 7-Eleven failed to exercise this control to prevent and
17 stop this infringement.

18 251. 7-Eleven has received direct financial benefit from the acts of
19 infringement through its share of the revenue and profits gained from the 7-Eleven
20 Stores' infringing sales, and additional competitive advantages gained by leveraging
21 the popularity of the LABUBU Products to draw consumers to its stores to make
22 additional purchases.

23 252. 7-Eleven's actions described above will cause, have caused, and will
24 continue to cause irreparable damage to POP MART, unless 7-Eleven is enjoined by
25 this Court. The damage to POP MART includes harm to its goodwill and business
26 reputation in the marketplace that money cannot compensate. POP MART has no
27 adequate remedy at law with regard to 7-Eleven's infringing conduct. Accordingly,
28 POP MART is entitled to a permanent injunction, pursuant to 15 U.S.C. § 1116,

1 restraining and enjoining 7-Eleven and its agents, servants, and employees, and all
2 persons acting thereunder, in concert with, or on their behalf, from using POP
3 MART's LABUBU Trade Dress, or any colorable imitation or variation thereof, in
4 connection with the sale and/or marketing of any products.

5 253. 7-Eleven's aforesaid acts are exceptional within the meaning of 15
6 U.S.C. § 1117.

7 **THIRTEENTH CAUSE OF ACTION**

8 **(Federal Unfair Competition– 15 U.S.C. § 1125(a))**

9 **(By All Plaintiffs Against All Defendants)**

10 254. POP MART repeats and realleges each and every allegation contained in
11 the preceding paragraphs as if set forth herein in full.

12 255. Defendants' use of the Counterfeit Marks and Counterfeit Trade Dress
13 has caused and is likely to cause confusion, deception, and mistake by creating the
14 false and misleading impression that Defendants' 7-Eleven Counterfeit Products are
15 manufactured or distributed by POP MART, or affiliated, connected, or associated
16 with POP MART, or have the sponsorship, endorsement, or approval of POP MART.

17 256. Defendants have made false representations, false descriptions, and false
18 designations of origin of its goods in violation of 15 U.S.C. § 1125(a), and
19 Defendants' activities have caused and, unless enjoined by this Court, will continue
20 to cause a likelihood of confusion and deception of members of the trade and public
21 and, additionally, injury to POP MART's goodwill and reputation, for which POP
22 MART has no adequate remedy at law.

23 257. Defendants' actions demonstrate an intentional, willful, and malicious
24 intent to trade on the goodwill associated with the POP MART Marks and the
25 LABUBU Trade Dress, to the great and irreparable injury of POP MART.

26 258. Defendants have caused and will continue to cause irreparable injury to
27 POP MART's goodwill and business reputation, and POP MART therefore is entitled
28 to injunctive relief and to Defendants' profits, actual damages, enhanced profits, and

1 damages, costs, and reasonable attorneys' fees pursuant to 15 U.S.C. §§ 1125(a),
2 1116, and 1117.

3 **FOURTEENTH CAUSE OF ACTION**

4 **(State Statutory and Common Law Unfair Competition)**

5 **(By All Plaintiffs Against All Defendants)**

6 259. POP MART repeats and realleges each and every allegation contained in
7 the preceding paragraphs as if set forth herein in full.

8 260. By reason of the foregoing, defendants have been, and are, engaged in
9 "unlawful, unfair or fraudulent business practices" in violation of §§ 17200 et seq. of
10 the California Business and Professional Code and acts of unfair competition in
11 violation of common law of California and other States.

12 261. Defendants' acts complained of herein have caused and will continue to
13 cause irreparable injury to POP MART. POP MART has no adequate remedy at law
14 for these wrongs and injuries. The damage to POP MART includes harm to its
15 goodwill and business reputation in the marketplace that money cannot compensate.
16 POP MART is therefore entitled to, without limitation, (i) preliminary and permanent
17 injunctions restraining Defendants and their agents, servants and employees, and all
18 persons acting thereunder, in concert with or on their behalf, from using POP MART
19 Marks and the LABUBU Trade Dress, or any colorable imitation or variation thereof;
20 (ii) an accounting of Defendants' profits for all goods sold through the use of POP
21 MART Marks and the LABUBU Trade Dress; (iii) the imposition of a constructive
22 trust in favor of POP MART on all profits obtained from Defendants'
23 misappropriation of POP MART Marks and the LABUBU Trade Dress; and (iv) POP
24 MART's actual damages.

