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8 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 AMAZON.COM, INC., a Delaware
11 corporation; AMAZON.COM SERVICES LLC,
12 a Delaware limited liability company; and
13 WORLD WRESTLING ENTERTAINMENT
14 INC., a Delaware corporation,

15 Plaintiffs,

16 v.

17 An individual or entity doing business as
18 REGALIA CRAFT PK; an individual or entity
19 doing business as LEATHERRIGHT, and
20 DOES 1-10,

21 Defendants.

No.

**COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF**

22 **I. INTRODUCTION**

23 1. This case involves the Defendants' unlawful and expressly prohibited sale of
24 counterfeit and/or infringing World Wrestling Entertainment, Inc. ("WWE") brand replica
25 championship title belts in the Amazon.com store (the "Amazon Store"). Amazon.com, Inc., and
26 Amazon.com Services LLC (collectively, "Amazon") and WWE (collectively with Amazon,
27 "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.

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






11 3. WWE is an integrated media organization and recognized leader in global
12 entertainment. WWE consists of a portfolio of businesses that create and deliver original content
13 52 weeks a year to a global audience and is committed to family-friendly entertainment on its
14 television programming, premium live events, digital media, and publishing platforms.



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

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

1 6. WWE’s worldwide licensing program builds partnerships with companies around
 2 the globe to create products featuring WWE’s marks and logos, copyrighted works and
 3 characters in diverse categories, including toys, video games, apparel, housewares, collectibles,
 4 sporting goods, books, and more. WWE-licensed products, created by more than 100 licensees in
 5 more than 100 countries worldwide, are available at all major retailers, including Amazon. WWE
 6 is a nearly \$1 billion global brand at retail annually.



7 7. WWE owns, manages, enforces, licenses, and maintains IP, including various
 8 trademarks. Relevant to this Complaint, WWE owns the following registered trademarks
 9 (“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)
	4,727,923 (IC 18)

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 Undisputed Championship	VA 1-888-109
WWE Smoking Skull World Heavyweight Championship	VA 1-888-133
WWE United States Championship	VA 1-888-121
WWE Championship Big Logo (New Logo)	VA 1-939-754
WWE Attitude Era World Heavyweight Championship	VA 1-888-131
WWE Logo	VA 1-786-384
Historic Scratch Logo	VA 2-258-636
WWE Network Logo (color)	VA 1-902-842
WWE Network Logo (black & white)	VA 1-946-951

True and correct copies of the copyright registrations for the WWE Copyrights are attached as **Exhibit C**. The below photo reflects the WWE Undisputed Championship belt artistic work registered under Copyright Number VA 1-888-109, as depicted in the deposit provided to the U.S. Copyright Office:



1 The below photo reflects the WWE Smoking Skull World Heavyweight Championship belt
2 artistic work registered under Copyright Number VA 1-888-133, as depicted in the deposit
3 provided to the U.S. Copyright Office:



11 The below photo reflects the WWE United States Championship belt artistic work registered
12 under Copyright Number VA 1-888-121, as depicted in the deposit provided to the U.S.
13 Copyright Office:



1 The below photo reflects the WWE Championship Big Logo (New Logo) belt artistic work
2 registered under Copyright Number VA 1-939-754, as depicted in the deposit provided to the
3 U.S. Copyright Office:



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



1 The below photo reflects the WWE Logo artistic work registered under Copyright Number VA
2 1-786-384, as depicted in the deposit provided to the U.S. Copyright Office:



10
11 The below photo reflects the Historic Scratch Logo artistic work registered under Copyright
12 Number VA 2-258-636, as depicted in the deposit provided to the U.S. Copyright Office:



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

23
24
25
26
27



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

10 Copyright Office:



18 10. From April 2020 through January 2022, Defendants advertised, marketed,
19 offered, and sold products in the Amazon Store that infringed the WWE Trademarks, the WWE
20 Historic Trademarks, and/or the WWE Copyrights.

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

1 **II. PARTIES**

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

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

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

12 15. On information and belief, at least one Defendant is an individual or entity doing
13 business as “Regalia Craft PK” (referred to herein as the “Regalia Craft PK Defendant” or
14 “Regalia Craft PK Selling Account”). On further information and belief, the individual or entity
15 behind the Regalia Craft PK Selling Account falsely represented their location as Brampton,
16 Ontario, Canada, and has registered additional false information with Amazon as part of a
17 scheme to mislead Plaintiffs. Hence, the true identity of the Regalia Craft PK Defendant is
18 presently unknown. On further information and belief, the Regalia Craft PK Defendant
19 personally participated in and/or had the right and ability to supervise, direct, and control the
20 wrongful conduct alleged in this Complaint, and derived a direct financial benefit from that
21 wrongful conduct.

