

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; AMAZON.COM SERVICES LLC, a Delaware limited liability company; and WORLD WRESTLING ENTERTAINMENT INC., a Delaware corporation,

Plaintiffs,

v.

An individual or entity doing business as LONSPIRESPTS; and DOES 1-10,

Defendants.

No.

**COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF**

**I. INTRODUCTION**

1. This case involves the Defendants’ unlawful and expressly prohibited sale of counterfeit and/or infringing World Wrestling Entertainment, Inc. (“WWE”) brand replica championship title belts in the Amazon.com store (the “Amazon Store”). Amazon.com, Inc. and Amazon.com Services LLC (collectively, “Amazon”) and WWE (collectively with Amazon, “Plaintiffs”) jointly bring this lawsuit to permanently prevent and enjoin Defendants from causing future harm to Amazon’s and WWE’s customers, reputations, and intellectual property (“IP”), and to hold Defendants accountable for their illegal actions.

2. Amazon owns and operates the Amazon Store and equivalent counterpart international stores and websites. Amazon’s stores offer products and services to customers in

1 more than 100 countries around the globe. Some of the products are sold directly by Amazon,  
2 while others are sold by Amazon's numerous third-party selling partners. The Amazon brand is  
3 one of the most well-recognized, valuable, and trusted brands in the world. To protect its  
4 customers and safeguard its reputation for trustworthiness, Amazon invests heavily in both time  
5 and resources to prevent counterfeit and infringing goods from being sold in its stores. In 2021  
6 alone, Amazon invested over \$900 million and employed more than 12,000 people to protect its  
7 stores from fraud and abuse. Amazon stopped over 2.5 million suspected bad-actor selling  
8 accounts before they published a single listing for sale.

9 3. WWE is an integrated media organization and recognized leader in global  
10 entertainment. WWE consists of a portfolio of businesses that create and deliver original content  
11 52 weeks a year to a global audience and is committed to family-friendly entertainment on its  
12 television programming, premium live events, digital media, and publishing platforms.







13 4. WWE's TV-PG programming can be seen in more than one billion homes  
14 worldwide in 30 languages through world-class distribution partners including NBCUniversal,  
15 FOX Sports, BT Sport, Sony India, Disney+ Hotstar, and Rogers. The award-winning WWE  
16 Network includes all premium live events, scheduled programming, and a massive video-on-  
17 demand library, and is currently available in more than 180 countries. In the United States,  
18 NBCUniversal's streaming service, Peacock, is the exclusive home to WWE Network.

19 5. WWE also has a worldwide consumer products division. WWE's direct-to-  
20 consumer merchandise operation—which consists of a global network of WWE Shop e-  
21 commerce sites and venue merchandising business—designs, sources, markets, and distributes  
22 numerous WWE-branded products, such as apparel, accessories, toys, championship title belts,  
23 and many other items. In the fourth quarter of 2021, WWE's direct-to-consumer merchandise  
24 generated approximately \$14M in sales.


25 6. WWE's worldwide licensing program builds partnerships with companies around  
26 the globe to create products featuring WWE's marks and logos, copyrighted works and  
27 characters in diverse categories, including toys, video games, apparel, housewares, collectibles,

1 sporting goods, books, and more. WWE-licensed products, created by more than 100 licensees in  
 2 more than 100 countries worldwide, are available at all major retailers, including Amazon. WWE  
 3 is a nearly \$1 billion global brand at retail annually.

4 7. WWE owns, manages, enforces, licenses, and maintains IP, including various  
 5 trademarks. Relevant to this Complaint, WWE owns the following registered trademarks  
 6 (“WWE Trademarks”).



<u>Mark</u>	<u>Registration No. (International Classes)</u>
	2,757,597 (IC 25)
	2,765,751 (IC 28)
	2,799,228 (IC 18)
	4,727,923 (IC 18)
	4,675,657 (IC 28)
	3,042,792 (IC 25)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

	3,473,626 (IC 28)
---	-------------------

True and correct copies of the registration certificates for the WWE Trademarks are attached as **Exhibit A.**

8. WWE further owns the following registered trademarks relevant to this Complaint (“WWE Historic Trademarks”).

<u>Mark</u>	<u>Registration No. (International Classes)</u>
	1,348,618 (IC 41)
	1,574,169 (IC 16)

True and correct copies of the registration certificates for the WWE Historic Trademarks are attached as **Exhibit B.**

9. WWE currently owns copyright registrations for original creative works including, but not limited to, certain championship belt designs, and images, artwork, and packaging for its products. Each of those copyrights has been duly and properly registered with the United States Copyright Office. Relevant to this Complaint, WWE holds the following registered copyrights (“WWE Copyrights” or “Copyrights”).