25 262. Further, because Defendants' acts have been wanton, deliberate,
26 malicious and willful, under California Civil Code § 3294, POP MART is entitled to
27 an award of punitive damages in order to punish Defendants and to deter such
28 misconduct in the future.

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FIFTEENTH CAUSE OF ACTION

(Federal Copyright Infringement – 17 U.S.C. §§ 101 *et seq*)

(By POP MART Beijing Against All Defendants)

263. POP MART repeats and realleges each and every allegation contained in the preceding paragraphs as if set forth herein in full.

264. At all relevant times, POP MART Beijing has been the exclusive holder of the copyrights to the POP MART Copyrighted Works.

265. Without permission or consent of POP MART Beijing, Defendants displayed, advertised, and sold and continue to display, advertise and sell 7-Eleven Counterfeit Products.

266. Defendants’ unlawful conduct constitutes infringement of POP MART Beijing’s exclusive rights protected under the Copyright Act of 1976 (17 U.S.C. §§ 101 *et seq.*).

267. Defendants’ acts of infringement have been willful, intentional, and in disregard of and with indifference to the rights of POP MART Beijing.

268. As a direct and proximate result of Defendants’ infringement, POP MART Beijing is entitled to damages and Defendants’ profits pursuant to 17 U.S.C. § 504(b) for each infringement.

269. Defendants’ conduct is causing and, unless enjoined and restrained by this Court, will continue to cause POP MART Beijing substantial and irreparable harm to its business that cannot be fully compensated or measured monetarily.

270. The damage to POP MART Beijing includes harm to its goodwill and business reputation in the marketplace that money cannot compensate.

SIXTEENTH CAUSE OF ACTION

(Contributory Federal Copyright Infringement – 17 U.S.C. §§ 101 *et seq*)

(By POP MART Beijing Against 7-Eleven)

271. POP MART repeats and realleges each and every allegation contained in the preceding paragraphs as if set forth herein in full.

1 272. At all relevant times, POP MART Beijing has been the exclusive holder
2 of the copyrights to the POP MART Copyrighted Works.

3 273. Without permission or consent of POP MART Beijing, the 7-Eleven
4 Stores displayed, advertised, and sold and continue to display, advertise, and sell 7-
5 Eleven Counterfeit Products.

6 274. As described above, the 7-Eleven Stores' unlawful conduct constitutes
7 infringement of POP MART's exclusive rights protected under the Copyright Act of
8 1976 (17 U.S.C. §§ 101 *et seq.*).

9 275. 7-Eleven had knowledge of the infringement, and materially contributed
10 to the infringement, including, on information and belief, by approving the sale of
11 and/or supplying the 7-Eleven Counterfeit Products. 7-Eleven's knowledge and
12 material contribution are evidenced by the fact that 7-Eleven exerts significant control
13 over the selection, distribution, placement, and sale of the 7-Eleven Counterfeit
14 Products by the 7-Eleven Stores, and 7-Eleven and the 7-Eleven Stores have an
15 apparent or actual partnership, have authority to bind one another in transactions with
16 third parties, and/or exercise joint ownership or control over the Infringing
17 Product. Specifically, 7-Eleven (i) has or has access to records reflecting the 7-Eleven
18 Counterfeit Products being sold at its stores; (ii) has inventory management systems
19 and technology that identify and analyze merchandise being sold at 7-Eleven stores;
20 (iii) maintains control and/or approval over which categories of products, and specific
21 products, 7-Eleven Stores offer; and (iv) has and exercises the right to conduct audits
22 of 7-Eleven Stores, including of the products 7-Eleven Stores offer.