22 16. On information and belief, at least one Defendant is an individual or entity doing
23 business as “Leatherright” (referred to herein as the “Leatherright Defendant” or “Leatherright
24 Selling Account”). On further information and belief, the individual or entity behind the
25 Leatherright Selling Account falsely represented their location as Brampton, Ontario, Canada,
26 and has registered additional false information with Amazon as part of a scheme to mislead
27 Plaintiffs. Hence, the true identity of the Leatherright Defendant is presently unknown. On

1 further information and belief, the Leatherright Defendant personally participated in and/or had
2 the right and ability to supervise, direct, and control the wrongful conduct alleged in this
3 Complaint, and derived a direct financial benefit from that wrongful conduct.

4 17. On information and belief, Defendants Does 1-10 (the “Doe Defendants”) are
5 individuals and entities working in active concert with each other and the Regalia Craft PK
6 Defendant, and/or the Leatherright Defendant to knowingly and willfully manufacture, import,
7 advertise, market, offer, and sell counterfeit and/or infringing WWE products. The identities of
8 the Doe Defendants are presently unknown to Plaintiffs.

9 III. JURISDICTION AND VENUE

10 18. The Court has subject matter jurisdiction over WWE’s claims for trademark
11 infringement and copyright infringement, and Amazon’s and WWE’s claims for false
12 designation and false advertising, pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and
13 1338(a). The Court has subject matter jurisdiction over Amazon’s breach of contract claim and
14 Amazon’s and WWE’s claims for violation of the Washington Consumer Protection Act
15 pursuant to 28 U.S.C. §§ 1332 and 1367.

16 19. The Court has personal jurisdiction over all Defendants because they transacted
17 business and committed tortious acts within and directed to the State of Washington, and
18 Amazon’s and WWE’s claims arise from those activities. Defendants affirmatively undertook to
19 do business with Amazon, a corporation with its principal place of business in Washington, and
20 sold in the Amazon Store products that infringed the WWE Trademarks, the WWE Historic
21 Trademarks, and/or the WWE Copyrights, and which otherwise infringed WWE’s IP. The
22 Regalia Craft PK Defendant shipped infringing products to consumers in Washington. Each of
23 the Defendants committed, or facilitated the commission of, tortious acts in Washington and has
24 wrongfully caused Amazon and WWE substantial injury in Washington.

25 20. Further, Defendants have consented to the jurisdiction of this Court by agreeing to
26 the Amazon Services Business Solutions Agreement (“BSA”), which provides that the
27 “Governing Courts” for claims to enjoin infringement or misuse of IP rights and claims related to

1 the sale of infringing products in the Amazon Store are the state or federal courts located in King
2 County, Washington.

3 21. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a
4 substantial part of the events giving rise to the claims occurred in the Western District of
5 Washington. Venue is also proper in this Court because Defendants consented to it under the
6 BSA.

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

10 **IV. FACTS**

11 **A. Amazon's Efforts to Prevent the Sale of Infringing Goods**

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

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

25 25. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly
26 innovating on behalf of customers and working with brands, manufacturers, rights owners, and
27 others to improve the detection and prevention of counterfeit and infringing products from ever

1 being offered to customers in Amazon's stores. Amazon employs dedicated teams of software
2 engineers, research scientists, program managers, and investigators to prevent counterfeit and
3 infringing products from being offered in Amazon's stores. Amazon's systems automatically and
4 continuously scan thousands of data points to detect and remove counterfeit and infringing
5 products from its stores and to terminate the selling accounts of bad actors before they can offer
6 such products. When Amazon identifies issues based on this feedback, it takes action to address
7 them. Amazon also uses this intelligence to improve its proactive prevention controls.

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

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

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

1 protections removed more than 1,000 listings through scaled technology and machine learning,
2 stopping those listings from appearing in Amazon's stores.

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

14 30. Once a seller begins selling in Amazon's stores, Amazon continues to monitor the
15 selling account's activities for risks. If Amazon identifies a bad actor, it closes that actor's selling
16 account, withholds funds disbursement, and investigates whether other accounts are involved in
17 unlawful activities.