<u>Copyright Title</u>	<u>Copyright Number</u>
WWE Smoking Skull World Heavyweight Championship	VA 1-888-133

1	WWE Network Logo (color)	VA 1-902-842
2	WWE Network Logo (black and white)	VA 1-946-951
3		
4	WWE Logo	VA 1-786-384
5		
6	Historic Scratch Logo	VA 2-258-636

7 True and correct copies of the copyright registrations for the WWE Copyrights are attached as  
 8 **Exhibit C**. The below photo reflects the WWE Smoking Skull World Heavyweight  
 9 Championship belt artistic work registered under Copyright Number VA 1-888-133, as depicted  
 10 in the deposit provided to the U.S. Copyright Office:



11  
 12  
 13  
 14  
 15  
 16  
 17  
 18 The below photo reflects the WWE Network Logo (color) artistic work registered under  
 19 Copyright Number VA 1-902-842, as depicted in the deposit provided to the U.S. Copyright  
 20 Office:



1 The below photo reflects the WWE Network Logo (black and white) artistic work registered  
2 under Copyright Number VA 1-946-951, as depicted in the deposit provided to the U.S.  
3 Copyright Office:



11 The below photo reflects the WWE Logo artistic work registered under Copyright Number VA  
12 1-786-384, as depicted in the deposit provided to the U.S. Copyright Office:



13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

1 The below photo reflects the Historic Scratch Logo artistic work registered under Copyright  
2 Number VA 2-258-636, as depicted in the deposit provided to the U.S. Copyright Office:



10 10. From November 2020 through June 2021, Defendants advertised, marketed,  
11 offered, and sold products in the Amazon Store that infringed the WWE Trademarks, the WWE  
12 Historic Trademarks, and/or the WWE Copyrights.

13 11. As a result of their illegal actions, Defendants have infringed and misused  
14 WWE's IP; breached their contract with Amazon; willfully deceived and harmed Amazon,  
15 WWE, and their customers; compromised the integrity of the Amazon Store; and undermined the  
16 trust that customers place in Amazon and WWE. Defendants' illegal actions have caused  
17 Amazon and WWE to expend significant resources to investigate and combat Defendants'  
18 wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to  
19 Amazon, WWE, and their customers.

20 **II. PARTIES**

21 12. Amazon.com, Inc. is a Delaware corporation with its principal place of business  
22 in Seattle, Washington. Amazon.com Services LLC is a Delaware company with its principal  
23 place of business in Seattle, Washington.

24 13. World Wrestling Entertainment, Inc. is a Delaware corporation with its principal  
25 place of business in Stamford, Connecticut.

26 14. Defendants are a collection of individuals, both known and unknown, who  
27 conspired and operated in concert with each other to engage in the scheme to infringe WWE's IP

1 as alleged in this Complaint. Defendants are subject to liability for their wrongful conduct both  
2 directly and under principles of secondary liability including, without limitation, *respondeat*  
3 *superior*, vicarious liability, and/or contributory infringement.

4 15. On information and belief, at least one Defendant is an individual or entity doing  
5 business as “LonspireSports” (referred to herein as the “LonspireSports Defendant” or  
6 “LonspireSports Selling Account”). On further information and belief, the individual or entity  
7 behind the LonspireSports Selling Account falsely represented their location as Feltham,  
8 England, and has registered additional false information with Amazon as part of a scheme to  
9 mislead Plaintiffs. Hence, the true identity of the LonspireSports Defendant is presently  
10 unknown. On further information and belief, the LonspireSports Defendant personally  
11 participated in and/or had the right and ability to supervise, direct, and control the wrongful  
12 conduct alleged in this Complaint, and derived a direct financial benefit from that wrongful  
13 conduct.

14 16. On information and belief, Defendants Does 1-10 (the “Doe Defendants”) are  
15 individuals and entities working in active concert with each other and the LonspireSports  
16 Defendant to knowingly and willfully manufacture, import, advertise, market, offer, and sell  
17 counterfeit and/or infringing WWE products. The identities of the Doe Defendants are presently  
18 unknown to Plaintiffs.

### 19 III. JURISDICTION AND VENUE

20 17. The Court has subject matter jurisdiction over WWE’s claims for trademark  
21 infringement and copyright infringement, and Amazon’s and WWE’s claims for false  
22 designation and false advertising, pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and  
23 1338(a). The Court has subject matter jurisdiction over Amazon’s breach of contract claim and  
24 Amazon’s and WWE’s claims for violation of the Washington Consumer Protection Act  
25 pursuant to 28 U.S.C. §§ 1332 and 1367.

26 18. The Court has personal jurisdiction over all Defendants because they transacted  
27 business and committed tortious acts within and directed to the State of Washington, and



1 Amazon’s and WWE’s claims arise from those activities. Defendants affirmatively undertook to  
2 do business with Amazon, a corporation with its principal place of business in Washington, and  
3 sold in the Amazon Store products that infringed the WWE Trademarks, the WWE Historic  
4 Trademarks, and/or the WWE Copyrights, and which otherwise infringed WWE’s IP.  
5 Defendants shipped infringing products to consumers in Washington. Each of the Defendants  
6 committed or facilitated the commission of tortious acts in Washington and has wrongfully  
7 caused Amazon and WWE substantial injury in Washington.

8 19. Further, Defendants have consented to the jurisdiction of this Court by agreeing to  
9 the Amazon Services Business Solutions Agreement (“BSA”), which provides that the  
10 “Governing Courts” for claims to enjoin infringement or misuse of IP rights and claims related to  
11 the sale of infringing products in the Amazon Store are the state or federal courts located in King  
12 County, Washington.

13 20. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a  
14 substantial part of the events giving rise to the claims occurred in the Western District of  
15 Washington. Venue is also proper in this Court because Defendants consented to it under the  
16 BSA.

17 21. Pursuant to Local Civil Rule 3(e), intra-district assignment to the Seattle Division  
18 is proper because the claims arose in this Division where (a) Amazon resides, (b) injuries giving  
19 rise to suit occurred, and (c) Defendants directed their unlawful conduct.

