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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.

MEHMOOD QAISER, an individual; SHAHEEN GUL, an individual; AMEN QUALITY GOODS LLC, a New Jersey limited liability company, individually and collectively doing business as JHOL, as well as individually and collectively doing business as HOUSEOFSCOTLAND, an individual or entity doing business as HOUSEOFSCOTLAND; and DOES 1-10,

Defendants.

No.

**COMPLAINT FOR DAMAGES  
AND EQUITABLE RELIEF**

**I. INTRODUCTION**

1. This case involves the Defendants’ unlawful and expressly prohibited sale of counterfeit and/or infringing World Wrestling Entertainment, Inc. (“WWE”) brand replica championship title belts in the Amazon.com store (the “Amazon Store”). Amazon.com, Inc., and Amazon.com Services LLC (collectively, “Amazon”) and WWE (collectively with Amazon, “Plaintiffs”) jointly bring this lawsuit to permanently prevent and enjoin Defendants from

1 causing future harm to Amazon’s and WWE’s customers, reputations, and intellectual property  
2 (“IP”), and to hold Defendants accountable for their illegal actions.

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

13           3. WWE is an integrated media organization and recognized leader in global  
14 entertainment. WWE consists of a portfolio of businesses that create and deliver original content  
15 52 weeks a year to a global audience and is committed to family-friendly entertainment on its  
16 television programming, premium live events, digital media, and publishing platforms.






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






23           5. WWE also has a worldwide consumer products division. WWE’s direct-to-  
24 consumer merchandise operation—which consists of a global network of WWE Shop e-  
25 commerce sites and venue merchandising business—designs, sources, markets, and distributes  
26 numerous WWE-branded products, such as apparel, accessories, toys, championship title belts,  
27

1 and many other items. In the fourth quarter of 2021, WWE’s direct-to-consumer merchandise  
 2 generated approximately \$14M in sales.

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



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

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

1 2 3 4 5 6 7 8 9 10 11 12 13 14		3,541,936 (IC 18)
		3,538,710 (IC 25)
		3,489,357 (IC 28)
		3,042,792 (IC 25)
		3,473,626 (IC 28)

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

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

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

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

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

<u>Copyright Title</u>	<u>Copyright Number</u>
WWE Championship Spinner	VA 1-888-114
WWE Championship Big Logo (New Logo)	VA 1-939-754
WWE Smoking Skull World Heavyweight Championship	VA 1-888-133
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

1 True and correct copies of the copyright registrations for the WWE Copyrights are attached as  
2 **Exhibit C**. The below photo reflects the WWE Championship Spinner belt artistic work  
3 registered under Copyright Number VA 1-888-114, as depicted in the deposit provided to the  
4 U.S. Copyright Office:



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



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



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



12  
13 The below photo reflects the WWE Logo artistic work registered under Copyright Number VA  
14 1-786-384, as depicted in the deposit provided to the U.S. Copyright Office:



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



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



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



21 10. From December 2019 through January 2022, Defendants advertised, marketed,  
22 offered, and sold products in the Amazon Store that infringed the WWE Trademarks, the WWE  
23 Historic Trademarks, and/or the WWE Copyrights.

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



1 Amazon and WWE to expend significant resources to investigate and combat Defendants'  
2 wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to  
3 Amazon, WWE, and their customers.

## 4 II. PARTIES

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

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

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

15 15. On information and belief, Defendant Mehmood Qaiser, d/b/a JHOL, d/b/a  
16 HouseOfScotland, is an individual who resides in Middlesex County, New Jersey, who  
17 personally participated in and/or had the right and ability to supervise, direct, and control the  
18 wrongful conduct alleged in this Complaint, including the selling account in the Amazon Store  
19 with the name "JHOL" (referred to herein as the or "JHOL Selling Account") and, for at least a  
20 period of time, the HouseOfScotland Selling Account (as defined below), and derived a direct  
21 financial benefit from that wrongful conduct. On information and belief, Defendant Qaiser is the  
22 spouse of Defendant Shaheen Gul.