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

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

23 32. WWE goes to great lengths to protect consumers from counterfeit and infringing
24 products, and is committed to leading efforts to combat such products. WWE's robust and
25 aggressive IP enforcement program utilizes both internal and external resources to combat
26 counterfeit and infringing products online as well as in physical points of sale. This includes
27 trained internal staff who consistently monitor online retailer sites around the world for IP

1 infringements and counterfeit sellers. WWE also works with a number of third-party brand
2 protection service vendors on the detection and removal of product listings violating WWE’s IP
3 rights. In addition, for more than a decade WWE has worked with its own hologram partners
4 who provide security authentication products and services for WWE-licensed products sold
5 worldwide.

6 33. When WWE is alerted to a suspected counterfeit or otherwise infringing product,
7 it promptly investigates the matter and takes appropriate action.

8 34. WWE is currently enrolled in Amazon Brand Registry and Project Zero. WWE
9 used these tools to combat the infringing activity described in this Complaint.

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

12 35. Defendants controlled and operated the Regalia Craft PK Selling Account and
13 Leatherright Selling Account as detailed in Section D below through which they sought to
14 advertise, market, sell, and distribute counterfeit and/or infringing WWE products. In connection
15 with this Selling Account, Defendants provided names, email addresses, and banking
16 information for the account. On information and belief, Defendants took active steps to mislead
17 Amazon and conceal their true location and identities by providing false information.

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

25 37. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit
26 goods as “deceptive, fraudulent, or illegal activity” in violation of Amazon’s policies, reserving
27 the right to withhold payments and terminate the account of any seller who engages in such

1 conduct. Ex. B, ¶¶ 2-3. The BSA requires the seller to defend, indemnify and hold Amazon
2 harmless against any claims or losses arising from the seller’s “actual or alleged infringement of
3 any Intellectual Property Rights.” *Id.* ¶ 6.1.

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

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

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

14 *Id.*

15 39. Amazon’s Anti-Counterfeiting Policy further describes Amazon’s commitment to
16 preventing the sale and distribution of counterfeit and infringing goods in the Amazon Store
17 together with the consequences of doing so:

- 18 • **Sell Only Authentic and Legal Products.** It is your responsibility to source,
19 sell, and fulfill only authentic products that are legal for sale. Examples of
20 prohibited products include:
 - 21 ○ Bootlegs, fakes, or pirated copies of products or content
 - 22 ○ Products that have been illegally replicated, reproduced, or manufactured
 - 23 ○ Products that infringe another party’s intellectual property rights
- 24 • **Maintain and Provide Inventory Records.** Amazon may request that you
25 provide documentation (such as invoices) showing the authenticity of your
26 products or your authorization to list them for sale. You may remove pricing
27 information from these documents, but providing documents that have been
edited in any other way or that are misleading is a violation of this policy and
will lead to enforcement against your account.
- **Consequences of Selling Inauthentic Products.** If you sell inauthentic
products, we may immediately suspend or terminate your Amazon selling

1 account (and any related accounts), destroy any inauthentic products in our
2 fulfillment centers at your expense, and/or withhold payments to you.

- 3 • Amazon Takes Action to Protect Customers and Rights Owners. Amazon also
4 works with manufacturers, rights holders, content owners, vendors, and sellers
5 to improve the ways we detect and prevent inauthentic products from reaching
6 our customers. As a result of our detection and enforcement activities,
7 Amazon may:
 - 8 ○ Remove suspect listings.
 - 9 ○ Take legal action against parties who knowingly violate this policy and
10 harm our customers. In addition to criminal fines and imprisonment,
11 sellers and suppliers of inauthentic products may face civil penalties
12 including the loss of any amounts received from the sale of inauthentic
13 products, the damage or harm sustained by the rights holders, statutory
14 and other damages, and attorney’s fees.
- 15 • Reporting Inauthentic Products. We stand behind the products sold on our site
16 with our A-to-z Guarantee, and we encourage rights owners who have product
17 authenticity concerns to notify us. We will promptly investigate and take all
18 appropriate actions to protect customers, sellers, and rights holders. You may
19 view counterfeit complaints on the Account Health page in Seller Central.

20 *Id.*

21 40. When they registered as a third-party seller in the Amazon Store and established
22 the Regalia Craft PK Selling Account and the Leatherright Selling Account, Defendants agreed
23 not to advertise, market, offer, sell, or distribute counterfeit or infringing products.

