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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 RIZVI BELTS AND MEDALS; 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)

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

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

<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
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:



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



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11 10. From November 2021 through February 2022, Defendants advertised, marketed,
12 offered, and sold products in the Amazon Store that infringed the WWE Trademarks, the WWE
13 Historic Trademarks, and/or the WWE Copyrights.

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

20 **II. PARTIES**

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

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

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

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

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

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

19 III. JURISDICTION AND VENUE

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

25 18. The Court has personal jurisdiction over all Defendants because they transacted
26 business and committed tortious acts within and directed to the State of Washington, and
27 Amazon’s and WWE’s claims arise from those activities. Defendants affirmatively undertook to

1 do business with Amazon, a corporation with its principal place of business in Washington, and
2 sold in the Amazon Store products that infringed the WWE Trademarks, the WWE Historic
3 Trademarks, and/or the WWE Copyrights, and which otherwise infringed WWE’s IP. Each of
4 the Defendants committed, or facilitated the commission of, tortious acts in Washington and has
5 wrongfully caused Amazon and WWE substantial injury in Washington.

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

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

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

18 IV. FACTS

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

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

26 23. A small number of bad actors seek to take advantage of the trust customers place
27 in Amazon by attempting to create Amazon selling accounts to advertise, market, offer, and sell

1 counterfeit or otherwise infringing products. These bad actors seek to misuse and infringe the
2 trademarks and other IP of the true manufacturers of those products to deceive Amazon and its
3 customers. This unlawful and expressly prohibited conduct undermines the trust that customers,
4 sellers, and manufacturers place in Amazon, and tarnishes Amazon's brand and reputation,
5 thereby causing irreparable harm to Amazon.

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

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

24 26. In 2018, Amazon launched Transparency, a product serialization service that
25 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can
26 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,
27 law enforcement, and customers to determine the authenticity of any Transparency-enabled

1 product, regardless of where the product was purchased. In 2021, over 23,000 brands were using
2 Transparency, enabling the protection of more than 750 million product units.

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

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

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

26 30. In addition to the measures discussed above, Amazon actively cooperates with
27 rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in

1 illegal activity. Lawsuits, like this one, are integral components of Amazon's efforts to combat
2 counterfeit and infringing products.

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

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

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

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

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

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

26 35. To become a third-party seller in the Amazon Store, sellers are required to agree
27 to the BSA, which governs the applicant's access to and use of Amazon's services and states

1 Amazon’s rules for selling in the Amazon Store. By entering into the BSA, each seller represents
2 and warrants that it “will comply with all applicable Laws in [the] performance of its obligations
3 and exercise of its rights” under the BSA. A true and correct copy of the applicable version of
4 the BSA, namely, the version Defendants last agreed to when using Amazon’s services, is
5 attached as **Exhibit D**.

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

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

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

18 *Id.*

19 37. Amazon’s Anti-Counterfeiting Policy further describes Amazon’s commitment to
20 preventing the sale and distribution of infringing goods in the Amazon Store together with the
21 consequences of doing so:

- 22 • Sell Only Authentic and Legal Products. It is your responsibility to source,
23 sell, and fulfill only authentic products that are legal for sale. Examples of
24 prohibited products include:
 - 25 ○ Bootlegs, fakes, or pirated copies of products or content
 - 26 ○ Products that have been illegally replicated, reproduced, or manufactured
 - 27 ○ Products that infringe another party’s intellectual property rights
- Maintain and Provide Inventory Records. Amazon may request that you
provide documentation (such as invoices) showing the authenticity of your
products or your authorization to list them for sale. You may remove pricing
information from these documents, but providing documents that have been

1 edited in any other way or that are misleading is a violation of this policy and
2 will lead to enforcement against your account.

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

24 *Id.*

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

28 **D. Test Purchases from Rizvi Belts and Medals Selling Account**

29 39. From November 2021 through February 2022, Defendants advertised, marketed,
30 offered, and sold infringing WWE-branded products in the Amazon Store.

31 40. At all times described herein, the Rizvi Belts and Medals Selling Account was
32 controlled and operated by the Rizvi Belts and Medals Defendant and, on information and belief,
33 other unknown parties.

34 41. On January 28, 2022, Amazon conducted a test purchase from the Rizvi Belts and
35 Medals Selling Account for what was advertised as a "BIG EAGLE Block Logo Championship
36 Wrestling Belt Real Leather Adult Size Belt (2MM BRASS), Multi & Black." Defendants
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1 shipped to Amazon investigators a product that bore logos that are confusingly similar to the
2 WWE Historic Trademarks. The product also included replications of the materials protected by
3 the WWE Copyrights. WWE examined the product and determined it is inauthentic. A depiction
4 comparing the infringing product supplied by Defendants with an authentic version of the
5 product follows:

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



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18 *Figure 2: an image of a genuine WWE Attitude Era Championship replica belt:*



1 48. 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 49. 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 50. 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 51. 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 52. Plaintiff WWE incorporates by reference the allegations of the preceding
27 paragraphs as though set forth herein.

1 53. 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 54. 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 55. Defendants' conduct has been deliberate and willful within the meaning of 17
7 U.S.C. § 504.

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

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

12 58. 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 59. The award of statutory damages should be enhanced in accordance with 17 U.S.C.
16 § 504(c)(2).

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

19 61. 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 (c)
24 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)

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

5 63. 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 64. 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 65. 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 66. 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 67. 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 68. 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 69. 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 70. 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 71. Plaintiff Amazon incorporates by reference the allegations of the preceding
18 paragraphs as though set forth herein.

19 72. 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 73. 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 74. 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 75. 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 76. 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 77. 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 78. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as
24 though set forth herein.

25 79. 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 80. 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 81. 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 82. 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.

10 **VI. PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs respectfully pray for the following relief:

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

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

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

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

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

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

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

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

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

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

1 DATED this 30th day of August, 2022.

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