23 16. On information and belief, Defendant Shaheen Gul, d/b/a JHOL, d/b/a  
24 HouseOfScotland, is an individual who resides in Middlesex County, New Jersey, who  
25 personally participated in and/or had the right and ability to supervise, direct, and control the  
26 wrongful conduct alleged in this Complaint, including the selling account in the Amazon Store  
27 with the name "JHOL" (referred to herein as the or "JHOL Selling Account") and, for at least a

1 period of time, the HouseOfScotland Selling Account (as defined below), and derived a direct  
2 financial benefit from that wrongful conduct. On information and belief, defendant Gul is the  
3 spouse of Defendant Qaiser.

4 17. On information and belief, Defendant Amen Quality Goods LLC, d/b/a JHOL,  
5 d/b/a HouseOfScotland, is a New Jersey limited liability company owned, operated, managed  
6 and controlled by the individual Defendants who are also its members and managers. On  
7 information and belief, Defendant Amen Quality Goods has the right and ability to supervise,  
8 direct, and control the wrongful conduct alleged in this Complaint, including the JHOL Selling  
9 Account and, for at least a period of time, the HouseOfScotland Selling Account (as defined  
10 below), and derived a direct financial benefit from that wrongful conduct.

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

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

1 **III. JURISDICTION AND VENUE**

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

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

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

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

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

1 **IV. FACTS**

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

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

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

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

26 28. In 2017, Amazon launched the Amazon Brand Registry, a free service to any  
27 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 29. 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 30. 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 31. 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 32. 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 33. 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 34. 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 35. When WWE is alerted to a suspected counterfeit or otherwise infringing product,  
25 it promptly investigates the matter and takes appropriate action.

26 36. 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 Amazon Selling Accounts and Agreed Not to Sell**  
2           **Counterfeit or Infringing Goods**

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

9           38. 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. True and correct copies of the applicable versions of  
14 the BSA, namely, the versions Defendants last agreed to when using Amazon's services, are  
15 attached as **Exhibit D**.

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

22           40. Additionally, the BSA incorporates, and sellers therefore agree to be bound by,  
23 Amazon's Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit E**.  
24 The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit and infringing goods in  
25 the Amazon Store:

- 26           • The sale of counterfeit products is strictly prohibited.
- 27

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

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

8 *Id.*

9 41. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to  
10 preventing the sale and distribution of counterfeit and infringing goods in the Amazon Store  
11 together with the consequences of doing so:

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



1 products, the damage or harm sustained by the rights holders, statutory  
2 and other damages, and attorney's fees.

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

8 *Id.*

9 42. When they registered as third-party sellers in the Amazon Store and established  
10 the JHOL Selling Account and HouseOfScotland Selling Account, Defendants agreed not to  
11 advertise, market, offer, sell, or distribute counterfeit or infringing products.

12 **D. Test Purchase from HouseOfScotland Selling Account and Review of its  
13 Amazon Store Listings, and Test Purchases from the JHOL Selling Account**

14 43. From December 2019 to January 2022, Defendants advertised, marketed, offered,  
15 and sold counterfeit and/or infringing WWE-branded products in the Amazon Store.

16 44. At all times described herein, the HouseOfScotland Selling Account was  
17 controlled and operated by the HouseOfScotland Defendant, the named Defendants, and, on  
18 information and belief, other unknown parties.

19 45. On October 27, 2021, Amazon conducted a test purchase from the  
20 HouseOfScotland Selling Account for what was advertised as "WWE Adult Size World  
21 Heavyweight Version 2 Replica Wrestling Belt." Defendants shipped to Amazon investigators a  
22 product that bore counterfeits of the WWE Trademarks. The product also included replications  
23 of the materials protected by the WWE Copyrights. WWE examined the product and determined  
24 it is counterfeit. A depiction comparing the counterfeit product supplied by Defendants with an  
25 authentic version of the product follows:  
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*Figure 1: an image of the product sold by Defendants:*



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*Figure 2: an image of a genuine WWE World Heavyweight Champion Replica Title Belt:*