#### 20 IV. FACTS

##### 21 A. Amazon’s Efforts to Prevent the Sale of Infringing Goods

22 22. Amazon works hard to build and protect the reputation of its stores as a place  
23 where customers can conveniently select from a wide array of authentic goods and services at  
24 competitive prices. Amazon invests vast resources to ensure that when customers make  
25 purchases in Amazon’s stores—either directly from Amazon or from one of its millions of third-  
26 party sellers—customers receive authentic products made by the true manufacturer of those  
27 products.

1           23.     A small number of bad actors seek to take advantage of the trust customers place  
2 in Amazon by attempting to create Amazon selling accounts to advertise, market, offer, and sell  
3 counterfeit or otherwise infringing products. These bad actors seek to misuse and infringe the  
4 trademarks and other IP of the true manufacturers of those products to deceive Amazon and its  
5 customers. This unlawful and expressly prohibited conduct undermines the trust that customers,  
6 sellers, and manufacturers place in Amazon, and tarnishes Amazon's brand and reputation,  
7 thereby causing irreparable harm to Amazon.

8           24.     Amazon prohibits the sale of inauthentic and fraudulent products and is constantly  
9 innovating on behalf of customers and working with brands, manufacturers, rights owners, and  
10 others to improve the detection and prevention of counterfeit and infringing products from ever  
11 being offered to customers in Amazon's stores. Amazon employs dedicated teams of software  
12 engineers, research scientists, program managers, and investigators to prevent counterfeit and  
13 infringing products from being offered in Amazon's stores. Amazon's systems automatically and  
14 continuously scan thousands of data points to detect and remove counterfeit and infringing  
15 products from its stores and to terminate the selling accounts of bad actors before they can offer  
16 such products. When Amazon identifies issues based on this feedback, it takes action to address  
17 them. Amazon also uses this intelligence to improve its proactive prevention controls.

18           25.     In 2017, Amazon launched the Amazon Brand Registry, a free service to any  
19 rights owner with a government-registered trademark, regardless of the brand's relationship with  
20 Amazon. Brand Registry delivers automated brand protections that use machine learning to  
21 predict infringement and proactively protect brands' IP. Brand Registry also provides a powerful  
22 Report a Violation Tool that allows brands to search for and accurately report potentially  
23 infringing products using state-of-the-art image search technology. More than 700,000 brands,  
24 including WWE, are enrolled in Brand Registry, and those brands are finding and reporting 99%  
25 fewer suspected infringements since joining Brand Registry.

26           26.     In 2018, Amazon launched Transparency, a product serialization service that  
27 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can

1 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,  
2 law enforcement, and customers to determine the authenticity of any Transparency-enabled  
3 product, regardless of where the product was purchased. In 2021, over 23,000 brands were using  
4 Transparency, enabling the protection of more than 750 million product units.

5 27. In 2019, Amazon launched Project Zero, a program to empower brands to help  
6 Amazon drive counterfeits to zero. Amazon's Project Zero introduced a novel self-service  
7 counterfeit removal tool that enables brands to remove counterfeit and infringing listings directly  
8 from Amazon's stores. This enables brands to take down counterfeit and infringing product  
9 offerings on their own within minutes. In 2021, there were more than 20,000 brands enrolled in  
10 Project Zero, including WWE. For every listing removed by a brand, Amazon's automated  
11 protections removed more than 1,000 listings through scaled technology and machine learning,  
12 stopping those listings from appearing in Amazon's stores.

13 28. Amazon has robust seller verification processes, deploying industry-leading  
14 technology to analyze hundreds of unique data points and robust processes to verify information  
15 provided by potential sellers. In 2021, Amazon prevented over 2.5 million attempts to create new  
16 selling accounts, stopping bad actors before they published a single product for sale. Amazon is  
17 also constantly innovating on these tools and systems. For example, Amazon requires  
18 prospective sellers to have one-on-one conversations with one of its team members to verify the  
19 seller's identity and documentation, further enhanced through verification of the seller's physical  
20 location and payment instruments. Amazon also leverages machine learning models that use  
21 hundreds of data points about the prospective account to detect risk, including relations to  
22 previously-enforced bad actors. These measures have made it more difficult for bad actors to  
23 hide.

24 29. Once a seller begins selling in Amazon's stores, Amazon continues to monitor the  
25 selling account's activities for risks. If Amazon identifies a bad actor, it closes that actor's selling  
26 account, withholds funds disbursement, and investigates whether other accounts are involved in  
27 unlawful activities.

1 30. In addition to the measures discussed above, Amazon actively cooperates with  
2 rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in  
3 illegal activity. Lawsuits, like this one, are integral components of Amazon's efforts to combat  
4 counterfeit and infringing products.

5 **B. WWE and Its IP Protection Efforts**

6 31. WWE goes to great lengths to protect consumers from counterfeit and infringing  
7 products, and is committed to leading efforts to combat such products. WWE's robust and  
8 aggressive IP enforcement program utilizes both internal and external resources to combat  
9 counterfeit and infringing products abuse online as well as in physical points of sale. This  
10 includes trained internal staff who consistently monitor online retailer sites around the world for  
11 IP infringements and counterfeit sellers. WWE also works with a number of third-party brand  
12 protection service vendors on the detection and removal of product listings violating WWE's IP  
13 rights. In addition, for more than a decade WWE has worked with its own hologram partners  
14 who provide security authentication products and services for WWE-licensed products sold  
15 worldwide.

