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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; SEIKO EPSON CORPORATION, a Japan corporation; and EPSON AMERICA, INC., a California corporation,

Plaintiffs,

v.

MUAMMER BAKAN, an individual; OSMAN CELLIK, an individual; MUSTAFA CENAN, an individual; ENES CEYLAN, an individual; SERHAT DAG, an individual; OGUN DALKA, an individual; AYCE IDIL DIS, an individual; AYGUL DURGUN, an individual; ERDEM KARAMAN, an individual; LEVENT KESKIN, an individual; MUMTAZ KEREM NAYMAN, an individual; HACI ALI ORCAN, an individual; MESUT OZCELIK, an individual; GULCIHAN SALLI, an individual; SAHIN SALLI, an individual; FATMA NURTEN SANLIER, an individual; NIHAT TELLI, an individual; CEYLAN ULKU, an individual; RAMAZAN ULKU, an individual; ENGIN ULUTAS, an individual; YUSEF UNVERMIS, an individual; SELCUK YALCIN, an individual; OMER TURGUT YUCE, an individual; and DOES 1-10,

Defendants.

No. 2:24-cv-616

**COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF**

I. INTRODUCTION

1
2 1. This case involves Defendants’ unlawful and expressly prohibited sale of
3 counterfeit Epson-branded printer cartridges, which infringe on the registered trademarks of
4 Seiko Epson Corporation (“Seiko Epson”) and Epson America, Inc. (“Epson America”).¹
5 Amazon.com, Inc. and Amazon.com Services LLC (collectively, “Amazon”) and Epson
6 (together with Amazon, “Plaintiffs”) jointly bring this lawsuit to permanently prevent and enjoin
7 Defendants from causing future harm to Amazon’s and Epson’s customers, reputations, and
8 intellectual property (“IP”), and to hold Defendants accountable for their illegal actions.

9 2. Amazon.com Services LLC owns and operates the Amazon.com store (the
10 “Amazon Store”), and Amazon’s affiliates own and operate equivalent counterpart international
11 stores and websites. Amazon’s stores offer products and services to customers in more than 100
12 countries around the globe. Some of the products are sold directly by Amazon entities, while
13 others are sold by Amazon’s numerous third-party selling partners. The Amazon brand is one of
14 the most well-recognized, valuable, and trusted brands in the world. To protect its customers and
15 safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources
16 to prevent counterfeit and infringing goods from being sold in its stores. In 2023 alone, Amazon
17 invested over \$1.2 billion and employed more than 15,000 people to protect its stores from
18 counterfeits, fraud, and other forms of abuses.

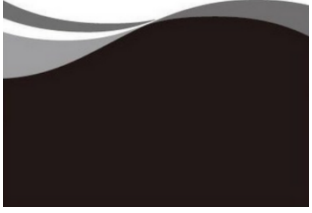
19 3. Seiko Epson, together with its subsidiaries, including Epson America, is a
20 diversified, global electronics company with operations that offer products in five (5) principal
21 categories: Consumer and Business Printers; Home, Education and Business Video Projectors;
22 Commercial Printers; Manufacturing Robots; and Augmented Reality Smart Glasses. A
23 significant aspect of Seiko Epson’s business is the production and worldwide distribution of its
24 Epson ink cartridges, ink bottles, and ink packs for Epson printers, which are used by consumers
25 and businesses for personal, commercial, and creative purposes. Today, Epson is one of the
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27

¹ Seiko Epson and Epson America are collectively referred to as “Epson.”

1 world’s leading and most respected brands in the area of printing technologies. Epson printers
2 are renowned for their performance, productivity, reliability, and cost-effectiveness.

3 4. Seiko Epson owns, manages, enforces, licenses, and maintains IP, including
4 various trademarks licensed to and used by Epson America in connection with Epson-branded
5 products sold in the United States. Relevant to this Complaint, Seiko Epson owns the following
6 registered trademarks:

<u>Mark</u>	<u>Registration No. (International Classes)</u>
EPSON	2,144,386
EPSON EXCEED YOUR VISION	3,448,351
ECOTANK	4,875,047
	5,402,648

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16 5. In addition, Epson America owns, manages, enforces, licenses, and maintains IP,
17 including various trademarks used in connection with Epson-branded products sold in the United
18 States. Relevant to this Complaint, Epson America owns the following registered trademark
19 (together with Seiko Epson’s registered trademarks referenced above, the “Epson Trademarks”):

<u>Mark</u>	<u>Registration No. (International Classes)</u>
502	7,048,971

20
21
22
23 True and correct copies of the registration certificates for the Epson Trademarks are attached as
24 **Exhibit A.**

25 6. At various times from January 2023 through February 2024, Defendants
26 advertised, marketed, offered, distributed, and sold counterfeit Epson products in the Amazon
27

1 Store, using the Epson Trademarks, without authorization, in order to deceive customers about
2 the authenticity and origin of their products and their products' affiliation with Epson.

3 7. As a result of their illegal actions, Defendants have infringed and misused
4 Epson's IP; breached their contracts with Amazon; willfully deceived and harmed Amazon,
5 Epson, and their customers; compromised the integrity of the Amazon Store; and undermined the
6 trust that customers place in Amazon and Epson. Defendants' illegal actions have caused
7 Amazon and Epson to expend significant resources to investigate and combat Defendants'
8 wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to
9 Amazon, Epson, and their customers.

10 II. PARTIES

11 8. Amazon.com, Inc. is a Delaware corporation with its principal place of business
12 in Seattle, Washington. Amazon.com Services LLC is a Delaware company with its principal
13 place of business in Seattle, Washington.

14 9. Seiko Epson is a corporation duly organized and existing under the laws of Japan
15 with its principal place of business in Nagano, Japan.

16 10. Epson America is a California corporation with its principal place of business in
17 Los Alamitos, California. As the North American sales, marketing, and customer service affiliate
18 of Seiko Epson, Epson America is Seiko Epson's exclusive licensee for the distribution of inkjet
19 printers, ink cartridges, ink pack cartridges, ink bottles, and toner using Seiko Epson's
20 trademarks.