22 46. On April 27, 2022, WWE reviewed images for the product listing “Edge Big Gold  
23 World Heavy Weight Wrestling Champion Replica Belt Adult Size” through which the  
24 HouseOfScotland Defendant offered for sale and sold products in the Amazon Store under the  
25 HouseOfScotland Selling Account. Based on a review of those images, WWE was able to  
26 determine that the product in the images displayed counterfeits of the WWE Trademarks. The  
27 product also included replications of the materials protected by the WWE Copyrights. Figure 2

1 above shows a depiction of an authentic version of the product, and an image of the counterfeit  
2 product uploaded to the Amazon store and used by Defendants follows:

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



11 47. On April 27, 2022, WWE reviewed images for the product listing “Ray’s  
12 Undertaker The Phenom Wrestling Champion with Wood Case Replica Belt, Adult Size”  
13 through which the HouseOfScotland Defendant offered for sale and sold products in the Amazon  
14 Store under the HouseOfScotland Selling Account. Based on a review of those images, WWE  
15 was able to determine that the product in the images displayed counterfeits of the WWE  
16 Trademarks. The product shown in the images also included replications of the materials  
17 protected by the WWE Copyrights. Specifically, at the top of the belt’s main plate above the  
18 word UNDERTAKER and in the middle of each of the plates to the left and right of the main  
19 plate, the belt displays identical copies of WWE’s WWE Network Logo trademark and WWE  
20 Network Logo (black & white) copyright, which have trademark Registration Numbers  
21 4,675,657 and 4,727,923, and Copyright Registration Number VA 1-946-951, respectively, as  
22 provided in paragraphs 7 and 8 above. A depiction of the counterfeit product follows:

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



9 48. On April 27, 2022, WWE reviewed images for the product listing “WWE John  
10 Cena Raw Championship Adult Size Replica Spinner Belt” through which the HouseOfScotland  
11 Defendant offered for sale and sold products in the Amazon Store under the HouseOfScotland  
12 Selling Account. Based on a review of those images, WWE was able to determine that the  
13 product in the images displayed counterfeits of the WWE Trademarks. The product shown in the  
14 images also included replications of the materials protected by the WWE Copyrights. A  
15 depiction comparing an image of the counterfeit product used by Defendants with an authentic  
16 version of the product follows:

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



1 *Figure 6: an image of a genuine WWE Championship Spinner Replica Title belt:*



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8 49. On April 27, 2022, WWE reviewed images for the product listing “Regalia Craft  
9 Replica WWF Intercontinental Heavyweight Wrestling Champion Belt Adult Size, 2mm”  
10 through which the HouseOfScotland Defendant offered for sale and sold products in the Amazon  
11 Store under the HouseOfScotland Selling Account. Based on a review of those images, WWE  
12 was able to determine that the product in the images bore logos that are confusingly similar to  
13 the WWE Historic Trademarks. A depiction comparing an image of the infringing product used  
14 by Defendants with an authentic version of the product follows:

15 *Figure 7: an image from the product listing page of the product sold by Defendants:*



1 *Figure 8: an image of a genuine WWE Intercontinental Championship Replica Title belt:*



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

18 *Figure 9: an image from the product listing page of the product sold by Defendants:*



1 *Figure 10: an image of a genuine WWE Championship Big Logo (New Logo) belt:*



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

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



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



9 52. On April 27, 2022, WWE reviewed images for the product listing “Fandu Belts  
10 2018 Imperfect Tag Team Heavyweight Championship Belt Wrestling Title 8MM Thick 7.7 lbs”  
11 through which the HouseOfScotland Defendant offered for sale and sold products in the Amazon  
12 Store under the HouseOfScotland Selling Account. Based on a review of those images, WWE  
13 was able to determine that the product in the images bore logos that are confusingly similar to  
14 the WWE Historic Trademarks. A depiction comparing an image of the infringing product used  
15 by Defendants with an authentic version of the product follows:

16 *Figure 13: 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 Tag Team Championship*  
2 *Replica Title belt:*



10 53. At all times described herein, the JHOL Selling Account was controlled and  
11 operated by the named Defendants and, on information and belief, other unknown parties.