16 32. When WWE is alerted to a suspected counterfeit or otherwise infringing product,  
17 it promptly investigates the matter and takes appropriate action.

18 33. WWE is currently enrolled in Amazon Brand Registry and Project Zero. WWE  
19 used these tools to combat the infringing activity described in this Complaint.

20 **C. Defendants Created an Amazon Selling Account and Agreed Not to Sell**  
21 **Counterfeit or Infringing Goods**

22 34. Defendants controlled and operated the LonspireSports Selling Account as  
23 detailed in Section D below through which they sought to advertise, market, sell, and distribute  
24 counterfeit and/or infringing WWE products. In connection with this Selling Account,  
25 Defendants provided names, email addresses, and banking information for the account. On  
26 information and belief, Defendants took active steps to mislead Amazon and conceal their true  
27 location and identities by providing false information.

1 35. To become a third-party seller in the Amazon Store, sellers are required to agree  
2 to the BSA, which governs the applicant’s access to and use of Amazon’s services and states  
3 Amazon’s rules for selling in the Amazon Store. By entering into the BSA, each seller represents  
4 and warrants that it “will comply with all applicable Laws in [the] performance of its obligations  
5 and exercise of its rights” under the BSA. A true and correct copy of the applicable version of  
6 the BSA, namely, the version Defendants last agreed to when using Amazon’s services, is  
7 attached as **Exhibit D**.

8 36. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit  
9 goods as “deceptive, fraudulent, or illegal activity” in violation of Amazon’s policies, reserving  
10 the right to withhold payments and terminate the account of any seller who engages in such  
11 conduct. Ex. B, ¶¶ 2-3. The BSA requires the seller to defend, indemnify and hold Amazon  
12 harmless against any claims or losses arising from the seller’s “actual or alleged infringement of  
13 any Intellectual Property Rights.” *Id.* ¶ 6.1.

14 37. Additionally, the BSA incorporates, and sellers therefore agree to be bound by,  
15 Amazon’s Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit E**.  
16 The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit and infringing goods in  
17 the Amazon Store:

- 18 • The sale of counterfeit products is strictly prohibited.
- 19 • You may not sell any products that are not legal for sale, such as products that  
20 have been illegally replicated, reproduced, or manufactured[.]
- 21 • You must provide records about the authenticity of your products if Amazon  
22 requests that documentation[.]

22 Failure to abide by this policy may result in loss of selling privileges, funds being  
23 withheld, destruction of inventory in our fulfilment centers, and other legal  
consequences.

24 *Id.*

25 38. Amazon’s Anti-Counterfeiting Policy further describes Amazon’s commitment to  
26 preventing the sale and distribution of counterfeit and infringing goods in the Amazon Store  
27 together with the consequences of doing so:

- 1 • Sell Only Authentic and Legal Products. It is your responsibility to source,  
2 sell, and fulfill only authentic products that are legal for sale. Examples of  
3 prohibited products include:
  - 4 ○ Bootlegs, fakes, or pirated copies of products or content
  - 5 ○ Products that have been illegally replicated, reproduced, or manufactured
  - 6 ○ Products that infringe another party's intellectual property rights
- 7 • Maintain and Provide Inventory Records. Amazon may request that you  
8 provide documentation (such as invoices) showing the authenticity of your  
9 products or your authorization to list them for sale. You may remove pricing  
10 information from these documents, but providing documents that have been  
11 edited in any other way or that are misleading is a violation of this policy and  
12 will lead to enforcement against your account.
- 13 • Consequences of Selling Inauthentic Products. If you sell inauthentic  
14 products, we may immediately suspend or terminate your Amazon selling  
15 account (and any related accounts), destroy any inauthentic products in our  
16 fulfillment centers at your expense, and/or withhold payments to you.
- 17 • Amazon Takes Action to Protect Customers and Rights Owners. Amazon also  
18 works with manufacturers, rights holders, content owners, vendors, and sellers  
19 to improve the ways we detect and prevent inauthentic products from reaching  
20 our customers. As a result of our detection and enforcement activities,  
21 Amazon may:
  - 22 ○ Remove suspect listings.
  - 23 ○ Take legal action against parties who knowingly violate this policy and  
24 harm our customers. In addition to criminal fines and imprisonment,  
25 sellers and suppliers of inauthentic products may face civil penalties  
26 including the loss of any amounts received from the sale of inauthentic  
27 products, the damage or harm sustained by the rights holders, statutory  
and other damages, and attorney's fees.
  - Reporting Inauthentic Products. We stand behind the products sold on our site  
with our A-to-z Guarantee, and we encourage rights owners who have product  
authenticity concerns to notify us. We will promptly investigate and take all  
appropriate actions to protect customers, sellers, and rights holders. You may  
view counterfeit complaints on the Account Health page in Seller Central.

22 *Id.*

23 39. When they registered as a third-party seller in the Amazon Store and established  
24 the LonspireSports Selling Account, Defendants agreed not to advertise, market, offer, sell, or  
25 distribute counterfeit or infringing products.  
26  
27

**D. Test Purchase from LonspireSports Selling Account and Review of its Amazon Store Listings**

40. From November 2020 through June 2021, Defendants advertised, marketed, offered, and sold counterfeit and/or infringing WWE-branded products in the Amazon Store.