21 11. Defendants are a collection of individuals and entities, both known and unknown,
22 who conspired and operated in concert with each other to engage in the counterfeiting scheme
23 alleged in this Complaint. Defendants are the individuals and/or entities who operated,
24 controlled, and/or were responsible for the selling accounts detailed in **Schedule 1** attached
25 hereto ("Defendants' Selling Accounts" or "Selling Accounts"). Defendants are subject to
26 liability for their wrongful conduct both directly and under principles of secondary liability
27

1 including, without limitation, *respondeat superior*, vicarious liability, and/or contributory
2 infringement.

3 12. On information and belief, Defendant Muammer Bakan is an individual who
4 personally participated in and/or had the right and ability to supervise, direct, and control the
5 wrongful conduct alleged in this Complaint related to the Selemzar Selling Account, and derived
6 a direct financial benefit as a result of that wrongful conduct.

7 13. On information and belief, Defendant Osman Cellik is an individual who
8 personally participated in and/or had the right and ability to supervise, direct, and control the
9 wrongful conduct alleged in this Complaint related to the Cellik Group Sales LLC Selling
10 Account, and derived a direct financial benefit as a result of that wrongful conduct.

11 14. On information and belief, Defendant Mustafa Cenan is an individual who
12 personally participated in and/or had the right and ability to supervise, direct, and control the
13 wrongful conduct alleged in this Complaint related to the inviter Selling Account, and derived a
14 direct financial benefit as a result of that wrongful conduct.

15 15. On information and belief, Defendant Enes Ceylan is an individual who
16 personally participated in and/or had the right and ability to supervise, direct, and control the
17 wrongful conduct alleged in this Complaint related to the Mall of Gazellas Selling Account, and
18 derived a direct financial benefit as a result of that wrongful conduct.

19 16. On information and belief, Serhat Dag is an individual who personally
20 participated in and/or had the right and ability to supervise, direct, and control the wrongful
21 conduct alleged in this Complaint related to the Print Ofis Seller Selling Account, and derived a
22 direct financial benefit as a result of that wrongful conduct.

23 17. On information and belief, Defendant Ogun Dalka is an individual who personally
24 participated in and/or had the right and ability to supervise, direct, and control the wrongful
25 conduct alleged in this Complaint related to the Dalka Sales Store Selling Account, and derived a
26 direct financial benefit as a result of that wrongful conduct.

1 18. On information and belief, Defendant Ayce Idil Dis is an individual who
2 personally participated in and/or had the right and ability to supervise, direct, and control the
3 wrongful conduct alleged in this Complaint related to the Olivia Store Selling Account, and
4 derived a direct financial benefit as a result of that wrongful conduct.

5 19. On information and belief, Defendant Aygul Durgun is an individual who
6 personally participated in and/or had the right and ability to supervise, direct, and control the
7 wrongful conduct alleged in this Complaint related to the Marin Office Selling Account, and
8 derived a direct financial benefit as a result of that wrongful conduct.

9 20. On information and belief, Defendant Erdem Karaman is an individual who
10 personally participated in and/or had the right and ability to supervise, direct, and control the
11 wrongful conduct alleged in this Complaint related to the Smyrna Technology Selling Account,
12 and derived a direct financial benefit as a result of that wrongful conduct. Defendant.

13 21. On information and belief, Defendant Levent Keskin is an individual who
14 personally participated in and/or had the right and ability to supervise, direct, and control the
15 wrongful conduct alleged in this Complaint related to the Keskin Print Office and Mass Print
16 Store Ltd. Selling Accounts, and derived a direct financial benefit as a result of that wrongful
17 conduct.

18 22. On information and belief, Defendant Mumtaz Kerem Nayman is an individual
19 who personally participated in and/or had the right and ability to supervise, direct, and control
20 the wrongful conduct alleged in this Complaint related to the Best Retail Solutions Selling
21 Account, and derived a direct financial benefit as a result of that wrongful conduct.

22 23. On information and belief, Defendant Haci Ali Orcan is an individual who
23 personally participated in and/or had the right and ability to supervise, direct, and control the
24 wrongful conduct alleged in this Complaint related to the HAGU08 Selling Account, and derived
25 a direct financial benefit as a result of that wrongful conduct.

26 24. On information and belief, Defendant Mesut Ozcelik is an individual who
27 personally participated in and/or had the right and ability to supervise, direct, and control the

1 wrongful conduct alleged in this Complaint related to the Steel Sales Store Selling Account, and
2 derived a direct financial benefit as a result of that wrongful conduct.

3 25. On information and belief, Defendant Gulcihan Salli is an individual who
4 personally participated in and/or had the right and ability to supervise, direct, and control the
5 wrongful conduct alleged in this Complaint related to the Gulcihan Salli Selling Account, and
6 derived a direct financial benefit as a result of that wrongful conduct.

7 26. On information and belief, Defendant Sahin Salli is an individual who personally
8 participated in and/or had the right and ability to supervise, direct, and control the wrongful
9 conduct alleged in this Complaint related to the Glory Print Store Selling Account, and derived a
10 direct financial benefit as a result of that wrongful conduct.

11 27. On information and belief, Defendant Fatma Nurten Sanlier is an individual who
12 personally participated in and/or had the right and ability to supervise, direct, and control the
13 wrongful conduct alleged in this Complaint related to the NRT Global Selling Account, and
14 derived a direct financial benefit as a result of that wrongful conduct.

15 28. On information and belief, Defendant Nihat Telli is an individual who personally
16 participated in and/or had the right and ability to supervise, direct, and control the wrongful
17 conduct alleged in this Complaint related to the Milenyum Elektronik Selling Account, and
18 derived a direct financial benefit as a result of that wrongful conduct.