12 54. On October 25, 2021, Amazon conducted a test purchase from the JHOL Selling  
13 Account for what was advertised as “Maxan Replica Big Eagle Wrestling Championship Title  
14 Belt Adult Size.” Defendants shipped to Amazon investigators a product that bore logos that are  
15 confusingly similar to the WWE Historic Trademarks. The product also included replications of  
16 the materials protected by the WWE Copyrights. WWE examined the product and determined it  
17 is inauthentic. A depiction comparing the product supplied by Defendants with an authentic  
18 version of the product follows:

19 *Figure 15: an image of the product sold by Defendants:*



1 *Figure 16: an image of a genuine WWE Attitude Era World Heavyweight Championship belt:*



10 55. On October 25, 2021, Amazon conducted a test purchase from the JHOL Selling  
11 Account for a product that was advertised as “Stone Cold Smoking Skull Championship Belt  
12 with Snake Skin,” and a product that was advertised as “Replica Smoking Skull World  
13 Heavyweight Wrestling Championship Belt.” Defendants shipped to Amazon investigators two  
14 products that bore logos that are confusingly similar to the WWE Historic Trademarks. The  
15 products also included replications of the materials protected by the WWE Copyrights. WWE  
16 examined the products and determined they are inauthentic. A depiction comparing the products  
17 supplied by Defendants with an authentic version of the product follows:

18 *Figure 17: an image of the product sold by Defendants:*



1 *Figure 18: an image of the product sold by Defendants:*



7  
8 *Figure 18: an image of a genuine WWE Smoking Skull World Heavyweight Championship belt:*



17 **E. Amazon and WWE Shut Down Defendants' Accounts**

18 56. By selling counterfeit and infringing WWE products, Defendants falsely  
19 represented to Amazon and its customers that the products Defendants sold were genuine  
20 products made by WWE. Defendants also knowingly and willfully used WWE's IP in  
21 connection with the advertisement, marketing, distribution, offering for sale, and sale of  
22 counterfeit and infringing WWE products.

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

1 58. Amazon, after receiving notice from WWE, verified Defendants' unlawful sale of  
2 counterfeit and infringing WWE products and blocked the JHOL Selling Account and  
3 HouseOfScotland Selling Account. In doing so, Amazon exercised its rights under the BSA to  
4 protect customers and the reputations of Amazon and WWE.

5 **V. CLAIMS**

6 **FIRST CLAIM**  
7 ***(by WWE against all Defendants)***  
8 **Trademark Infringement – 15 U.S.C. § 1114**

9 59. Plaintiff WWE incorporates by reference the allegations of the preceding  
10 paragraphs as though set forth herein.

11 60. Defendants' activities constitute infringement of the WWE Trademarks and  
12 WWE Historic Trademarks as described in the paragraphs above.

13 61. WWE advertises, markets, offers, and sells its products using the WWE  
14 Trademarks and WWE Historic Trademarks described above and uses those trademarks to  
15 distinguish its products from the products and related items of others in the same or related  
16 fields.

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

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

26 64. As a result of Defendants' wrongful conduct, WWE is entitled to recover its  
27 actual damages, Defendants' profits attributable to the infringement, treble damages, and  
attorney's fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, WWE is entitled to

1 statutory damages under 15 U.S.C. § 1117(c) in connection with Defendants' use of counterfeits  
2 of the WWE Trademarks.

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

13 **SECOND CLAIM**  
14 *(by WWE against all Defendants)*  
15 **Copyright Infringement – 17 U.S.C. § 501 et seq.**

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

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

20 68. Defendants have infringed the WWE Copyrights by reproducing, distributing  
21 copies of, publicly displaying, and/or creating derivative works of the copyrighted materials  
22 protected by the WWE Copyrights without WWE's authorization.

23 69. Defendants' conduct has been deliberate and willful within the meaning of 17  
24 U.S.C. § 504.

25 70. Defendants have committed, and continue to commit, acts constituting  
26 infringement of the WWE Copyrights.

27 71. Defendants derive a financial benefit directly attributable to the infringement of  
WWE's Copyrights.