41. At all times described herein, the LonspireSports Selling Account was controlled and operated by the LonspireSports Defendant and, on information and belief, other unknown parties.

42. On June 26, 2021, Amazon conducted a test purchase from the LonspireSports Selling Account for what was advertised as “The Undertaker Wrestling Championship Belt – Real Leather Replica Title Belt Adult Size.” Defendants shipped to Amazon investigators a product that bore counterfeits of the WWE Trademarks. The product also included replications of the materials protected by the WWE Copyrights. WWE examined the product and determined it is counterfeit. Specifically, at the top of the belt’s main plate above the word UNDERTAKER and in the middle of each of the plates to the left and right of the main plate, the belt displays identical copies of WWE’s WWE Network Logo trademark and WWE Network Logo (black & white) copyright, which have trademark Registration Numbers 4,675,657 and 4,727,923, and Copyright Registration Number VA 1-946-951, respectively, as provided in paragraphs 7 and 8 above. A depiction of the counterfeit product supplied by Defendants follows:

*Figure 1: an image of the product sold by Defendants:*



43. On April 27, 2022, WWE reviewed images the LonspireSports Defendant uploaded to the Amazon Store for the product listing “WWE The Undertaker Championship



1 Adult Size Phenom Belt (Replica)” that it sold through the LonspireSports Selling Account.  
 2 Based on a review of those images, WWE was able to determine that the product in the images  
 3 displayed counterfeits of the WWE Trademarks. The product also included replications of the  
 4 materials protected by the WWE Copyrights. Specifically, at the top of the belt’s main plate  
 5 above the word UNDERTAKER and in the middle of each of the plates to the left and right of  
 6 the main plate, the belt displays identical copies of WWE’s WWE Network Logo trademark and  
 7 WWE Network Logo (black & white) copyright, which have trademark Registration Numbers  
 8 4,675,657 and 4,727,923, and Copyright Registration Number VA 1-946-951, respectively, as  
 9 provided in paragraphs 7 and 8 above. A depiction of the counterfeit product uploaded by  
 10 Defendants follows:

11 *Figure 2: an image from the product listing page of the product uploaded by Defendants:*



12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20 44. On April 27, 2022, WWE reviewed images the LonspireSports Defendant  
 21 uploaded to the Amazon Store for the product listing “WWF Stone Cold Smoking Skull  
 22 Championship Belt with Snake Skin in 4mm deep etching and 24KT Gold Zinc plates” that it  
 23 sold through the LonspireSports Selling Account. Based on a review of those images, WWE was  
 24 able to determine that the product in the images bore logos that are confusingly similar to the  
 25 WWE Historic Trademarks. The product also included replications of the materials protected by  
 26 the WWE Copyrights. A depiction comparing an image of the infringing product uploaded by  
 27 Defendants with an authentic version of the product follows:



1 *Figure 3: an image from the product listing page of the product uploaded to the Amazon Store*  
2 *by Defendants:*



10  
11 *Figure 4: an image of a genuine WWE Smoking Skull World Heavyweight Championship belt:*



20 45. On April 27, 2022, WWE reviewed images the LonspireSports Defendant  
21 uploaded to the Amazon Store for the product listing “ADN WWF/WWE Gold Winged Eagle  
22 Championship Replica Belt 4mm Thick Zinc Plates” that it sold through the LonspireSports  
23 Selling Account. Based on a review of those images, WWE was able to determine that the  
24 product in the images bore logos that are confusingly similar to the WWE Historic Trademarks.  
25 A depiction comparing an image of the infringing product uploaded by Defendants with an  
26 authentic version of the product follows:  
27

1 *Figure 5: an image from the product listing page of the product uploaded to the Amazon Store*  
2 *by Defendants:*



10  
11 *Figure 6: an image of a genuine WWE Winged Eagle Championship Title belt:*



20 46. On April 27, 2022, WWE reviewed images the LonspireSports Defendant  
21 uploaded to the Amazon Store for the product listing “Regalia Craft WWF/WWE Classic Gold  
22 Winged Eagle Championship Replica Belt 4mm Thick Zinc Plates” that it sold through the  
23 LonspireSports Selling Account. Based on a review of those images, WWE was able to  
24 determine that the product in the images bore logos that are confusingly similar to the WWE  
25 Historic Trademarks. Figure 6 above shows a depiction of an authentic version of the product,  
26 and an image of the infringing product uploaded to the Amazon store by Defendants follows:  
27

1 *Figure 7: an image from the product listing page of the product uploaded to the Amazon Store*  
2 *by Defendants:*



3  
4  
5  
6  
7  
8  
9  
10  
11  
12 47. On April 27, 2022, WWE reviewed images the LonspireSports Defendant  
13 uploaded to the Amazon Store for the product listing “ADN WWF World Tag Team 24K Gold  
14 Plated Championship Belt (Replica)” that it sold through the LonspireSports Selling Account.  
15 Based on a review of those images, WWE was able to determine that the product in the images  
16 bore logos that are confusingly similar to the WWE Historic Trademarks. A depiction comparing  
17 an image of the infringing product uploaded by Defendants with an authentic version of the  
18 product follows:

19 *Figure 8 an image from the product listing page of the product uploaded to the Amazon Store by*  
20 *Defendants:*





1 *Figure 9: an image of a genuine WWE Attitude Era World Tag Team Championship Replica*

2 *Title belt:*



12 **E. Amazon and WWE Shut Down Defendants' Account**

13 48. By selling counterfeit and infringing WWE products, Defendants falsely  
14 represented to Amazon and its customers that the products Defendants sold were genuine  
15 products made by WWE. Defendants also knowingly and willfully used WWE's IP in  
16 connection with the advertisement, marketing, distribution, offering for sale, and sale of  
17 counterfeit and infringing WWE products.