19 29. On information and belief, Defendant Ceylan Ulku is an individual who
20 personally participated in and/or had the right and ability to supervise, direct, and control the
21 wrongful conduct alleged in this Complaint related to the Harmony Sales Center Selling
22 Account, and derived a direct financial benefit as a result of that wrongful conduct.

23 30. On information and belief, Defendant Ramazon Ulku is an individual who
24 personally participated in and/or had the right and ability to supervise, direct, and control the
25 wrongful conduct alleged in this Complaint related to the Ictech Selling Account, and derived a
26 direct financial benefit as a result of that wrongful conduct.

1 U.S.C. §§ 1331 and 1338(a). The Court has subject matter jurisdiction over Amazon’s breach of
2 contract claim and Amazon’s and Epson’s claims for violation of the Washington Consumer
3 Protection Act, pursuant to 28 U.S.C. §§ 1332 and 1367.

4 38. The Court has personal jurisdiction over Defendants because they transacted
5 business and committed tortious acts within and directed to the State of Washington, and
6 Amazon’s and Epson’s claims arise from those activities. Defendants affirmatively undertook to
7 do business with Amazon, a corporation with its principal place of business in Washington, and
8 sold in the Amazon Store products bearing counterfeit versions of the Epson Trademarks and
9 which otherwise infringed Epson’s IP. Additionally, all Defendants shipped products bearing
10 counterfeit versions of the Epson Trademarks to consumers in Washington. Each Defendant
11 committed, or facilitated the commission of, tortious acts in Washington and has wrongfully
12 caused Amazon and Epson substantial injury in Washington.

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

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

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

1 IV. FACTS

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

3 42. 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 entities or from one of its millions
7 of third-party sellers—customers receive authentic products made by the true manufacturer of
8 those products.

9 43. 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,
11 distribute, and sell counterfeit 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 44. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly
17 innovating on behalf of its customers and working with brands, manufacturers, rights owners,
18 and others to improve the detection and prevention of counterfeit products from ever being
19 offered to customers in Amazon’s stores. Amazon employs dedicated teams of software
20 engineers, research scientists, program managers, and investigators to prevent counterfeits from
21 being offered in Amazon’s stores. Amazon’s systems automatically and continuously scan
22 thousands of data points to prevent, detect, and remove counterfeits from its stores and to
23 terminate the selling accounts of bad actors before they can offer counterfeit products. When
24 Amazon identifies issues based on this feedback, it takes action to address them. Amazon also
25 uses this intelligence to improve its proactive prevention controls. In 2023, Amazon’s proactive
26 controls blocked more than 99% of suspected infringing listings before a brand ever had to find
27 and report them.

1 45. In 2017, Amazon launched Brand Registry, a free service that offers rights owners
2 an enhanced suite of tools for monitoring and reporting potential instances of infringement,
3 regardless of their relationship with Amazon. Brand Registry delivers automated brand
4 protections that use machine learning to predict infringement and proactively protect brands' IP.
5 Brand Registry also provides a powerful Report a Violation Tool that allows brands to search
6 for, identify, and report potentially infringing products using state-of-the-art image search
7 technology.

8 46. In 2019, Amazon launched Project Zero, a program to empower brands to help
9 Amazon drive counterfeits to zero. Project Zero introduced a novel self-service counterfeit
10 removal tool that enables brands to remove counterfeit listings directly from Amazon's stores.
11 This enables brands to take down counterfeit product offerings on their own within minutes
12 Since launch, more than 25,000 brands have enrolled in Project Zero.

13 47. Amazon continues to innovate to stay ahead of bad actors, and requires new and
14 existing selling partners to verify their identity and documentation. Amazon investigators review
15 the seller-provided identity documents to determine whether those documents are both valid and
16 legitimate, such as confirming that the seller has provided a fully legible copy of the document,
17 verifying that the document matches the information the seller provided to Amazon with respect
18 to their identity, and analyzing whether the document shows any signs of alteration, tampering,
19 or fabrication. These measures have made it more difficult for bad actors to hide. Amazon's
20 seller verification, coupled with continued advancements in Amazon's machine learning-based
21 detection, are deterring bad actors from even attempting to create new Amazon selling accounts.
22 In 2023, Amazon stopped more than 700,000 bad actor attempts to create new selling accounts,
23 stopping them before they were able to list a single product for sale in Amazon's stores. This is
24 down from million attempts by bad actors to create new Amazon selling accounts in 2020.

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

1 unlawful activities. In 2023, Amazon identified, seized, and appropriately disposed of more than
2 7 million counterfeit products worldwide, preventing them from harming customers or being
3 resold elsewhere in the retail supply chain.

4 49. In addition to the measures discussed above, Amazon actively cooperates with
5 rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in
6 illegal activity. Lawsuits, like this one, as well as criminal referrals, are integral components of
7 Amazon's efforts to combat counterfeits and other inauthentic products.

8 **B. Epson and Its Anti-Counterfeiting Efforts.**

9 50. Epson goes to great lengths to protect consumers from counterfeits of its products,
10 and is committed to leading efforts to combat counterfeit products. Each year Epson spends
11 significant amounts to develop and maintain the considerable goodwill it enjoys in the Epson
12 Trademarks, other intellectual property assets, and in its reputation for high quality.

13 51. Epson dedicates both internal and external resources to combat counterfeit
14 products. Epson conducts independent, in-depth investigations into unauthorized product sales,
15 manufacturing, and operations. Epson works closely with a third-party brand protection service
16 vendor on the detection and removal of product listings violating Epson's intellectual property
17 rights.

18 52. Epson was an early adopter of Amazon's Brand Registry and Project Zero
19 programs. Epson is currently enrolled in and actively used the tools and protections provided by
20 these programs in response to the counterfeiting activity described in this Complaint.

21 53. Epson has a robust intellectual property right registration program and conducts
22 regular training of United States Customs and Border patrol on how to detect unauthorized and
23 other intellectual property infringing product.

24 54. Epson supports law enforcement agencies with criminal investigations into
25 unlawful activities related to Epson products and intellectual properties.

