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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 MAXAN INTERNATIONAL; 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 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)

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

19 8. WWE further owns the following registered trademarks relevant to this Complaint  
 20 (“WWE Historic Trademarks”).  
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<u>Mark</u>	<u>Registration No. (International Classes)</u>
	1,348,618 (IC 41)

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	1,574,169 (IC 16)
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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 Attitude Era World Heavyweight Championship	VA 1-888-131
WWE Smoking Skull World Heavyweight Championship	VA 1-888-133
Historic Scratch Logo	VA 2-258-636

True and correct copies of the copyright registrations for the WWE Copyrights are attached as **Exhibit C**. The below photo reflects the WWE Attitude Era World Heavyweight Championship belt artistic work registered under Copyright Number VA 1-888-131, as depicted in the deposit provided to the U.S. Copyright Office:



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The below photo reflects the WWE Smoking Skull World Heavyweight Championship belt artistic work registered under Copyright Number VA 1-888-133, 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:



10. From April 2021 through December 2021, Defendants advertised, marketed, offered, and sold products in the Amazon Store that infringed the WWE Trademarks, the WWE Historic Trademarks, and/or the WWE Copyrights.

11. As a result of their illegal actions, Defendants have infringed and misused WWE's IP; willfully deceived and harmed Amazon, WWE, and their customers; compromised the integrity of the Amazon Store; and undermined the trust that customers place in Amazon and WWE. Defendants' illegal actions have caused Amazon and WWE to expend significant

1 resources to investigate and combat Defendants’ wrongdoing and to bring this lawsuit to prevent  
2 Defendants from inflicting future harm to 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 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 “Maxan International” (referred to herein as the “Maxan Defendant” or “Maxan  
16 Selling Account”). On further information and belief, the individual or entity behind the Maxan  
17 Selling Account falsely represented their location as North York, Ontario, Canada, and has  
18 registered additional false information with Amazon as part of a scheme to mislead Plaintiffs.  
19 Hence, the true identity of the Maxan Defendant is presently unknown. On further information  
20 and belief, the Maxan Defendant personally participated in and/or had the right and ability to  
21 supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a  
22 direct financial benefit from that wrongful conduct.

23 16. On information and belief, Defendants Does 1-10 (the “Doe Defendants”) are  
24 individuals and entities working in active concert with each other and the Maxan Defendant to  
25 knowingly and willfully manufacture, import, advertise, market, offer, and sell infringing WWE  
26 products. The identities of the Doe Defendants are presently unknown to Plaintiffs.

**III. JURISDICTION AND VENUE**

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

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

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

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

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

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

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

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

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

25. In 2017, Amazon launched the Amazon Brand Registry, a free service to any rights owner with a government-registered trademark, regardless of the brand’s relationship with



1 Amazon. Brand Registry delivers automated brand protections that use machine learning to  
2 predict infringement and proactively protect brands' IP. Brand Registry also provides a powerful  
3 Report a Violation Tool that allows brands to search for and accurately report potentially  
4 infringing products using state-of-the-art image search technology. More than 700,000 brands,  
5 including WWE, are enrolled in Brand Registry, and those brands are finding and reporting 99%  
6 fewer suspected infringements since joining Brand Registry.

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

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

21 28. Amazon has robust seller verification processes, deploying industry-leading  
22 technology to analyze hundreds of unique data points and robust processes to verify information  
23 provided by potential sellers. In 2021, Amazon prevented over 2.5 million attempts to create new  
24 selling accounts, stopping bad actors before they published a single product for sale. Amazon is  
25 also constantly innovating on these tools and systems. For example, Amazon requires  
26 prospective sellers to have one-on-one conversations with one of its team members to verify the  
27 seller's identity and documentation, further enhanced through verification of the seller's physical

1 location and payment instruments. Amazon also leverages machine learning models that use  
2 hundreds of data points about the prospective account to detect risk, including relations to  
3 previously-enforced bad actors. These measures have made it more difficult for bad actors to  
4 hide.

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

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

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

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

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

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

1           **C. Defendants Created an Amazon Selling Account and Agreed Not to Sell**  
2           **Infringing Goods**

3           34. Defendants controlled and operated the Maxan Selling Account as detailed in  
4 Section D below through which they sought to advertise, market, sell, and distribute infringing  
5 WWE products. In connection with this Selling Account, Defendants provided names, email  
6 addresses, and banking information for the account. On information and belief, Defendants took  
7 active steps to mislead Amazon and conceal their true location and identities by providing false  
8 information.