18 49. At all times, Defendants knew they were prohibited from violating third-party IP  
19 rights or any applicable laws while selling products in the Amazon Store. Defendants have  
20 breached those terms of their agreement with Amazon, deceived Amazon's customers and  
21 Amazon, infringed and misused the IP rights of WWE, harmed the integrity of and customer  
22 trust in the Amazon Store, and tarnished Amazon's and WWE's brands.

23 50. Amazon, after receiving notice from WWE, verified Defendants' unlawful sale of  
24 counterfeit and infringing WWE products and blocked Defendants' Selling Account. In doing so,  
25 Amazon exercised its rights under the BSA to protect customers and the reputations of Amazon  
26 and WWE.

1 V. CLAIMS

2 **FIRST CLAIM**

3 *(by WWE against all Defendants)*

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

5 51. Plaintiff WWE incorporates by reference the allegations of the preceding  
6 paragraphs as though set forth herein.

7 52. Defendants' activities constitute infringement of the WWE Trademarks and  
8 WWE Historic Trademarks as described in the paragraphs above.

9 53. WWE advertises, markets, offers, and sells its products using the WWE  
10 Trademarks and WWE Historic Trademarks described above and uses those trademarks to  
11 distinguish its products from the products and related items of others in the same or related  
12 fields.

13 54. Because of WWE's long, continuous, and exclusive use of the WWE Trademarks  
14 and WWE Historic Trademarks identified in this Complaint, the trademarks have come to mean,  
15 and are understood by customers and the public to signify, products from WWE.

16 55. Defendants unlawfully advertised, marketed, offered, and sold products that  
17 infringed the WWE Trademarks, or the WWE Historic Trademarks, with the intent and  
18 likelihood of causing customer confusion, mistake, and deception as to the products' source,  
19 origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that  
20 the products originated from, were affiliated with, and/or were authorized by WWE and likely  
21 caused such erroneous customer beliefs.

22 56. As a result of Defendants' wrongful conduct, WWE is entitled to recover its  
23 actual damages, Defendants' profits attributable to the infringement, treble damages, and  
24 attorney's fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, WWE is entitled to  
25 statutory damages under 15 U.S.C. § 1117(c) in connection with Defendants' use of counterfeits  
26 of the WWE Trademarks.

27 57. WWE is further entitled to injunctive relief, including an order impounding all  
infringing products and promotional materials in Defendants' possession. WWE has no adequate

1 remedy at law for Defendants' wrongful conduct because, among other things: (a) the WWE  
2 Trademarks and WWE Historic Trademarks are unique and valuable properties that have no  
3 readily determinable market value; (b) Defendants' infringement constitutes harm to WWE and  
4 WWE's reputation and goodwill such that WWE could not be made whole by any monetary  
5 award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become  
6 further confused, mistaken, or deceived as to the source, origin, or authenticity of the infringing  
7 materials; and (d) Defendants' wrongful conduct, and the resulting harm to WWE, is likely to be  
8 continuing.

9  
10 **SECOND CLAIM**  
*(by WWE against all Defendants)*  
**Copyright Infringement – 17 U.S.C. § 501, et seq.**

11 58. Plaintiff WWE incorporates by reference the allegations of the preceding  
12 paragraphs as though set forth herein.

13 59. WWE is the sole owner of the copyrights associated with the original graphic and  
14 pictorial images and artwork designed by WWE for its products.

15 60. Defendants have infringed the WWE Copyrights by reproducing, distributing  
16 copies of, publicly displaying, and/or creating derivative works of the copyrighted materials  
17 protected by the WWE Copyrights without WWE's authorization.

18 61. Defendants' conduct has been deliberate and willful within the meaning of 17  
19 U.S.C. § 504.

20 62. Defendants have committed, and continue to commit, acts constituting  
21 infringement of the WWE Copyrights.

22 63. Defendants derive a financial benefit directly attributable to the infringement of  
23 WWE's Copyrights.

24 64. As a result of Defendants' wrongful conduct, WWE is entitled to recover its  
25 actual damages and Defendants' profits attributable to the infringement. Alternatively, WWE is  
26 entitled to statutory damages under 17 U.S.C. § 504(c).

1 65. The award of statutory damages should be enhanced in accordance with 17 U.S.C.  
2 § 504(c)(2).

3 66. WWE is further entitled to its attorney's fees and full costs pursuant to 17 U.S.C.  
4 § 505.

5 67. In addition, WWE is entitled to injunctive relief, including an order impounding  
6 all infringing materials. WWE has no adequate remedy at law for Defendants' wrongful conduct  
7 because, among other things: (a) WWE's Copyrights and the works they protect are unique and  
8 valuable property that have no readily determinable market value; (b) Defendants' infringement  
9 harms WWE such that WWE could not be made whole by any monetary award; and  
10 (c) Defendants' wrongful conduct and the resulting harm to WWE is continuing.

11 **THIRD CLAIM**  
12 *(by WWE against all Defendants)*  
13 **False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)**

14 68. Plaintiff WWE incorporates by reference the allegations of the preceding  
15 paragraphs as though set forth herein.