23 276. 7-Eleven's acts of infringement have been willful, intentional, and in
24 disregard of and with indifference to the rights of POP MART Beijing.

25 277. As a direct and proximate result of 7-Eleven's infringement of POP
26 MART Beijing's copyrights, POP MART Beijing is entitled to damages and 7-
27 Eleven's profits pursuant to 17 U.S.C. § 504(b) for each infringement.

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1 278. 7-Eleven’s conduct is causing and, unless enjoined and restrained by this
2 Court, will continue to cause POP MART Beijing substantial and irreparable harm to
3 its business that cannot be fully compensated or measured monetarily. The damage
4 to POP MART Beijing includes harm to its goodwill and business reputation in the
5 marketplace that money cannot compensate.

6 279. As a direct and proximate result of 7-Eleven’s infringing actions, POP
7 MART Beijing has suffered damage to its business and will continue to suffer damage
8 to its business.

9 **SEVENTEENTH CAUSE OF ACTION**

10 **(Vicarious Federal Copyright Infringement – 17 U.S.C. §§ 101 *et seq*)**

11 **(By POP MART Beijing Against 7-Eleven)**

12 280. POP MART repeats and realleges each and every allegation contained in
13 the preceding paragraphs as if set forth herein in full.

14 281. At all relevant times, POP MART Beijing has been the exclusive holder
15 of the copyrights to the POP MART Copyrighted Works.

16 282. Without permission or consent of POP MART Beijing, the 7-Eleven
17 Stores displayed, advertised, and sold and continue to display, advertise, and sell 7-
18 Eleven Counterfeit Products.

19 283. The 7-Eleven Stores’ unlawful conduct constitutes infringement of POP
20 MART Beijing’s exclusive rights protected under the Copyright Act of 1976 (17
21 U.S.C. §§ 101 *et seq.*).

22 284. 7-Eleven’s acts of infringement have been willful, intentional, and in
23 disregard of and with indifference to the rights of POP MART Beijing.

24 285. 7-Eleven had the right and ability to control the infringement (by virtue
25 of its rights of control and audit over the 7-Eleven Stores), and received a direct
26 financial benefit from the infringement (by virtue of increased revenue as a result of
27 the sales of 7-Eleven Counterfeit Products). Specifically, 7-Eleven exerts significant
28 control over the selection, distribution, placement, and sale of the 7-Eleven

1 (i) Manufacturing, distributing, advertising, offering to sell or selling
2 the 7-Eleven Counterfeit Products;

3 (ii) Manufacturing, distributing, advertising, offering to sell or selling
4 any good with any colorable imitation(s) of the POP MART Marks, the LABUBU
5 Trade Dress, or the POP MART Copyrighted Works;

6 (iii) Infringing or contributing to infringement of the POP MART
7 Marks, the LABUBU Trade Dress, or the POP MART Copyrighted Works, or
8 otherwise engaging in unfair competition with POP MART in any manner, or
9 engaging in any conduct tending to falsely represent or likely to confuse, mislead, or
10 deceive suppliers, purchasers, or any member of the public into thinking that
11 Defendants or any of their products are affiliated with POP MART or that POP
12 MART has otherwise sponsored, approved, or licensed any products or services of
13 Defendants;

14 (iv) Assisting, aiding, or abetting any other person or business entity
15 in engaging or performing any of the activities referred to in subparagraphs (i) through
16 (iii) above, or effecting any assignments or transfers, forming new entities or
17 associations, or utilizing any other device for the purpose of circumventing or
18 otherwise avoiding the prohibitions set forth in subparagraphs (i) through (ii) above.

