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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 SPORTS CHEAP GADGETS; 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)
	3,042,792 (IC 25)
	3,473,626 (IC 28)
	4,675,657 (IC 28)

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	4,727,923 (IC 18)
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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 2	WWE Attitude Era World Heavyweight Championship	VA 1-888-131
3 4	WWE NXT CHAMPIONSHIP belt design (version 2)	VA 2-151-533
5	Historic Scratch Logo	VA 2-258-636
6 7	WWE Network Logo (color)	VA 1-902-842
8	WWE Network Logo (black & white)	VA 1-946-951

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



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 19 The below photo reflects the WWE Attitude Era World Heavyweight Championship belt artistic  
 20 work registered under Copyright Number VA 1-888-131, as depicted in the deposit provided to  
 21 the U.S. Copyright Office:



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The below photo reflects the WWE NXT CHAMPIONSHIP belt design (version 2) artistic work registered under Copyright Number VA 2-151-533, as depicted in the deposit provided to the U.S. Copyright Office:



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



1 The below photo reflects the WWE Network Logo (color) artistic work registered under  
2 Copyright Number VA 1-902-842, as depicted in the deposit provided to the U.S. Copyright  
3 Office:



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



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20 10. From September 2019 through September 2021, Defendants advertised, marketed,  
21 offered, and sold products in the Amazon Store that infringed the WWE Trademarks, the WWE  
22 Historic Trademarks, and/or the WWE Copyrights.

23 11. As a result of their illegal actions, Defendants have infringed and misused  
24 WWE's IP; breached their contract with Amazon; willfully deceived and harmed Amazon,  
25 WWE, and their customers; compromised the integrity of the Amazon Store; and undermined the  
26 trust that customers place in Amazon and WWE. Defendants' illegal actions have caused  
27 Amazon and WWE to expend significant resources to investigate and combat Defendants'



1 wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to  
2 Amazon, WWE, and their customers.

3 **II. PARTIES**

4 12. Amazon.com, Inc. is a Delaware corporation with its principal place of business  
5 in Seattle, Washington. Amazon.com Services LLC is a Delaware company with its principal  
6 place of business in Seattle, Washington.

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

9 14. Defendants are a collection of individuals, both known and unknown, who  
10 conspired and operated in concert with each other to engage in the scheme to infringe WWE's IP  
11 as alleged in this Complaint. Defendants are subject to liability for their wrongful conduct both  
12 directly and under principles of secondary liability including, without limitation, *respondeat*  
13 *superior*, vicarious liability, and/or contributory infringement.

14 15. On information and belief, at least one Defendant is an individual or entity doing  
15 business as "Sports Cheap Gadgets" (referred to herein as the "Sports Cheap Gadgets  
16 Defendant" or "Sports Cheap Gadgets Selling Account"). On further information and belief, the  
17 individual or entity behind the Sports Cheap Gadgets Selling Account falsely represented their  
18 location as Mullica Hill, New Jersey, and has registered additional false information with  
19 Amazon as part of a scheme to mislead Plaintiffs. Hence, the true identity of the Sports Cheap  
20 Gadgets Defendant is presently unknown. On further information and belief, the Sports Cheap  
21 Gadgets Defendant personally participated in and/or had the right and ability to supervise, direct,  
22 and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit  
23 from that wrongful conduct.

24 16. On information and belief, Defendants Does 1-10 (the "Doe Defendants") are  
25 individuals and entities working in active concert with each other and the Sports Cheap Gadgets  
26 Defendant to knowingly and willfully manufacture, import, advertise, market, offer, and sell  
27



1 counterfeit and/or infringing WWE products. The identities of the Doe Defendants are presently  
2 unknown to Plaintiffs.

3 **III. JURISDICTION AND VENUE**

4 17. The Court has subject matter jurisdiction over WWE’s claims for trademark  
5 infringement and copyright infringement, and Amazon’s and WWE’s claims for false  
6 designation and false advertising, pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and  
7 1338(a). The Court has subject matter jurisdiction over Amazon’s breach of contract claim and  
8 Amazon’s and WWE’s claims for violation of the Washington Consumer Protection Act  
9 pursuant to 28 U.S.C. §§ 1332 and 1367.