24 **D. Test Purchases from Regalia Craft PK Selling Account and Leatherright
25 Selling Account and Review of Their Amazon Store Listings**

26 41. From April 2020 through January 2022, Defendants advertised, marketed,
27 offered, and sold counterfeit and/or infringing WWE-branded products in the Amazon Store.

42. At all times described herein, the Regalia Craft PK Selling Account was
controlled and operated by the Regalia Craft PK Defendant and, on information and belief, other
unknown parties.

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

44. On October 27, 2021, Amazon conducted a test purchase from the Regalia Craft
PK Selling Account for what was advertised as “Undisputed World Wrestling Championship
Gold Plated Big Adult Size Black Genuine Leather Replica Zinc Belt with WW logo.”

1 Defendants shipped to Amazon investigators a product that bore counterfeits of the WWE
2 Trademarks. The product also included replications of the materials protected by the WWE
3 Copyrights. WWE examined the product and determined it is counterfeit. A depiction comparing
4 the counterfeit product supplied by Defendants with an authentic version of the product follows:

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



14 *Figure 2: an image of a genuine WWE Undisputed Championship Replica Belt:*



22
23 45. On January 1, 2022, Amazon conducted a test purchase from the Leatherright
24 Selling Account for what was advertised as “WWF STONE COLD Smoking Skull
25 Championship Leather Belt Replica 4mm Zinc Metal Plated.” Defendants shipped to Amazon
26 investigators a product that bore logos that are confusingly similar to the WWE Historic
27 Trademarks. The product also included replications of the materials protected by the WWE

1 Copyrights. WWE examined the product and determined it is inauthentic. A depiction comparing
2 the infringing product supplied by Defendants with an authentic version of the product follows:

3 *Figure 3: an image of the product sold by Defendants:*



12
13 *Figure 4: an image of a genuine WWE Smoking Skull World Heavyweight Championship belt:*



22
23 46. On January 1, 2022, Amazon conducted a test purchase from the Leatherright
24 Selling Account for what was advertised as “Grid Era Sports New Classic Gold Winged Eagle
25 Championship Belt 4mm Zinc Dual Gold Plated.” Defendants shipped to Amazon investigators a
26 product that bore logos that are confusingly similar to the WWE Historic Trademarks. WWE
27

1 examined the product and determined it is inauthentic. A depiction comparing the infringing
2 product supplied by Defendants with an authentic version of the product follows:

3 *Figure 5: an image of the product sold by Defendants:*



12
13 *Figure 6: an image of a genuine WWE Winged Eagle Championship Title belt:*



23 47. On April 27, 2022, WWE reviewed images the Regalia Craft PK Defendant
24 uploaded to the Amazon Store for the product listing “WWE United States Wrestling
25 Championship Belt Adult Size (Replica)” that it sold through the Regalia Craft PK Selling
26 Account. Based on a review of those images, WWE was able to determine that the product in the
27 images displayed counterfeits of the WWE Trademarks. The product also included replications

1 of the materials protected by the WWE Copyrights. A depiction comparing an image of the
2 counterfeit product uploaded by Defendants with an authentic version of the product follows:

3 *Figure 6: an image from the product listing page of the product uploaded to the*
4 *Amazon Store by Defendants:*



14
15 *Figure 7: an image of a genuine WWE United States Wrestling Championship belt:*



26 48. On April 27, 2022, WWE reviewed images the Regalia Craft PK Defendant
27 uploaded to the Amazon Store for the product listing "NEW WWE Blue Universal

1 Championship Belt Adult Size Wrestling Replica Title” that it sold through the Regalia Craft PK
2 Selling Account. Based on a review of those images, WWE was able to determine that the
3 product in the images displayed counterfeits of the WWE Trademarks. The product also included
4 replications of the materials protected by the WWE Copyrights. A depiction comparing an image
5 of the counterfeit product uploaded by Defendants with an authentic version of the product
6 follows:

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



1 *Figure 9: an image of a genuine WWE Championship Big Logo (New Logo) belt:*



14 49. On April 27, 2022, WWE reviewed images the Regalia Craft PK Defendant
15 uploaded to the Amazon Store for the product listing “New WWE Blue Universal Championship
16 Belt Adult Size Wrestling 4 MM Brass (Replica)” that it sold through the Regalia Craft PK
17 Selling Account. Based on a review of those images, WWE was able to determine that the
18 product in the images displayed counterfeits of the WWE Trademarks. The product also included
19 replications of the materials protected by the WWE Copyrights. Figure 9 above shows a
20 depiction of an authentic version of the product, and an image of the counterfeit product
21 uploaded to the Amazon store by Defendants follows:

1 *Figure 10: an image from the product listing page of the product uploaded to the Amazon*
2 *Store by Defendants:*



8 50. On April 27, 2022, WWE reviewed images the Regalia Craft PK Defendant
9 uploaded to the Amazon Store for the product listing “Regalia Craft WWE United States
10 Wrestling Championship Belt Replica 2mm Brass Plated & GENUINE Real Lather Multi
11 Colour STAP Adult Size Replica” that it sold through the Regalia Craft PK Selling Account.
12 Based on a review of those images, WWE was able to determine that the product in the images
13 displayed counterfeits of the WWE Trademarks. The product also included replications of the
14 materials protected by the WWE Copyrights. A depiction comparing an image of the counterfeit
15 product uploaded by Defendants with an authentic version of the product follows:

16 *Figure 11: an image from the product listing page of the product uploaded to the Amazon*
17 *Store by Defendants:*



1 *Figure 12: an image of a genuine WWE Championship Big Logo (New Logo) belt:*



10
11 51. On April 27, 2022, WWE reviewed images the Regalia Craft PK Defendant
12 uploaded to the Amazon Store for the product listing “Regalia Craft WWE Intercontinental
13 Heavyweight Wrestling Championship Belt Adult Size (Replica)” that it sold through the
14 Regalia Craft PK 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 uploaded by Defendants
18 with an authentic version of the product follows:

19 *Figure 13: an image from the product listing page of the product uploaded to the Amazon*

20 *Store by Defendants:*



1 *Figure 14: an image of a genuine WWE Intercontinental Championship Replica Title belt:*



9 52. On April 27, 2022, WWE reviewed images for the product listing “BIG EAGLE
10 Block Logo Championship Wrestling Belt Real Leather Adult Size Belt (2MM BRASS), Multi
11 & Black” through which the Regalia Craft PK Defendant offered for sale and sold products in
12 the Amazon Store under the Regalia Craft PK Selling Account. Based on a review of those
13 images, WWE was able to determine that the product in the images bore logos that are
14 confusingly similar to the WWE Historic Trademarks. The product shown in the images also
15 included replications of the materials protected by the WWE Copyrights. A depiction comparing
16 an image of the infringing product used by Defendants with an authentic version of the product
17 follows:

18 *Figure 15: an image from the product listing page of the product sold by Defendants:*



1 *Figure 14: an image of a genuine WWE Attitude Era World Heavyweight Championship belt:*



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

1 *Figure 17: an image from the product listing page of the product sold by Defendants:*



11 *Figure 18: an image of a genuine WWE Smoking Skull World Heavyweight Championship belt:*



20 54. On information and belief, Defendants operated in concert with one another in
21 their marketing, selling, and distribution of infringing WWE-branded products. Defendants are
22 associated through common physical addresses and IP addresses. Moreover, the box containing
23 the purchase from the Leatherright Selling Account contained a paper with the name and contact
24 information for the Regalia Craft PK Defendant.

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

26 55. By selling counterfeit and infringing WWE products, Defendants falsely
27 represented to Amazon and its customers that the products Defendants sold were genuine

1 products made by WWE. Defendants also knowingly and willfully used WWE's IP in
2 connection with the advertisement, marketing, distribution, offering for sale, and sale of
3 counterfeit and infringing WWE products.

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

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

14 **V. CLAIMS**

15 **FIRST CLAIM**

16 *(by WWE against all Defendants)*

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

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

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

22 60. 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.

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

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

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

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

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

25 65. Plaintiff WWE incorporates by reference the allegations of the preceding
26 paragraphs as though set forth herein.

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

1 67. Defendants have infringed the WWE Copyrights by reproducing, distributing
2 copies of, publicly displaying, and/or creating derivative works of the copyrighted materials
3 protected by the WWE Copyrights without WWE's authorization.

4 68. Defendants' conduct has been deliberate and willful within the meaning of 17
5 U.S.C. § 504.

6 69. Defendants have committed, and continue to commit, acts constituting
7 infringement of the WWE Copyrights.

8 70. Defendants derive a financial benefit directly attributable to the infringement of
9 WWE's Copyrights.

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

13 72. The award of statutory damages should be enhanced in accordance with 17 U.S.C.
14 § 504(c)(2).

15 73. WWE is further entitled to its attorney's fees and full costs pursuant to 17 U.S.C.
16 § 505.