1 **C. Defendants Created Amazon Selling Accounts, Agreed Not to Sell**
2 **Counterfeit Goods, and Agreed to Provide Accurate Information to Amazon.**

3 55. At various times between August 2021 and January 2024, Defendants established,
4 controlled, and operated the 24 Selling Accounts identified in Schedule 1 through which they
5 sought to advertise, market, offer, distribute, and sell counterfeit Epson products in interstate
6 commerce. In connection with these Selling Accounts, Defendants provided Amazon with
7 names, physical addresses, email addresses, phone numbers, bank information, and either
8 government-issued identification for an individual acting on behalf of the Selling Account or a
9 copy of a government-issued record or tax document for the entity operating the Selling
10 Account. Amazon was able to identify Defendants and connect them to their respective Selling
11 Accounts through their submission of identity documents to Amazon and as the primary
12 recipients of the proceeds of the counterfeiting sales for each selling account based on
13 investigation of certain financial information that Defendants provided to Amazon.

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

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

1 58. Additionally, the BSA incorporates, and sellers therefore agree to be bound by,
2 Amazon's Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit C**.
3 The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon
4 Store:

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

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

13 *Id.*

14 59. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to
15 preventing the sale and distribution of counterfeit goods in the Amazon Store together with the
16 consequences of selling inauthentic products:

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

1 reaching our customers. As a result of our detection and enforcement
2 activities, Amazon may:

- 3 ○ Remove suspect listings.
- 4 ○ Take legal action against parties who knowingly violate this policy and
5 harm our customers. In addition to criminal fines and imprisonment,
6 sellers and suppliers of inauthentic products may face civil penalties
7 including the loss of any amounts received from the sale of inauthentic
8 products, the damage or harm sustained by the rights holders, statutory
9 and other damages, and attorney's fees.
- 10 ● Reporting Inauthentic Products. We stand behind the products sold on our site
11 with our A-to-z Guarantee, and we encourage rights owners who have
12 product authenticity concerns to notify us. We will promptly investigate and
13 take all appropriate actions to protect customers, sellers, and rights holders.
14 You may view counterfeit complaints on the Account Health page in Seller
15 Central.

16 *Id.*

17 60. Additionally, under the terms of the BSA, sellers agree that the information and
18 documentation they provide to Amazon in connection with their selling accounts—such as
19 identification, contact, and banking information—will, at all times, be valid, truthful, accurate,
20 and complete. Specifically, the BSA requires that:

- 21 ● As part of the application process, you must provide us with your (or your
22 business') legal name, address, phone number and e-mail address, as well as
23 any other information we may request. Ex. B. ¶ 1.
- 24 ● You will use only a name you are authorized to use in connection with a[ny
25 Amazon] Service and will update all of the information you provide to us in
26 connection with the Services as necessary to ensure that it at all times remains
27 accurate, complete, and valid. *Id.* ¶ 2.
- Each party represents and warrants that: (a) if it is a business, it is duly
organized, validly existing and in good standing under the Laws of the
country in which the business is registered and that you are registering for the
Service(s) within such country; (b) it has all requisite right, power, and
authority to enter this Agreement, perform its obligations, and grant the rights,
licenses, and authorizations in this Agreement; (c) any information provided
or made available by one party to another party or its Affiliates is at all times
accurate and complete[.] *Id.* ¶ 5.

61. When Defendants registered as third-party sellers in the Amazon Store, and
established their Selling Accounts, they agreed not to advertise, market, offer, distribute, or sell

1 counterfeit products, and agreed to provide Amazon with accurate and complete information and
2 to ensure that information remained as such.

3 **D. Defendants' Sale of Counterfeit Epson Products and False Information**
4 **Provided to Amazon.**

5 62. Defendants created Selling Accounts and advertised, marketed, offered,
6 distributed, and sold Epson-branded products in the Amazon Store. The counterfeit Epson-
7 branded products sold by Defendants are identified and described in Schedule 1.

8 63. Epson has conducted multiple test purchases of Epson-branded products sold by
9 Defendants' Selling Accounts and determined that the products are counterfeit, that each bears
10 counterfeit Epson Trademarks, and that Epson has never authorized the sale of such products, as
11 detailed in Schedule 1.

12 64. In addition, as further detailed in Schedule 1, certain Defendants submitted to
13 Amazon (1) invoices that Amazon subsequently determined to be false, which purported to show
14 that their counterfeit products came from a supplier of authentic products; or (2) Epson invoices
15 and/or an Epson letter of authorization that Epson subsequently determined to be false, which
16 purported to show that their counterfeit products came from Epson.

17 **E. Defendants' Coordinated Sale of Counterfeit Epson Products.**

18 65. On information and belief, Defendants operated in concert with one another in
19 their advertising, marketing, offering, distributing, and selling of inauthentic Epson-branded
20 products. Defendants are associated through common business and shipping addresses, public
21 corporate records, removal addresses,² financial accounts, and/or phone numbers.

22 66. By selling counterfeit and infringing Epson products, Defendants falsely
23 represented to Amazon and its customers that the products Defendants sold were genuine
24 products made by Epson. Defendants also knowingly and willfully used Epson's IP in
25

26 ² When a seller has items stored in Amazon's fulfillment centers pending sale, the seller has the option to remove, or
27 return, these items to a location of its choosing. The seller must specify which items it wants returned while also
providing a name, address, and telephone number. This address is called a "removal address."

1 connection with the advertising, marketing, offering, distributing, and selling of counterfeit and
2 infringing Epson products.

3 67. At all times, Defendants knew they were prohibited from violating third-party IP
4 rights or any applicable laws while selling products in the Amazon Store, from providing
5 inaccurate information to Amazon and its customers, from misrepresenting the authenticity of
6 the products sold, and from misleading Amazon and its customers through their sale of
7 inauthentic Epson products. Defendants have breached the terms of their agreements with
8 Amazon, deceived Amazon's and Epson's customers, Epson, and Amazon, infringed and
9 misused the IP rights of Epson, harmed the integrity of and customer trust in the Amazon Store,
10 and tarnished Amazon's and Epson's brands.