10 18. The Court has personal jurisdiction over all Defendants because they transacted  
11 business and committed tortious acts within and directed to the State of Washington, and  
12 Amazon’s and WWE’s claims arise from those activities. Defendants affirmatively undertook to  
13 do business with Amazon, a corporation with its principal place of business in Washington, and  
14 sold in the Amazon Store products that infringed the WWE Trademarks, the WWE Historic  
15 Trademarks, and/or the WWE Copyrights, and which otherwise infringed WWE’s IP. Each of  
16 the Defendants committed, or facilitated the commission of, tortious acts in Washington and has  
17 wrongfully caused Amazon and WWE substantial injury in Washington.

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

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



1 such products. When Amazon identifies issues based on this feedback, it takes action to address  
2 them. Amazon also uses this intelligence to improve its proactive prevention controls.

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

11 26. In 2018, Amazon launched Transparency, a product serialization service that  
12 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can  
13 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,  
14 law enforcement, and customers to determine the authenticity of any Transparency-enabled  
15 product, regardless of where the product was purchased. In 2021, over 23,000 brands were using  
16 Transparency, enabling the protection of more than 750 million product units.

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

25 28. Amazon has robust seller verification processes, deploying industry-leading  
26 technology to analyze hundreds of unique data points and robust processes to verify information  
27 provided by potential sellers. In 2021, Amazon prevented over 2.5 million attempts to create new

1 selling accounts, stopping bad actors before they published a single product for sale. Amazon is  
2 also constantly innovating on these tools and systems. For example, Amazon requires  
3 prospective sellers to have one-on-one conversations with one of its team members to verify the  
4 seller's identity and documentation, further enhanced through verification of the seller's physical  
5 location and payment instruments. Amazon also leverages machine learning models that use  
6 hundreds of data points about the prospective account to detect risk, including relations to  
7 previously-enforced bad actors. These measures have made it more difficult for bad actors to  
8 hide.

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

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

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

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

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

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

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

7 34. Defendants controlled and operated the Sports Cheap Gadgets Selling Account as  
8 detailed in Section D below through which they sought to advertise, market, sell, and distribute  
9 counterfeit and/or infringing WWE products. In connection with this Selling Account,  
10 Defendants provided names, email addresses, and banking information for the account. On  
11 information and belief, Defendants took active steps to mislead Amazon and conceal their true  
12 location and identities by providing false information.

13 35. To become a third-party seller in the Amazon Store, sellers are required to agree  
14 to the BSA, which governs the applicant's access to and use of Amazon's services and states  
15 Amazon's rules for selling in the Amazon Store. By entering into the BSA, each seller represents  
16 and warrants that it "will comply with all applicable Laws in [the] performance of its obligations  
17 and exercise of its rights" under the BSA. A true and correct copy of the applicable version of  
18 the BSA, namely, the version Defendants last agreed to when using Amazon's services, is  
19 attached as **Exhibit D**.

20 36. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit  
21 goods as "deceptive, fraudulent, or illegal activity" in violation of Amazon's policies, reserving  
22 the right to withhold payments and terminate the account of any seller who engages in such  
23 conduct. Ex. B, ¶¶ 2-3. The BSA requires the seller to defend, indemnify and hold Amazon  
24 harmless against any claims or losses arising from the seller's "actual or alleged infringement of  
25 any Intellectual Property Rights." *Id.* ¶ 6.1.

26 37. Additionally, the BSA incorporates, and sellers therefore agree to be bound by,  
27 Amazon's Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit E**.

1 The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit and infringing goods in  
2 the Amazon Store:

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

8 Failure to abide by this policy may result in loss of selling privileges, funds being  
9 withheld, destruction of inventory in our fulfillment centers, and other legal  
10 consequences.