16 69. WWE owns the WWE Trademarks and WWE Historic Trademarks and  
17 advertises, markets, offers, and sells its products using the trademarks described above and uses  
18 the trademarks to distinguish its products from the products and related items of others in the  
19 same or related fields.

20 70. Because of WWE's long, continuous, and exclusive use of the WWE Trademarks  
21 and WWE Historic Trademarks, they have come to mean and are understood by customers, end  
22 users, and the public to signify products from WWE.

23 71. Defendants' wrongful conduct includes the infringement of the WWE  
24 Trademarks and WWE Historic Trademarks in connection with Defendants' commercial  
25 advertising or promotion and offering for sale and sale of counterfeit and/or infringing WWE  
26 products in interstate commerce.

27 72. In advertising, marketing, offering, and selling products bearing unauthorized  
28 depictions of the WWE Trademarks or confusingly similar logos to the WWE Historic

1 Trademarks, Defendants have used, and on information and belief continue to use, depictions of  
2 or confusingly similar logos to the trademarks referenced above to compete unfairly with WWE  
3 and to deceive customers. Upon information and belief, Defendants' wrongful conduct misleads  
4 and confuses customers and the public as to the origin and authenticity of the goods and services  
5 advertised, marketed, offered, or sold in connection with the WWE Trademarks and WWE  
6 Historic Trademarks, and wrongfully trades upon WWE's goodwill and business reputation.

7 73. Defendants' conduct constitutes (a) false designation of origin, (b) false or  
8 misleading description, and (c) false or misleading representation that products originate from or  
9 are authorized by WWE, all in violation of 15 U.S.C. § 1125(a)(1)(A).

10 74. Defendants' conduct also constitutes willful false statements in connection with  
11 goods and/or services distributed in interstate commerce in violation of 15 U.S.C.  
12 § 1125(a)(1)(B).

13 75. WWE is entitled to an injunction against Defendants, their officers, agents,  
14 representatives, servants, employees, successors and assigns, and all other persons in active  
15 concert or participation with them, as set forth in the Prayer for Relief below. Defendants' acts  
16 have caused irreparable injury to WWE that, on information and belief, is continuing. An award  
17 of monetary damages cannot fully compensate WWE for its injuries, and WWE lacks an  
18 adequate remedy at law.

19 76. WWE is further entitled to recover Defendants' profits, WWE's damages for its  
20 losses, and WWE's costs to investigate and remediate Defendants' conduct and bring this action,  
21 including its attorney's fees, in an amount to be determined. WWE is also entitled to the trebling  
22 of any damages award as allowed by law.

23 **FOURTH CLAIM**

24 *(by Amazon against all Defendants)*

25 **False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)**

26 77. Plaintiff Amazon incorporates by reference the allegations of the preceding  
27 paragraphs as though set forth herein.



1 78. Amazon's reputation for trustworthiness is at the heart of its relationship with  
2 customers. Defendants' actions in selling counterfeit and/or infringing products pose a threat to  
3 Amazon's reputation because they undermine and jeopardize customer trust in the Amazon  
4 Store.

5 79. Specifically, Defendants deceived Amazon and its customers about the  
6 authenticity of the products they were advertising, marketing, offering, and selling, in direct and  
7 willful violation of the BSA and Amazon's Anti-Counterfeiting Policies. Defendants' deceptive  
8 acts were material to Amazon's decision to allow Defendants to sell their products in the  
9 Amazon Store because Amazon would not have allowed Defendants to do so but for their  
10 deceptive acts.

11 80. In advertising, marketing, offering, and selling counterfeit and/or infringing  
12 WWE products in the Amazon Store, Defendants made false and misleading statements of fact  
13 about the origin, sponsorship, or approval of those products in violation of 15 U.S.C. §  
14 1125(a)(1)(A).

15 81. Defendants' acts also constitute willful false statements in connection with goods  
16 and/or services distributed in interstate commerce in violation of 15 U.S.C. § 1125(a)(1)(B).

17 82. As described above, Defendants, through their illegal acts, have willfully  
18 deceived Amazon and its customers, jeopardized the trust that customers place in the Amazon  
19 Store, tarnished Amazon's brand and reputation, and harmed Amazon and its customers.  
20 Defendants' misconduct has also caused Amazon to expend significant resources to investigate  
21 and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from  
22 causing further harm to Amazon and its customers. Defendants' illegal acts have caused  
23 irreparable injury to Amazon and, on information and belief, that injury is ongoing at least to the  
24 extent that Defendants continue to establish seller accounts under different or false identities. An  
25 award of monetary damages alone cannot fully compensate Amazon for its injuries, and thus  
26 Amazon lacks an adequate remedy at law.  
27

1 83. Amazon is entitled to an injunction against Defendants, their officers, agents,  
2 representatives, servants, employees, successors and assigns, and all other persons in active  
3 concert or participation with them, as set forth in the Prayer for Relief below.

4 84. With regards to Defendants' activities involving the sale of counterfeit products,  
5 Amazon is further entitled to recover Amazon's damages for its losses and Amazon's costs to  
6 investigate and remediate Defendants' conduct and bring this action, including its attorney's  
7 fees, in an amount to be determined.

8 **FIFTH CLAIM**

9 *(by WWE and Amazon against all Defendants)*

10 **Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.**

11 85. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as  
12 though set forth herein.