11 68. After Amazon verified Defendants' sale of counterfeit Epson products, it blocked
12 Defendants' Selling Accounts. In doing so, Amazon exercised its rights under the BSA to protect
13 its customers and the reputations of Amazon and Epson.

14 69. Pursuant to Amazon's A-to-z guarantee, Amazon also proactively issued full
15 refunds to customers who purchased purported Epson products from Defendants. Defendants
16 have not reimbursed Amazon.

17 V. CLAIMS

18 FIRST CLAIM

19 *(by Epson³ against all Defendants)*

20 **Trademark Counterfeiting and Trademark Infringement – 15 U.S.C. § 1114**

21 70. Plaintiff Epson incorporates by reference the allegations of the preceding
22 paragraphs as though set forth herein.

23 71. Defendants' activities constitute counterfeiting and infringement of the Epson
24 Trademarks as described in the paragraphs above.

25 72. Epson owns the Epson Trademarks and advertises, markets, offers, distributes,
26 and sells its products using the Epson Trademarks described above and uses those trademarks to

27 ³ Seiko Epson and Epson America assert this claim with respect to the trademark registrations they each own individually.

1 distinguish its products from the products and related items of others in the same or related
2 fields.

3 73. Because of Epson's long, continuous, and exclusive use of the Epson Trademarks
4 identified in this Complaint, the trademarks have come to mean, and are understood by
5 customers and the public to signify, products from Epson.

6 74. Defendants unlawfully advertised, marketed, offered, distributed, and sold
7 products bearing counterfeit and infringing versions of the Epson Trademarks with the intent and
8 likelihood of causing customer confusion, mistake, and deception as to the products' source,
9 origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that
10 the products originated from, were affiliated with, and/or were authorized by Epson and likely
11 caused such erroneous customer beliefs.

12 75. As a result of Defendants' wrongful conduct, Epson is entitled to recover its
13 actual damages, Defendants' profits attributable to the infringement, treble damages, and
14 attorneys' fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, Epson is entitled to
15 statutory damages under 15 U.S.C. § 1117(c) for Defendants' use of counterfeit marks.

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

SECOND CLAIM

(by Epson against all Defendants)

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

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

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

9 79. Because of Epson’s long, continuous, and exclusive use of the Epson Trademarks
10 identified in this Complaint, the trademarks have come to mean, and are understood by
11 customers, users, and the public, to signify products from Epson.

12 80. Defendants’ wrongful conduct includes the infringement of the Epson
13 Trademarks in connection with Defendants’ commercial advertising, marketing, offering,
14 distributing, and selling of counterfeit Epson products in interstate commerce.

15 81. In advertising, marketing, offering, distributing, and selling products bearing
16 counterfeit versions of the Epson Trademark, Defendants have used, and on information and
17 belief continue to use, the trademarks referenced above to compete unfairly with Epson and to
18 deceive customers. Upon information and belief, Defendants’ wrongful conduct misleads and
19 confuses customers and the public as to the origin and authenticity of the goods and services
20 advertised, marketed, offered, distributed, or sold in connection with the Epson Trademarks,
21 likely influencing the purchasing decision by unsuspecting consumers, and wrongfully trades
22 upon Epson’s goodwill and business reputation.

23 82. Defendants’ conduct constitutes (a) false designation of origin, (b) false or
24 misleading description, and (c) false or misleading representation that products originate from or
25 are authorized by Epson, all in violation of 15 U.S.C. § 1125(a)(1)(A).
26
27

1 83. 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 84. Epson 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 Epson. On information and belief, that injury is continuing. An
8 award of monetary damages cannot fully compensate Epson for its injuries, and Epson lacks an
9 adequate remedy at law.

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

14 **THIRD CLAIM**
15 *(by Amazon against all Defendants)*
16 **False Designation of Origin– 15 U.S.C. § 1125(a)**

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

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

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

1 95. Defendants’ advertising, marketing, offering, distributing, and selling of
2 counterfeit Epson products harm the public interest by deceiving customers about the
3 authenticity, origins, and sponsorship of the products.

4 96. Defendants’ advertising, marketing, offering, distributing, and selling of
5 counterfeit Epson products directly and proximately causes harm to and tarnishes Plaintiffs’
6 reputations and brands, and damages their business and property interests and rights.

7 97. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and
8 recover from Defendants their attorneys’ fees and costs. Epson further seeks to recover from
9 Defendants its actual damages, trebled, and Amazon further seeks to recover from Defendants its
10 actual damages, trebled, regarding Defendants’ activities involving the sale of counterfeit
11 products.

12 **FIFTH CLAIM**
13 *(by Amazon.com Services LLC⁴ against Defendants in Schedule 1)*
14 **Breach of Contract**

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

17 99. Defendants established Amazon selling accounts and entered into Amazon’s
18 BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also
19 contractually agreed to be bound by the policies incorporated by reference into the BSA,
20 including Amazon’s Anti-Counterfeiting Policy and other policies as maintained on the Amazon
21 seller website.

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

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

27 _____
⁴ For the Fifth Claim only, “Amazon” shall refer to Amazon.com Services LLC only.

1 C. That the Court enter an order pursuant to 15 U.S.C. § 1118 impounding and
2 permitting destruction of all counterfeit and infringing products bearing the Epson Trademarks or
3 that otherwise infringe Epson's IP, and any related materials, including business records and
4 materials used to reproduce any infringing products, in Defendants' possession or under their
5 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 the Court enter an order requiring Defendants to pay all general, special, and
10 actual damages which Epson has sustained, or will sustain as a consequence of Defendants'
11 unlawful acts, plus Defendants' profits from the unlawful conduct described herein, together
12 with its statutory damages, and that such damages be enhanced, doubled, or trebled as provided
13 for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law, and that Amazon's
14 damages, plus Defendants' profits, related to Defendants' activities involving the sale of
15 counterfeit products be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117, RCW
16 19.86.020, or otherwise allowed by law;

17 F. That the Court enter an order requiring Defendants to pay the maximum amount
18 of prejudgment interest authorized by law;

19 G. That the Court enter an order requiring Defendants to pay the costs of this action
20 and Plaintiffs' reasonable attorneys' fees incurred in prosecuting this action, as provided for by
21 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law;

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

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

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DATED this 6th day of May, 2024.