11 *Id.*

12 38. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to  
13 preventing the sale and distribution of counterfeit and infringing goods in the Amazon Store  
14 together with the consequences of doing so:

- 15 • Sell Only Authentic and Legal Products. It is your responsibility to source,  
16 sell, and fulfill only authentic products that are legal for sale. Examples of  
17 prohibited products include:
  - 18 ○ Bootlegs, fakes, or pirated copies of products or content
  - 19 ○ Products that have been illegally replicated, reproduced, or manufactured
  - 20 ○ Products that infringe another party's intellectual property rights
- 21 • Maintain and Provide Inventory Records. Amazon may request that you  
22 provide documentation (such as invoices) showing the authenticity of your  
23 products or your authorization to list them for sale. You may remove pricing  
24 information from these documents, but providing documents that have been  
25 edited in any other way or that are misleading is a violation of this policy and  
26 will lead to enforcement against your account.
- 27 • Consequences of Selling Inauthentic Products. If you sell inauthentic  
products, we may immediately suspend or terminate your Amazon selling  
account (and any related accounts), destroy any inauthentic products in our  
fulfillment centers at your expense, and/or withhold payments to you.
- Amazon Takes Action to Protect Customers and Rights Owners. Amazon also  
works with manufacturers, rights holders, content owners, vendors, and sellers  
to improve the ways we detect and prevent inauthentic products from reaching  
our customers. As a result of our detection and enforcement activities,  
Amazon may:
  - Remove suspect listings.

1           ○ Take legal action against parties who knowingly violate this policy and  
2           harm our customers. In addition to criminal fines and imprisonment,  
3           sellers and suppliers of inauthentic products may face civil penalties  
4           including the loss of any amounts received from the sale of inauthentic  
5           products, the damage or harm sustained by the rights holders, statutory  
6           and other damages, and attorney’s fees.

7           • Reporting Inauthentic Products. We stand behind the products sold on our site  
8           with our A-to-z Guarantee, and we encourage rights owners who have product  
9           authenticity concerns to notify us. We will promptly investigate and take all  
10          appropriate actions to protect customers, sellers, and rights holders. You may  
11          view counterfeit complaints on the Account Health page in Seller Central.

12 *Id.*

13           39.     When they registered as a third-party seller in the Amazon Store and established  
14           the Sports Cheap Gadgets Selling Account, Defendants agreed not to advertise, market, offer,  
15           sell, or distribute counterfeit or infringing products.

16           **D.     Test Purchases from Sports Cheap Gadgets Selling Account and Review of  
17           Its Amazon Store Listings**

18           40.     From September 2019 through September 2021, Defendants advertised, marketed,  
19           offered, and sold counterfeit and/or infringing WWE-branded products in the Amazon Store.

20           41.     At all times described herein, the Sports Cheap Gadgets Selling Account was  
21           controlled and operated by the Sports Cheap Gadgets Defendant and, on information and belief,  
22           other unknown parties.

23           42.     On June 28, 2021, Amazon conducted a test purchase from the Sports Cheap  
24           Gadgets Selling Account for what was advertised as “WWE Stone Cold Smoking Skull  
25           Championship Belt with Snake Skin in 4mm deep etching and 24KT Gold Zinc plates.”  
26           Defendants shipped to Amazon investigators two products that bore logos that are confusingly  
27           similar to the WWE Historic Trademarks. The products also included replications of the  
          materials protected by the WWE Copyrights. WWE examined the products and determined they  
          are inauthentic. A depiction comparing the infringing product supplied by Defendants with an  
          authentic version of the product follows:



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



*Figure 2: an image of the product sold by Defendants:*



*Figure 3: an image of a genuine WWE Smoking Skull World Heavyweight Championship belt:*



1           43.     On April 27, 2022, WWE reviewed images for the product listing “WWE Stone  
2 Cold Smoking Skull Belt in 4MM Thick Brass, Snake Skin Leather Backing” through which the  
3 Sports Cheap Gadgets Defendant offered for sale and sold products in the Amazon Store under  
4 the Sports Cheap Gadgets Selling Account. Based on a review of those images, WWE was able  
5 to determine that the product in the images bore logos that are confusingly similar to the WWE  
6 Historic Trademarks. The product shown in the images also included replications of the materials  
7 protected by the WWE Copyrights. Figure 3 above shows a depiction of an authentic version of  
8 the product, and an image of the infringing product in the Amazon store used by Defendants  
9 follows:

10           *Figure 4: an image from the product listing page of the product sold by Defendants:*



19           44.     On April 27, 2022, WWE reviewed images for the product listing “Woldorf USA  
20 Championship Belt Smoking Skull Commemorative Title Belt Powerful Wrestling Trophy -  
21 Wrestler Gift” through which the Sports Cheap Gadgets Defendant offered for sale and sold  
22 products in the Amazon Store under the Sports Cheap Gadgets Selling Account. Based on a  
23 review of those images, WWE was able to determine that the product in the images bore logos  
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1 that are confusingly similar to the WWE Historic Trademarks. The product shown in the images  
2 also included replications of the materials protected by the WWE Copyrights. Figure 3 above  
3 shows a depiction of an authentic version of the product, and an image of the infringing product  
4 in the Amazon Store used by Defendants follows:

5 *Figure 5: an image from the product listing page of the product sold by Defendants:*



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11 45. On April 27, 2022, WWE reviewed images for the product listing “Brand New  
12 WWE NXT Wrestling Championship Replica Title Belt” through which the Sports Cheap  
13 Gadgets Defendant offered for sale and sold products in the Amazon Store under the Sports  
14 Cheap Gadgets Selling Account. Based on a review of those images, WWE was able to  
15 determine that the product in the images displayed counterfeits of the WWE Trademarks. The  
16 product shown in the images also included replications of the materials protected by the WWE  
17 Copyrights. A depiction comparing an image of the counterfeit product used by Defendants with  
18 an authentic version of the product follows:

19 *Figure 6: an image from the product listing page of the product sold by Defendants:*





1 *Figure 7: an image of a genuine NXT Championship Replica Title (2017) belt:*



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10 46. On April 27, 2022, WWE reviewed images for the product listing “WWF Big  
11 Eagle Wrestling Championship Belt Adult Size Replica” through which the Sports Cheap  
12 Gadgets Defendant offered for sale and sold products in the Amazon Store under the Sports  
13 Cheap Gadgets Selling Account. Based on a review of those images, WWE was able to  
14 determine that the product in the images bore logos that are confusingly similar to the WWE  
15 Historic Trademarks. The product shown in the images also included replications of the materials  
16 protected by the WWE Copyrights. A depiction comparing an image of the infringing product  
17 used by Defendants with an authentic version of the product follows:

18 *Figure 8: an image from the product listing page of the product sold by Defendants:*



1 *Figure 9: an image of a genuine WWE Attitude Era World Heavyweight Championship belt:*



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10 47. On April 27, 2022, WWE reviewed images for the product listing “WWF Big  
11 Eagle World Wrestling Federation Championship Replica Belt 2mm Thick Brass” through which  
12 the Sports Cheap Gadgets Defendant offered for sale and sold products in the Amazon Store  
13 under the Sports Cheap Gadgets Selling Account. Based on a review of those images, WWE was  
14 able to determine that the product in the images bore logos that are confusingly similar to the  
15 WWE Historic Trademarks. The product shown in the images also included replications of the  
16 materials protected by the WWE Copyrights. Figure 9 above shows a depiction of an authentic  
17 version of the product, and an image of the infringing product in the Amazon store used by  
18 Defendants follows:

19 *Figure 10: an image from the product listing page of the product sold by Defendants:*



1 48. On April 27, 2022, WWE reviewed images for the product listing “WWE WWF  
2 Classic Gold Winged Eagle Championship Replica Belt Adult Size Title Belt” through which the  
3 Sports Cheap Gadgets Defendant offered for sale and sold products in the Amazon Store under  
4 the Sports Cheap Gadgets Selling Account. Based on a review of those images, WWE was able  
5 to determine that the product in the images bore logos that are confusingly similar to the WWE  
6 Historic Trademarks. A depiction comparing an image of the infringing product used by  
7 Defendants with an authentic version of the product follows:

8 *Figure 11: an image from the product listing page of the product sold by Defendants:*



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16 *Figure 12: an image of a genuine WWE Replica Winged Eagle Championship Title belt:*



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24 49. On April 27, 2022, WWE reviewed images for the product listing “Replica WWF  
25 WWE Winged Eagle Heavyweight Championship Belt” through which the Sports Cheap  
26 Gadgets Defendant offered for sale and sold products in the Amazon Store under the Sports  
27 Cheap Gadgets Selling Account. Based on a review of those images, WWE was able to

1 determine that the product in the images bore logos that are confusingly similar to the WWE  
2 Historic Trademarks. Figure 12 above shows a depiction of an authentic version of the product,  
3 and an image of the infringing product in the Amazon store used by Defendants follows:

4 *Figure 13: an image from the product listing page of the product sold by Defendants:*



12 50. On April 27, 2022, WWE reviewed images for the product listing “Maxan  
13 Winged Eagle Championship Belt Gold Plated Wrestling Belt” through which the Sports Cheap  
14 Gadgets Defendant offered for sale and sold products in the Amazon Store under the Sports  
15 Cheap Gadgets Selling Account. Based on a review of those images, WWE was able to  
16 determine that the product in the images bore logos that are confusingly similar to the WWE  
17 Historic Trademarks. Figure 12 above shows a depiction of an authentic version of the product,  
18 and an image of the infringing product in the Amazon store used by Defendants follows:

19 *Figure 14: an image from the product listing page of the product sold by Defendants:*





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

1 51. By selling counterfeit and infringing WWE products, Defendants falsely  
2 represented to Amazon and its customers that the products Defendants sold were genuine  
3 products made by WWE. Defendants also knowingly and willfully used WWE's IP in  
4 connection with the advertisement, marketing, distribution, offering for sale, and sale of  
5 counterfeit and infringing WWE products.

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

11 53. Amazon, after receiving notice from WWE, verified Defendants' unlawful sale of  
12 counterfeit and infringing WWE products and blocked Defendants' Selling Account. In doing so,  
13 Amazon exercised its rights under the BSA to protect customers and the reputations of Amazon  
14 and WWE.

**V. CLAIMS**

**FIRST CLAIM**

**(by WWE against all Defendants)  
Trademark Infringement – 15 U.S.C. § 1114**

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16  
17  
18 54. Plaintiff WWE incorporates by reference the allegations of the preceding  
19 paragraphs as though set forth herein.

20 55. Defendants' activities constitute infringement of the WWE Trademarks and  
21 WWE Historic Trademarks as described in the paragraphs above.

22 56. WWE advertises, markets, offers, and sells its products using the WWE  
23 Trademarks and WWE Historic Trademarks described above and uses those trademarks to  
24 distinguish its products from the products and related items of others in the same or related  
25 fields.

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

4 58. Defendants unlawfully advertised, marketed, offered, and sold products that  
5 infringed the WWE Trademarks, or the WWE Historic Trademarks, with the intent and  
6 likelihood of causing customer confusion, mistake, and deception as to the products' source,  
7 origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that  
8 the products originated from, were affiliated with, and/or were authorized by WWE and likely  
9 caused such erroneous customer beliefs.

10 59. As a result of Defendants' wrongful conduct, WWE is entitled to recover its  
11 actual damages, Defendants' profits attributable to the infringement, treble damages, and  
12 attorney's fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, WWE is entitled to  
13 statutory damages under 15 U.S.C. § 1117(c) in connection with Defendants' use of counterfeits  
14 of the WWE Trademarks.