13 86. Defendants' advertising, marketing, offering, distribution, and sale of counterfeit  
14 and/or infringing WWE products constitute an unfair method of competition and unfair and  
15 deceptive acts or practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

16 87. Defendants' advertising, marketing, offering, distribution, and sale of counterfeit  
17 and/or infringing WWE products harm the public interest by deceiving customers about the  
18 authenticity, origins, and sponsorship of the products.

19 88. Defendants' advertising, marketing, offering, distribution, and sale of counterfeit  
20 and/or infringing WWE products directly and proximately cause harm to and tarnish Plaintiffs'  
21 reputations and brands, and damage their business and property interests and rights.

22 89. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and  
23 recover their attorney's fees and costs. WWE further seeks to recover from Defendants its actual  
24 damages, trebled, and Amazon further seeks to recover from Defendants its actual damages,  
25 trebled, with regards to Defendants' activities involving the sale of counterfeit products.

26 **SIXTH CLAIM**

27 *(by Amazon.com Services LLC against all Defendants)*

**Breach of Contract**

90. Plaintiff Amazon incorporates by reference the allegations of the preceding

1 paragraphs as though set forth herein.

2 91. Defendants established an Amazon Selling Account and entered into Amazon's  
3 BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also  
4 contractually agreed to be bound by the Anti-Counterfeiting Policy and other policies as  
5 maintained on the Amazon seller website.

6 92. Amazon performed all obligations required of it under the terms of the contract  
7 with Defendants or was excused from doing so.

8 93. Defendants' sale and distribution of counterfeit WWE products materially  
9 breached the BSA and the Anti-Counterfeiting Policy in numerous ways. Among other things,  
10 Defendants' conduct constitutes infringement and misuse of the IP rights of WWE.

11 94. Defendants' breaches have caused significant harm to Amazon, and Amazon is  
12 entitled to damages in an amount to be determined at trial.

13 **VI. PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs respectfully pray for the following relief:

15 A. That the Court issue an order permanently enjoining Defendants, their officers,  
16 agents, representatives, servants, employees, successors, and assigns, and all others in active  
17 concert or participation with them, from:

- 18 (i) selling products in Amazon's stores;
- 19 (ii) selling products to Amazon or any affiliate;
- 20 (iii) opening or attempting to open any Amazon selling accounts;
- 21 (iv) manufacturing, distributing, offering to sell, or selling any product using  
22 WWE's brand or WWE's Trademarks or Copyrights, or which otherwise  
23 infringes WWE's IP, on any platform or in any medium; and
- 24 (v) assisting, aiding or abetting any other person or business entity in  
25 engaging or performing any of the activities referred to in subparagraphs  
26 (i) through (iv) above;

27 B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

1 C. That the Court enter an order pursuant to 15 U.S.C. § 1116 and/or 17 U.S.C.  
2 § 503 impounding and permitting destruction of all products that infringe the WWE Trademarks,  
3 WWE Historic Trademarks, and/or WWE Copyrights or that otherwise infringe WWE's IP, and  
4 any related materials, including business records and materials used to reproduce any infringing  
5 products, in Defendants' possession or under their control;

6 D. That the Court enter an order requiring Defendants to provide Plaintiffs a full and  
7 complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants'  
8 unlawful activities;

9 E. That Defendants be required to pay all general, special, and actual damages that  
10 Plaintiffs have sustained, or will sustain as a consequence of Defendants' breaches and unlawful  
11 acts, or WWE's statutory damages, and that WWE's damages be enhanced, doubled, or trebled  
12 as provided for by 15 U.S.C. § 1117(b), 17 U.S.C. § 504(c), RCW 19.86.020, or otherwise  
13 allowed by law, and that Amazon's damages related to Defendants' activities involving the sale  
14 of counterfeit products be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117(b),  
15 RCW 19.86.020, or otherwise allowed by law;

16 F. That Defendants be ordered to pay the maximum amount of prejudgment interest  
17 authorized by law;

18 G. That Defendants be required to pay the costs of this action and Plaintiffs'  
19 reasonable attorney's fees incurred in prosecuting this action, as provided for by 15 U.S.C.  
20 § 1117, 17 U.S.C. § 505, RCW 19.86.020, or otherwise allowed by law;

21 H. That the Court enter an order requiring that identified financial institutions  
22 restrain and transfer to Plaintiffs all amounts arising from Defendants' unlawful activities as set  
23 forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment in this case;  
24 and

25 I. That the Court grant Plaintiffs such other, further, and additional relief as the  
26 Court deems just and equitable.

1 DATED this 30<sup>th</sup> day of August, 2022.

2 DAVIS WRIGHT TREMAINE LLP  
3 *Attorneys for Plaintiffs*

4 By s/ Scott R. Commerson  
5 Scott R. Commerson, WSBA #58085  
6 865 South Figueroa Street, Suite 2400  
7 Los Angeles, CA 90017-2566  
8 Tel: (213) 633-6800  
9 Fax: (213) 633-6899  
10 Email: scottcommerson@dwt.com

11 s/ Lauren Rainwater  
12 Lauren Rainwater, WSBA #43625  
13 920 Fifth Avenue, Suite 3300  
14 Seattle, WA 98104-1604  
15 Tel: (206) 622-3150  
16 Fax: (206) 757-7700  
17 Email: laurenrainwater@dwt.com