1 advertising or promotion, and offering for sale and sale, of counterfeit and/or infringing WWE  
2 products in interstate commerce.

3 80. In advertising, marketing, offering, and selling products bearing unauthorized  
4 depictions of the WWE Trademarks or confusingly similar logos to the WWE Historic  
5 Trademarks, Defendants have used, and on information and belief continue to use, depictions of  
6 or confusingly similar logos to the trademarks referenced above to compete unfairly with WWE  
7 and to deceive customers. Upon information and belief, Defendants' wrongful conduct misleads  
8 and confuses customers and the public as to the origin and authenticity of the goods and services  
9 advertised, marketed, offered, or sold in connection with the WWE Trademarks and WWE  
10 Historic Trademarks and wrongfully trades upon WWE's goodwill and business reputation.

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

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

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

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

**FOURTH CLAIM**

*(by Amazon against all Defendants)*

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

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

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

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

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

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

90. As described above, Defendants, through their illegal acts, have willfully deceived Amazon and its customers, jeopardized the trust that customers place in the Amazon Store, tarnished Amazon’s brand and reputation, and harmed Amazon and its customers. Defendants’ misconduct has also caused Amazon to expend significant resources to investigate and combat Defendants’ wrongdoing and to bring this lawsuit to prevent Defendants from causing further harm to Amazon and its customers. Defendants’ illegal acts have caused irreparable injury to Amazon and, on information and belief, that injury is ongoing at least to the



1 extent that Defendants continue to establish seller accounts under different or false identities. An  
2 award of monetary damages alone cannot fully compensate Amazon for its injuries, and thus  
3 Amazon lacks an adequate remedy at law.

4 91. Amazon 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.

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

11 **FIFTH CLAIM**

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

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

14 93. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as  
15 though set forth herein.

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

19 95. Defendants' advertising, marketing, offering, distribution, and sale of counterfeit  
20 and/or infringing WWE products harm the public interest by deceiving customers about the  
21 authenticity, origins, and sponsorship of the products.

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

25 97. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and  
26 recover their attorneys' fees and costs. WWE further seeks to recover from Defendants its actual  
27 damages, trebled, and Amazon further seeks to recover from Defendants its actual damages,  
trebled, with regards to Defendants' activities involving the sale of counterfeit products.

**SIXTH CLAIM**

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

**Breach of Contract**

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

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

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

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

102. Defendants' breaches have caused significant harm to 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

1 (v) assisting, aiding or abetting any other person or business entity in  
2 engaging or performing any of the activities referred to in subparagraphs  
3 (i) through (iv) above;

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

5 C. That the Court enter an order pursuant to 15 U.S.C. § 1116 and/or 17 U.S.C. §  
6 503 impounding and permitting destruction of all products that infringe the WWE Trademarks,  
7 WWE Historic Trademarks, and/or WWE Copyrights or that otherwise infringe WWE's IP, and  
8 any related materials, including business records and materials used to reproduce any infringing  
9 products, in Defendants' possession or under their control;

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

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

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

22 G. That Defendants be required to pay the costs of this action and Plaintiffs'  
23 reasonable attorney's fees incurred in prosecuting this action, as provided for by 15 U.S.C.  
24 § 1117, 17 U.S.C. § 505, RCW 19.86.020, or otherwise allowed by law;

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

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

7 DATED this 30th day of August, 2022.

8 DAVIS WRIGHT TREMAINE LLP  
9 *Attorneys for Plaintiffs*

10 By s/ Scott R. Commerson  
11 Scott R. Commerson, WSBA #58085  
12 865 South Figueroa Street, Suite 2400  
13 Los Angeles, CA 90017-2566  
14 Tel: (213) 633-6800  
15 Fax: (213) 633-6899  
16 Email: scottcommerson@dwt.com

17 s/ Lauren Rainwater  
18 Lauren Rainwater, WSBA #43625  
19 920 Fifth Avenue, Suite 3300  
20 Seattle, WA 98104-1604  
21 Tel: (206) 622-3150  
22 Fax: (206) 757-7700  
23 Email: laurenrainwater@dwt.com