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SCHEDULE 1**SELLING ACCOUNT 1:**

Selling Account Name: Asia Global Sales

Dates of Known Sales of Infringing Products: June 10, 2023 to December 10, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Black (T522120-S) for select Epson EcoTank Printers</p> <p>ASIN¹: B07PN7G526</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about June 20, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.
<p>EPSON 502 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack Works with ET-2750, ET-2760, ET-2850, ET-3750, ET-3760, ET-3850, ET-4850, and other select EcoTank models</p> <p>ASIN: B074RG6PN1</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> • On or about November 20, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.
<p>EPSON T502 EcoTank Ink Ultra-high Capacity Bottle Black (T502102-S) for select EcoTank Printers</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> • On or about June 20, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

¹ “ASIN” is an abbreviation of “Amazon Standard Identification Number,” which is a unique series of ten alphanumeric characters that is assigned to each product listed for sale in Amazon’s stores for identification purposes.

Purported Product	Confirmation of Counterfeit
<p>EPSON T542 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T542520-S) for select Epson EcoTank Printers</p> <p>ASIN: B084WYVXJY</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about June 20, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T-522520-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PPDCJRB</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about June 20, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

In addition, Amazon inspected an invoice provided by this Selling Account. Amazon confirmed that the invoice was fabricated based on deviations from an authentic invoice.

SELLING ACCOUNT 2:

Selling Account Name: Best Retail Solutions

Dates of Known Sales of Infringing Products: September 20, 2023 to January 7, 2024

Purported Product	Confirmation of Counterfeit
<p>EPSON 522 EcoTank Ink Ultra-high Capacity Bottle Black (T5221200S) Works with EcoTank ET-2720, ET-2800, ET-2803, ET-2840, ET-4700, ET-4800, ET-4810</p> <p>ASIN: B07PN7G526</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about November 20, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

SELLING ACCOUNT 3:

Selling Account Name: CELLIK GROUP SALES LLC

Dates of Known Sales of Infringing Products: June 23, 2023 to July 3, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T502 EcoTank Ink Ultra-high Capacity Bottle Black (T502120-S) for select Epson EcoTank Printers</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> On or about June 29, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Black (T522120-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PN7G526</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about June 29, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T-522520-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PPDCJRB</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about June 29, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON T532 EcoTank – Ink Ultra-high Capacity Bottle Black (T532120-S) for Select Epson EcoTank Printers</p> <p>ASIN: B07PW3QWPJ</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about June 29, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

In addition, Amazon inspected an invoice provided by this Selling Account. Amazon confirmed that the invoice was fabricated based on deviations from an authentic invoice.

SELLING ACCOUNT 4:

Selling Account Name: Dalka Sales Store

Dates of Known Sales of Infringing Products: September 12, 2023 to October 4, 2023

Purported Product	Confirmation of Counterfeit
EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Black (T522120-S) for select Epson EcoTank Printers ASIN: B07PN7G526 Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648	<ul style="list-style-type: none"> • On or about September 12, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.
EPSON T502 EcoTank Ink Ultra-high Capacity Bottle Black (T502102-S) for select EcoTank Printers ASIN: B074RFMST8 Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971	<ul style="list-style-type: none"> • On or about September 28, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

In addition, Epson inspected a purported Epson invoice provided by this Selling Account. Epson confirmed that the purported Epson invoice was fabricated based on deviations from an authentic Epson invoice.

SELLING ACCOUNT 5:

Selling Account Name: Glory Print Store

Dates of Known Sales of Infringing Products: December 17, 2023 to January 11, 2024

Purported Product	Confirmation of Counterfeit
EPSON 502 EcoTank Ink Ultra-high Capacity Bottle Black Works with ET-2750, ET-2760, ET-285 0, ET-3750, ET3760, ET-3850, ET04850, and other select EcoTank models ASIN: B074RFMST8 Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971	<ul style="list-style-type: none"> • On or about December 18, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

Purported Product	Confirmation of Counterfeit
<p>EPSON 542 EcoTank Ink Ultra-high Capacity Bottle Black (T542120-S) Works with EcoTank Pro ET-5150, ET-5170, ET-5180, ET-5800, ET-5850, ET-5880, ET-16600, ET-16650</p> <p>ASIN: B084WYGJ9W</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about January 4, 2024, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

In addition, Epson inspected a purported Epson invoice and letter of authorization from Epson provided by this Selling Account. Epson confirmed that the purported Epson invoice and letter of authorization from Epson were fabricated based on deviations from authentic Epson invoices and letters of authorization.

SELLING ACCOUNT 6:

Selling Account Name: Gulcihan Salli

Dates of Known Sales of Infringing Products: September 18, 2023 to October 31, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T502 EcoTank Ink Ultra-high Capacity Bottle Black (T502102-S) for select EcoTank Printers</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> • On or about September 18, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.
<p>EPSON 522 EcoTank Ultra-high Capacity Bottle Black (T522120-S) Works with EcoTank ET-2720, ET, 2800, ET-2803, ET-2840, ET-4700, ET-4800, ET-4810</p> <p>ASIN: B07PN7G526</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about October 31, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

Purported Product	Confirmation of Counterfeit
<p>EPSON 522 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T522520-S) Works with EcoTank ET-2720, ET-2800, ET-2803, ET-2840, ET-4700, ET-4800, ET-4810</p> <p>ASIN: B07PPDCJRB</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about March 12, 2024, Amazon provided Epson with images of two samples of the product sold by the bad actor. Epson examined the images of the products and confirmed that they are counterfeit based on deviations from Epson’s authentic product and packaging.