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

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

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

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

28 *Id.*

1           37.     Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to  
2 preventing the sale and distribution of infringing goods in the Amazon Store together with the  
3 consequences of doing so:

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

*Id.*

1 38. When they registered as a third-party seller in the Amazon Store and established  
2 the Maxan Selling Account, Defendants agreed not to advertise, market, offer, sell, or distribute  
3 counterfeit or infringing products.

4 **D. Test Purchases from Maxan Selling Account**

5 39. From April 2021 through December 2021, Defendants advertised, marketed,  
6 offered, and sold infringing WWE-branded products in the Amazon Store.

7 40. At all times described herein, the Maxan Selling Account was controlled and  
8 operated by the Maxan Defendant and, on information and belief, other unknown parties.

9 41. On November 2, 2021, Amazon conducted a test purchase from the Maxan  
10 Selling Account for what was advertised as “Smocking Skull Championship Belt Adult Size  
11 Replica.” Defendants shipped to Amazon investigators a product that bore logos that are  
12 confusingly similar to the WWE Historic Trademarks. The product also included replications of  
13 the materials protected by the WWE Copyrights. WWE examined the product and determined it  
14 is inauthentic. A depiction comparing the infringing product supplied by Defendants with an  
15 authentic version of the product follows:

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





1 *Figure 2: an image of a genuine WWE Smoking Skull World Heavyweight Championship belt:*



11 42. On November 2, 2021, Amazon conducted a test purchase from the Maxan  
12 Selling Account for what was advertised as “Stone Cold Smoking Skull Championship Belt with  
13 Snake Skin.” Defendants shipped to Amazon investigators a product that bore logos that are  
14 confusingly similar to the WWE Historic Trademarks. The product also included replications of  
15 the materials protected by the WWE Copyrights. WWE examined the product and determined it  
16 is inauthentic. Figure 2 above shows a depiction of an authentic version of the product, and an  
17 image of the infringing product purchased from Defendants follows:

18 *Figure 3: an image of a product sold by Defendants:*



26  
27 43. On November 2, 2021, Amazon conducted a test purchase from the Maxan

1 Selling Account for what was advertised as “Maxan Replica Big Eagle Wrestling Championship  
2 Title Belt Adult Size.” Defendants shipped to Amazon investigators a product that bore logos  
3 that are confusingly similar to the WWE Historic Trademarks. The product also included  
4 replications of the materials protected by the WWE Copyrights. WWE examined the product and  
5 determined it is inauthentic. A depiction comparing the infringing product supplied by  
6 Defendants with an authentic version of the product follows:

7 *Figure 4: an image of a product sold by Defendants:*



18  
19 *Figure 5: An image of a genuine WWE Attitude Era World Heavyweight Championship belt:*





1  
2 **E. Amazon and WWE Shut Down Defendants' Account**

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

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

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

16 **V. CLAIMS**

17 **FIRST CLAIM**  
18 ***(by WWE against all Defendants)***  
19 **Trademark Infringement – 15 U.S.C. § 1114**

20 47. Plaintiff WWE incorporates by reference the allegations of the preceding  
21 paragraphs as though set forth herein.

22 48. Defendants' activities constitute infringement of the WWE Trademarks and  
23 WWE Historic Trademarks as described in the paragraphs above.

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

1 50. 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 51. 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 52. 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).

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

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

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

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

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

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

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

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

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

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

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

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

*(by WWE against all Defendants)*

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

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

5 65. 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 66. 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 67. 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 infringing WWE products in  
15 interstate commerce.

16 68. 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 69. 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 70. 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 71. 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 72. 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 73. Plaintiff Amazon incorporates by reference the allegations of the preceding  
18 paragraphs as though set forth herein.

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

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

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

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

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

16 79. Amazon is entitled to an injunction against Defendants, their officers, agents,  
17 representatives, servants, employees, successors and assigns, and all other persons in active  
18 concert or participation with them, as set forth in the Prayer for Relief below, along with its  
19 attorneys' fees and costs in investigating and bringing this lawsuit.

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

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

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

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

7 84. 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 its actual damages, trebled.

9 **VI. PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs respectfully pray for the following relief:

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

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

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

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

9 E. That Defendants be required to pay all general, special, and actual damages that  
10 WWE has sustained, or will sustain as a consequence of Defendants' unlawful acts, together with  
11 WWE's statutory damages, and that WWE's damages be enhanced, doubled, or trebled as  
12 provided for by 15 U.S.C. § 1117(b), 17 U.S.C. § 504(c), RCW 19.86.020, or otherwise allowed  
13 by law;

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

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

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

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

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

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