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

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

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

1 76. WWE owns the WWE Trademarks and WWE Historic Trademarks and
2 advertises, markets, offers, and sells its products using the trademarks described above and uses
3 the trademarks to distinguish its products from the products and related items of others in the
4 same or related fields.

5 77. Because of WWE's long, continuous, and exclusive use of the WWE Trademarks
6 and WWE Historic Trademarks, they have come to mean, and are understood by customers, end
7 users, and the public, to signify products from WWE.

8 78. Defendants' wrongful conduct includes the infringement of the WWE
9 Trademarks and WWE Historic Trademarks in connection with Defendants' commercial
10 advertising or promotion, and offering for sale and sale, of counterfeit and/or infringing WWE
11 products in interstate commerce.

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

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

23 81. Defendants' conduct also constitutes willful false statements in connection with
24 goods and/or services distributed in interstate commerce in violation of 15 U.S.C.
25 § 1125(a)(1)(B).

26 82. WWE is entitled to an injunction against Defendants, their officers, agents,
27 representatives, servants, employees, successors, and assigns, and all other persons in active

1 concert or participation with them, as set forth in the Prayer for Relief below. Defendants' acts
2 have caused irreparable injury to WWE that, on information and belief, is continuing. An award
3 of monetary damages cannot fully compensate WWE for its injuries, and WWE lacks an
4 adequate remedy at law.

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

9 **FOURTH CLAIM**

10 *(by Amazon against all Defendants)*

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

12 84. Plaintiff Amazon incorporates by reference the allegations of the preceding
13 paragraphs as though set forth herein.

14 85. Amazon's reputation for trustworthiness is at the heart of its relationship with
15 customers. Defendants' actions in selling counterfeit and/or infringing products pose a threat to
16 Amazon's reputation because they undermine and jeopardize customer trust in the Amazon
17 Store.

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

24 87. In advertising, marketing, offering, and selling counterfeit and/or infringing
25 WWE products in the Amazon Store, Defendants made false and misleading statements of fact
26 about the origin, sponsorship, or approval of those products in violation of 15 U.S.C. §
27 1125(a)(1)(A).

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

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

13 90. Amazon 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.

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

20 **FIFTH CLAIM**

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

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

23 92. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as
24 though set forth herein.

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

1 94. Defendants' advertising, marketing, offering, distribution, and sale of counterfeit
2 and/or infringing WWE products harm the public interest by deceiving customers about the
3 authenticity, origins, and sponsorship of the products.

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

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

11 **SIXTH CLAIM**
12 ***(by Amazon.com Services LLC against the Regalia Craft PK Defendant)***
13 **Breach of Contract**

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

16 98. The Regalia Craft PK Defendant established an Amazon Selling Account and
17 entered into Amazon's BSA, a binding and enforceable contract between the Regalia Craft PK
18 Defendant and Amazon. The Regalia Craft PK Defendant also contractually agreed to be bound
19 by the Anti-Counterfeiting Policy and other policies as maintained in the Amazon seller website.

20 99. Amazon performed all obligations required of it under the terms of the contract
21 with Defendants or was excused from doing so.

22 100. The Regalia Craft PK Defendant's sale and distribution of counterfeit WWE
23 products materially breached the BSA and the Anti-Counterfeiting Policy in numerous ways.
24 Among other things, Regalia Craft PK Defendant's conduct constitutes infringement and misuse
25 of the IP rights of WWE.

26 101. The Regalia Craft PK Defendant's breaches have caused significant harm to
27 Amazon, and Amazon is entitled to damages in an amount to be determined at trial.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for the following relief:

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

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

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

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

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

E. That Defendants be required to pay all general, special, and actual damages that Plaintiffs have sustained, or will sustain as a consequence of Defendants' breaches and unlawful acts, or WWE's statutory damages, and that WWE's damages be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117(b), 17 U.S.C. § 504(c), RCW 19.86.020, or otherwise

1 allowed by law, and that Amazon's damages related to Defendants' activities involving the sale
2 of counterfeit products be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117(b),
3 RCW 19.86.020, or otherwise allowed by law;

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

6 G. That Defendants be required to pay the costs of this action and Plaintiffs'
7 reasonable attorney's fees incurred in prosecuting this action, as provided for by 15 U.S.C.
8 § 1117, 17 U.S.C. § 505, RCW 19.86.020, or otherwise allowed by law;

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

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

15 DATED this 30th day of August, 2022.

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