In addition, Amazon inspected an invoice provided by this Selling Account. Amazon confirmed that the invoice was fabricated based on deviations from an authentic invoice.

SELLING ACCOUNT 7:

Selling Account Name: HAGU08

Dates of Known Sales of Infringing Products: November 20, 2023 to January 6, 2024

Purported Product	Confirmation of Counterfeit
<p>EPSON T542 EcoTank Ink Ultra-high Capacity Bottle Black (T542120-S) Works with EcoTank Pro ET-5150, ET-5170, ET-5180, ET-5800, ET-5850, ET-5880, ET-16600, ET-16650</p> <p>ASIN: B084WYGJ9W</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about November 20, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

SELLING ACCOUNT 8:

Selling Account Name: Harmony Sales Center

Dates of Known Sales of Infringing Products: May 1, 2023 to July 6, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T502 EcoTank Ink Ultra-high Capacity Bottle Black (T502120-S) for select Epson EcoTank Printers</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about May 2, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON T542 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T542520-S) for select Epson EcoTank Printers</p> <p>ASIN: B084WYVXJY</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about May 9, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON T512 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T512520-S) for select Epson EcoTank Printers</p> <p>ASIN: B074RG6PNV</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about May 9, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

Amazon inspected an invoice provided in connection with this Selling Account. Amazon confirmed the invoice was fabricated based on deviations from an authentic invoice.

SELLING ACCOUNT 9:

Selling Account Name: Ictech

Dates of Known Sales of Infringing Products: January 14, 2023 to April 1, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T774 EcoTank Ink Ultra-high Capacity Bottle Black (T774120-S) for select Epson EcoTank Printers</p> <p>ASIN: B0121WR5F0</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047</p>	<ul style="list-style-type: none"> • On or about February 8, 2023 and March 24, 2023, Epson conducted test purchases of the listed product sold by the bad actor. • Epson received and inspected the test-purchased products and confirmed that they are counterfeit based on deviations from Epson’s authentic product and packaging.
<p>EPSON Original Refill Ink Set (T6641 T6642 T6643 T6644) for L100 L110 L120 L200 L210 L300 L350 L355 L550 L555</p> <p>ASIN: B00NUXE7H6</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about February 8, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Black (T522120-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PN7G526</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about March 24, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T522520-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PPDCJRB</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about March 24, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

Purported Product	Confirmation of Counterfeit
<p>EPSON T532 EcoTank Ink Ultra-high Capacity Bottle Black (T532120-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PW3QWPJ</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about March 24, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.
<p>EPSON T512 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T512520-S) for select Epson EcoTank Printers</p> <p>ASIN: B074RG6PNV</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about March 24, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.
<p>EPSON T502 EcoTank Ink Ultra-high Capacity Bottle Black (T502120-S) for select Epson EcoTank Printers</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about March 24, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

SELLING ACCOUNT 10:

Selling Account Name: inviter

Dates of Known Sales of Infringing Products: December 28, 2023 to January 23, 2024

Purported Product	Confirmation of Counterfeit
<p>EPSON 522 EcoTank Ultra-high Capacity Bottle Black (T522120-S) Works with EcoTank ET-2720, ET, 2800, ET-2803, ET-2840, ET-4700, ET-4800, ET-4810</p> <p>ASIN: B07PN7G526</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about January 4, 2024, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

SELLING ACCOUNT 11:

Selling Account Name: Keskin Print Office

Dates of Known Sales of Infringing Products: August 15, 2023 to October 27, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T502 EcoTank Ink Ultra-high Capacity Bottle Black (T502102-S) for select Epson EcoTank Printers</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> • On or about August 30, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Black (T522120-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PN7G526</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about September 4, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 12:

Selling Account Name: Limoya Tech

Dates of Known Sales of Infringing Products: January 3, 2024 to January 16, 2024

Purported Product	Confirmation of Counterfeit
<p>EPSON 512 EcoTank Ink Ultra-high Capacity Bottle Black (T512020-S) Works with EcoTank ET-7700, ET-7750</p> <p>ASIN: B074R85Y7K</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about January 9, 2024, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON 502 EcoTank Ink Ultra-high Capacity Bottle Black Works with ET-2750, ET-2760, ET-2850, ET-3750, ET-3760, ET-3850, ET-4850, and other select EcoTank models</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> On or about March 12, 2024, Amazon provided Epson with images of two samples of the product sold by the bad actor. Epson examined the images of the products and confirmed that they are counterfeit based on deviations from Epson's authentic product and packaging.

In addition, Amazon inspected an invoice provided by this Selling Account. Amazon confirmed that the invoice was fabricated based on deviations from an authentic invoice.

SELLING ACCOUNT 13:

Selling Account Name: Mall of Gazellas

Dates of Known Sales of Infringing Products: September 26, 2023 to November 14, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON Original Refill Ink Set (T6641 T6642 T6643 T6644) for L100 L110 L120 L200 L210 L300 L350 L355 L550 L555</p> <p>ASIN: B00NUXE7H6</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about October 31, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 14:

Selling Account Name: Marin Office

Dates of Known Sales of Infringing Products: September 11, 2023 to October 17, 2023

Purported Product	Confirmation of Counterfeit
EPSON T542 EcoTank Ink Ultra-high Capacity Bottle Black (T542120-S) for select Epson EcoTank Printers ASIN: B084WYGJ9W Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648	<ul style="list-style-type: none"> • On or about September 15, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 15:

Selling Account Name: Mass Print Store Ltd

Dates of Known Sales of Infringing Products: November 14, 2023 to December 17, 2023

Purported Product	Confirmation of Counterfeit
EPSON 502 EcoTank Ink Ultra-high Capacity Bottle Black Works with ET-2750, ET-2760, ET-285 0, ET-3750, ET3760, ET-3850, ET04850, and other select EcoTank models ASIN: B074RFMST8 Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971	<ul style="list-style-type: none"> • On or about November 16, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 16:

Selling Account Name: Milenyum Elektronik

Dates of Known Sales of Infringing Products: June 29, 2023 to September 8, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T774 EcoTank Ink Ultra-high Capacity Bottle Black (T774120-S) for Select EcoTank Printers</p> <p>ASIN: B0121WR5F0</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047</p>	<ul style="list-style-type: none"> • On or about July 11, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON T542 EcoTank Ink Ultra-high Capacity Bottle Black (T542120-S) for select Epson EcoTank Printers</p> <p>ASIN: B084WYGJ9W</p> <p>Infringed Registrations: 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about July 11, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T522520-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PPDCJRB</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about September 4, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 17:

Selling Account Name: NRT Global

Dates of Known Sales of Infringing Products: September 15, 2023 to October 1, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T512 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T512520-S) for select Epson EcoTank Printers</p> <p>ASIN: B074RG6PNV</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about September 15, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON 502 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack Works with ET-2750, ET-2760, ET-2850, ET-3750, ET-3760, ET-3850, ET-4850, and other select EcoTank models</p> <p>ASIN: B074RG6PN1</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> On or about March 12, 2024, Amazon provided Epson with images of a sample of the product sold by the bad actor. Epson examined the images of the product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 18:

Selling Account Name: Olivia Center

Dates of Known Sales of Infringing Products: October 7, 2023 to October 31, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON 502 EcoTank Ink Ultra-high Capacity Bottle Black Works with ET-2750, ET-2760, ET-2850, ET-3750, ET-3760, ET-3850, ET-4850, and other select EcoTank Models</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> On or about October 30, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

Purported Product	Confirmation of Counterfeit
<p>EPSON 522 EcoTank Ultra-high Capacity Bottle Black (T522120-S) Works with EcoTank ET-2720, ET, 2800, ET-2803, ET-2840, ET-4700, ET-4800, ET-4810</p> <p>ASIN: B07PN7G526</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about October 30, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON T532 EcoTank Ink Ultra-high Capacity Bottle Black (T532120-S) Works with EcoTank ET-M2170, ST-M3000, ET-M3170, ST-M1000, ET-M1170</p> <p>ASIN: B07PW3QWPJ</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about October 31, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

In addition, Amazon inspected an invoice provided by this Selling Account. Amazon confirmed that the invoice was fabricated based on deviations from an authentic invoice.

SELLING ACCOUNT 19:

Selling Account Name: PRINT OFIS SELLER

Dates of Known Sales of Infringing Products: February 5, 2024 to February 11, 2024

Purported Product	Confirmation of Counterfeit
<p>EPSON 542 EcoTank Ink Ultra-high Capacity Bottle Black (T542120-S) Works with EcoTank Pro ET-5150, ET-5170, ET-5180, ET-5800, ET-5850, ET-5880, ET16600, ET-16650</p> <p>ASIN: B084WYGJ9W</p> <p>Infringed Registrations: 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about February 2, 2024, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 20:

Selling Account Name: Selemzar

Dates of Known Sales of Infringing Products: December 1, 2023 to December 20, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON 502 EcoTank Ink Ultra-high Capacity Bottle Black Works with ET-2750, ET-2760, ET-2850, ET-3750, ET-3760, ET-3850, ET-4850, and other select EcoTank models</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> • On or about December 5, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 21:

Selling Account Name: Smyrna Technology

Dates of Known Sales of Infringing Products: June 13, 2023 to August 15, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T522520-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PPDCJRB</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about July 11, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 22:

Selling Account Name: Steel Sales Store

Dates of Known Sales of Infringing Products: October 21, 2023 to November 1, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON T542 EcoTank Ink Ultra-high Capacity Bottle Color Combo Pack (T542520-S) Works with EcoTank Pro ET-5150, ET-5170, ET-5180, ET-5800, ET-5850, ET-5880, ET-16600, ET-16650</p> <p>ASIN: B084WYVXJY</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about October 31, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.
<p>EPSON 502 EcoTank Ink Ultra-high Capacity Bottle Black Works with ET-2750, ET-2760, ET-2850, ET-3750, ET-3760, ET-3850, ET-4850, and other select EcoTank models</p> <p>ASIN: B074RFMST8</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648; 7,048,971</p>	<ul style="list-style-type: none"> On or about March 12, 2024, Amazon provided Epson with images of two samples of the product sold by the bad actor. Epson examined the images of the products and confirmed that they are counterfeit based on deviations from Epson's authentic product and packaging.

SELLING ACCOUNT 23:

Selling Account Name: YGtonerinc

Dates of Known Sales of Infringing Products: September 25, 2023 to November 6, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON 542 EcoTank Ink Ultra-high Capacity Bottle Black (T542120-S) Works with EcoTank Pro Et-5150, ET-5170, ET-5180, ET-5800, ET-5850, ET-5880, ET-16600, ET-16650</p> <p>ASIN: B084WYGJ9W</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> On or about October 31, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson's authentic product and packaging.

Purported Product	Confirmation of Counterfeit
<p>EPSON T522 EcoTank Ink Ultra-high Capacity Bottle Black (T522120-S) for select Epson EcoTank Printers</p> <p>ASIN: B07PN7G526</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about October 3, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.

SELLING ACCOUNT 24:

Selling Account Name: Yummy Store

Dates of Known Sales of Infringing Products: December 5, 2023 to December 11, 2023

Purported Product	Confirmation of Counterfeit
<p>EPSON 542 EcoTank Ink Ultra-high Capacity Bottle Black (T542120-S) Works with EcoTank Pro ET-5150, ET-5170, ET-5180, ET-5800, ET-5850, ET-5880, ET-16600, ET-16650</p> <p>ASIN: B084WYGJ9</p> <p>Infringed Registrations: 3,448,351; 2,144,386; 4,875,047; 5,402,648</p>	<ul style="list-style-type: none"> • On or about December 5, 2023, Epson conducted a test purchase of the listed product sold by the bad actor. • Epson received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Epson’s authentic product and packaging.