15 60. WWE is further entitled to injunctive relief, including an order impounding all  
16 infringing products and promotional materials in Defendants' possession. WWE has no adequate  
17 remedy at law for Defendants' wrongful conduct because, among other things: (a) the WWE  
18 Trademarks and WWE Historic Trademarks are unique and valuable properties that have no  
19 readily determinable market value; (b) Defendants' infringement constitutes harm to WWE and  
20 WWE's reputation and goodwill such that WWE could not be made whole by any monetary  
21 award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become  
22 further confused, mistaken, or deceived as to the source, origin, or authenticity of the infringing  
23 materials; and (d) Defendants' wrongful conduct, and the resulting harm to WWE, is likely to be  
24 continuing.

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

61. Plaintiff WWE incorporates by reference the allegations of the preceding

1 paragraphs as though set forth herein.

2 62. WWE is the sole owner of the copyrights associated with the original graphic and  
3 pictorial images and artwork designed by WWE for its products.

4 63. Defendants have infringed the WWE Copyrights by reproducing, distributing  
5 copies of, publicly displaying, and/or creating derivative works of the copyrighted materials  
6 protected by the WWE Copyrights without WWE's authorization.

7 64. Defendants' conduct has been deliberate and willful within the meaning of 17  
8 U.S.C. § 504.

9 65. Defendants have committed, and continue to commit, acts constituting  
10 infringement of the WWE Copyrights.

11 66. Defendants derive a financial benefit directly attributable to the infringement of  
12 WWE's Copyrights.

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

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

18 69. WWE is further entitled to its attorney's fees and full costs pursuant to 17 U.S.C.  
19 § 505.

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

**THIRD CLAIM**

*(by WWE against all Defendants)*

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

1  
2  
3 71. Plaintiff WWE incorporates by reference the allegations of the preceding  
4 paragraphs as though set forth herein.

5 72. WWE owns the WWE Trademarks and WWE Historic Trademarks and  
6 advertises, markets, offers, and sells its products using the trademarks described above and uses  
7 the trademarks to distinguish its products from the products and related items of others in the  
8 same or related fields.

9 73. Because of WWE's long, continuous, and exclusive use of the WWE Trademarks  
10 and WWE Historic Trademarks, they have come to mean, and are understood by customers, end  
11 users, and the public, to signify products from WWE.

12 74. Defendants' wrongful conduct includes the infringement of the WWE  
13 Trademarks and WWE Historic Trademarks in connection with Defendants' commercial  
14 advertising or promotion, and offering for sale and sale, of counterfeit and/or infringing WWE  
15 products in interstate commerce.

16 75. In advertising, marketing, offering, and selling products bearing unauthorized  
17 depictions of the WWE Trademarks or confusingly similar logos to the WWE Historic  
18 Trademarks, Defendants have used, and on information and belief continue to use, depictions of  
19 or confusingly similar logos to the trademarks referenced above to compete unfairly with WWE  
20 and to deceive customers. Upon information and belief, Defendants' wrongful conduct misleads  
21 and confuses customers and the public as to the origin and authenticity of the goods and services  
22 advertised, marketed, offered, or sold in connection with the WWE Trademarks and WWE  
23 Historic Trademarks and wrongfully trades upon WWE's goodwill and business reputation.

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

1 77. Defendants' conduct also constitutes willful false statements in connection with  
2 goods and/or services distributed in interstate commerce in violation of 15 U.S.C.  
3 § 1125(a)(1)(B).

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

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

14 **FOURTH CLAIM**

15 *(by Amazon against all Defendants)*

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

17 80. Plaintiff Amazon incorporates by reference the allegations of the preceding  
18 paragraphs as though set forth herein.

19 81. Amazon's reputation for trustworthiness is at the heart of its relationship with  
20 customers. Defendants' actions in selling counterfeit and/or infringing products pose a threat to  
21 Amazon's reputation because they undermine and jeopardize customer trust in the Amazon  
22 Store.

23 82. Specifically, Defendants deceived Amazon and its customers about the  
24 authenticity of the products they were advertising, marketing, offering, and selling, in direct and  
25 willful violation of the BSA and Amazon's Anti-Counterfeiting Policies. Defendants' deceptive  
26 acts were material to Amazon's decision to allow Defendants to sell their products in the  
27 Amazon Store because Amazon would not have allowed Defendants to do so but for their  
deceptive acts.