19 b. That Defendants be directed to file with the Court and serve on POP
20 MART, within thirty (30) days after entry of a final injunction, a report in writing
21 under oath setting forth in detail the manner and form in which Defendants have
22 complied with the injunction;

23 c. That the Court affirms and declares that POP MART has superior rights
24 to exclusive use of the POP MART Marks, the POP MART Copyrighted Works, and
25 the LABUBU Trade Dress;

26 d. That the Court direct any third parties providing services to Defendants
27 in connection with any infringing and/or enjoined conduct, including social media
28 platforms, online marketplaces, online payment providers, including credit card

1 companies and other service providers to cease providing services to Defendants in
2 connection with the offer for sale and sale of the 7-Eleven Counterfeit Products or
3 any other products using, infringing, or embodying the POP MART Marks, the
4 LABUBU Trade Dress, or the POP MART Copyrighted Works;

5 e. That Defendants be required to pay POP MART such damages as it has
6 sustained as a consequence of Defendants' infringement of the LABUBU Trade Dress
7 and the POP MART Copyrighted Works.

8 f. That Defendants be required to pay POP MART such damages as it has
9 sustained as a consequence of Defendants' infringement of the POP MART Marks
10 and trebling of those damages;

11 g. Adjudge that the Defendants, by their unauthorized use of the
12 Counterfeit Marks and Counterfeit Trade Dress for vinyl plush toys, and other acts as
13 they may have undertaken relating to the POP MART Marks, the LABUBU Trade
14 Dress, and/or POP MART Copyrighted Works, are in violation of 15 U.S.C. § 1114,
15 15 U.S.C. § 1125(a), and 17 U.S.C. § 501(a), and under common law, and that they
16 have done so willfully;

17 h. Direct Defendants to provide an identification in writing of any and all
18 7-Eleven locations that are presently using the POP MART Marks, the LABUBU
19 Trade Dress, or the POP MART Copyrighted Works and inform them that they must
20 immediately cease such use;

21 i. Direct Defendants to immediately recall any and all merchandise
22 previously provided to any entity embodying or using the POP MART Marks, the
23 LABUBU Trade Dress, or the POP MART Copyrighted Works;

24 j. Enter an order, pursuant to 15 U.S.C. § 1118, directing Defendants to
25 deliver to POP MART all products, brochures, marketing materials, decals, stickers,
26 signs, prints, packages, receptacles, wrappers, boxes, and advertisements in their
27 possession or under their control, embodying any unauthorized copy of the LABUBU
28 Trade Dress or any of the POP MART Copyrighted Works or the POP MART Marks,

1 or any simulation, reproduction, counterfeit, copy, confusingly similar likeness, or
2 colorable imitation therefor, and all plates, molds, matrices, programs, and other
3 means of making the same;

4 k. That Defendants provide in writing the following information relating to
5 each type of Defendants' goods marketed, advertised, offered for sale, or sold in
6 violation of one or more of the POP MART Marks, the LABUBU Trade Dress, and/or
7 the POP MART Copyrighted Works:

8 (i) the name, address, and telephone number of each and every 7-
9 Eleven location where any such product is or has been available;

10 (ii) the total number of units distributed and sold;

11 (iii) the total number of units remaining in inventory; and

12 (iv) a full accounting as to the precise dollar amount of such products
13 made available or provided and the profits recognized by Defendants in connection
14 with such actions;

15 l. Direct Defendants to pay the costs of corrective advertising;

16 m. Direct Defendants to pay POP MART's attorneys' fees and costs
17 incurred in initiating and prosecuting this action;

18 n. That POP MART recover its actual damages, POP MART's lost profits,
19 and Defendants' profits arising from Defendants' conduct complained of herein,
20 including any profits that are attributable to the infringement and are not taken into
21 account in computing the actual damages;

22 o. That the Court award enhanced and treble damages;

23 p. That the Court award exemplary or punitive damages;

24 q. That POP MART be awarded interest, including pre-judgment interest,
25 on the foregoing sums;

26 r. That the Court direct such other actions as it may deem just and proper
27 to prevent the public from deriving the mistaken impression that products or services
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1 offered, advertised, or promoted by or on behalf of Defendants are authorized by POP
2 MART or related in any way to POP MART’s products or services; and

3 s. For such other and further relief as the Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs respectfully request a jury trial on all issues triable thereby.

6
7 DATED: July 18, 2025

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

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