1 83. In advertising, marketing, offering, and selling counterfeit and/or infringing  
2 WWE products in the Amazon Store, Defendants made false and misleading statements of fact  
3 about the origin, sponsorship, or approval of those products in violation of 15 U.S.C. §  
4 1125(a)(1)(A).

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

7 85. As described above, Defendants, through their illegal acts, have willfully  
8 deceived Amazon and its customers, jeopardized the trust that customers place in the Amazon  
9 Store, tarnished Amazon's brand and reputation, and harmed Amazon and its customers.  
10 Defendants' misconduct has also caused Amazon to expend significant resources to investigate  
11 and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from  
12 causing further harm to Amazon and its customers. Defendants' illegal acts have caused  
13 irreparable injury to Amazon and, on information and belief, that injury is ongoing at least to the  
14 extent that Defendants continue to establish seller accounts under different or false identities. An  
15 award of monetary damages alone cannot fully compensate Amazon for its injuries, and thus  
16 Amazon lacks an adequate remedy at law.

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

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

24 **FIFTH CLAIM**

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

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

27 88. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as  
though set forth herein.

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

4 90. Defendants' advertising, marketing, offering, distributing, and sale of counterfeit  
5 and/or infringing WWE products harm the public interest by deceiving customers about the  
6 authenticity, origins, and sponsorship of the products.

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

10 92. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and  
11 recover their attorney's fees and costs. WWE further seeks to recover from Defendants its actual  
12 damages, trebled, and Amazon further seeks to recover from Defendants its actual damages,  
13 trebled, with regards to Defendants' activities involving the sale of counterfeit products.

14 **SIXTH CLAIM**  
15 ***(by Amazon.com Services LLC against all Defendants)***  
16 **Breach of Contract**

17 93. Plaintiff Amazon incorporates by reference the allegations of the preceding  
18 paragraphs as though set forth herein.

19 94. Defendants established an Amazon Selling Account and entered into Amazon's  
20 BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also  
21 contractually agreed to be bound by the Anti-Counterfeiting Policy and other policies as  
22 maintained in the Amazon seller website.

23 95. Amazon performed all obligations required of it under the terms of the contract  
24 with Defendants or was excused from doing so.

25 96. Defendants' sale and distribution of counterfeit WWE products materially  
26 breached the BSA and the Anti-Counterfeiting Policy in numerous ways. Among other things,  
27 Defendants' conduct constitutes infringement and misuse of the IP rights of WWE.



1 97. Defendants' breaches have caused significant harm to Amazon, and Amazon is  
2 entitled to damages in an amount to be determined at trial.

3 **VI. PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs respectfully pray for the following relief:

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

- 8 (i) selling products in Amazon's stores;  
9 (ii) selling products to Amazon or any affiliate;  
10 (iii) opening or attempting to open any Amazon selling accounts;  
11 (iv) manufacturing, distributing, offering to sell, or selling any product using  
12 WWE's brand or WWE's Trademarks or Copyrights, or which otherwise  
13 infringes WWE's IP, on any platform or in any medium; and  
14 (v) assisting, aiding or abetting any other person or business entity in  
15 engaging or performing any of the activities referred to in subparagraphs  
16 (i) through (iv) above;

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

18 C. That the Court enter an order pursuant to 15 U.S.C. § 1116 and/or 17 U.S.C. §  
19 503 impounding and permitting destruction of all products that infringe the WWE Trademarks,  
20 WWE Historic Trademarks, and/or WWE Copyrights or that otherwise infringe WWE's IP, and  
21 any related materials, including business records and materials used to reproduce any infringing  
22 products, in Defendants' possession or under their control;

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

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

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

10 G. That Defendants be required to pay the costs of this action and Plaintiffs'  
11 reasonable attorney's fees incurred in prosecuting this action, as provided for by 15 U.S.C.  
12 § 1117, 17 U.S.C. § 505, RCW 19.86.020, or otherwise allowed by law;

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

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

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

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