

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS ADIDAS AG, ADIDAS INTERNATIONAL MARKETING B.V., and ADIDAS AMERICA, INC., + (b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address, and Telephone Number) Stephen M. Gaffigan/STEPHEN M. GAFFIGAN, P.A. 401 East Las Olas Blvd., #130-453 Ft. Lauderdale, Florida 33301 954-767-4819	DEFENDANTS SPORT JERSEY SHOPS, GFJ5HL51-H, HELUQU, HENRY KEVIN, HUCUNSE, SMARTDRAFTUSA, ZAP_BHAVYA, + County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED. Attorneys (If Known)
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(d) Check County Where Action Arose: ☐ MIAMI-DADE ☐ MONROE ☒ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) <table style="width: 100%;"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated <i>or</i> Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated <i>and</i> Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT (Place an "X" in One Box Only)							
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V. ORIGIN (Place an "X" in One Box Only)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed- (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).	a) Re-filed Case <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b) Related Cases <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (See instructions second page): JUDGE _____ DOCKET NUMBER _____
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VII. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): Trademark infringement and counterfeiting pursuant to 15 USC 1114 LENGTH OF TRIAL via <u>5</u> days estimated (for both sides to try entire case)
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VIII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE	SIGNATURE OF ATTORNEY OF RECORD <i>Stephen M. Gaffigan</i>	DATE October 31, 2018
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FOR OFFICE USE ONLY

AMOUNT _____ RECEIPT # _____ IFP _____

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO.**

ADIDAS AG, ADIDAS INTERNATIONAL
MARKETING B.V., and ADIDAS AMERICA, INC.,

Plaintiffs,

vs.

SPORT JERSEY SHOPS, GFJ5HL51-H, HELUQU, HENRY KEVIN, HUCUNSE, SMARTDRAFTUSA, ZAP_BHAVYA, FANTASYTRAVEL, KIRKW9375 a/k/a DISCOUNT JERSEYS, MRSRING, NEWSHOP99, PETERADAM, SHOPT2 a/k/a TINA, YALIGO, YD001, 90CHANGYI, AILIAM_0, ALEX84000, BEAUTIFULHOUSE2017, BESTDEAL2019, BESTSHOP0202, CHENGCHUANGDIANQI, DOUDOU109, EMILLYSKY25, EVNYY2018, FENG6896-0, GFFG2018, GZ2625112666, HA_7212276, HUANBINA0, ISLANE-STORE, JADEASP, LAND_OF_SMILE, LAZIO5802-7, LEOPARD_CHONG a/k/a LEOPARD_WU, LIYALI1987, MDEALS109, MDFH4756, MEHDAMARNI-0, OMAMA-88, PAKKITOP, PELADOPPP, PESHASHI, QUICK_SHIP_STORE, REALLYKIM018_4, SHOPONLINE2603, SHOPSAFELY2018, SMARTSHOP-18, STYLISH-STORE1, THANHNT-STORE, THEBIGSTORE17, THEMKSTORE8, VANVAUIV, WHENSOEVER, YHON_95, YOUELHA15, YOUYIJIAQQ, 521LULU, AAA TOP THAILAND QUALITY JERSEYS, AMUYBEEN, ANGEL LOVER 2099, CHENSHIMEI FASHION, CLOUDS SHIPPING, CLOVOICES, EHAPPY COMPANY, GORGEOUS GOODS, HUANGFEI, HULIMING, I LOVE MY FASHION, I LOVE WORLD CUP, LUCKY666666, LUOXUEJIA, MENGHUANXIYOU, MY FASHION LINE, MYSOCCERJERSEY, OUR FASHION FAMILY QIUYITIANXIA, RUGBY, SH168, SHENZHEN GOSHAWK TECHNOLOGY CO.,LTD, SPORTSWEAR CLUB, SUPERHAO, TOP THAILAND QUALITY JERSEYS, UHHIA55521, WANFEN168, YINPEIHUA123, and YWGSYOUTH138, Each an Individual, Partnership, Business Entity, or Unincorporated Association,

Defendants.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiffs, adidas AG, adidas International Marketing B.V., and adidas America, Inc.,
(collectively "Plaintiffs"), hereby sue Defendants, the individuals, partnerships, business entities,

and unincorporated associations identified in the caption, which are set forth on Schedule “A” hereto (collectively “Defendants”). Defendants are promoting, selling, offering for sale and distributing goods bearing counterfeits and confusingly similar imitations of Plaintiffs’ trademarks within this district through various Internet based e-commerce stores using the seller identities set forth on Schedule “A” hereto (the “Seller IDs”). In support of their claims, Plaintiffs allege as follows:

JURISDICTION AND VENUE

1. This is an action for federal trademark counterfeiting and infringement, false designation of origin, common law unfair competition, and common law trademark infringement pursuant to 15 U.S.C. §§ 1114, 1116, and 1125(a), and The All Writs Act, 28 U.S.C. § 1651(a). Accordingly, this Court has subject matter jurisdiction over this action pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over Plaintiffs’ state law claims because those claims are so related to the federal claims that they form part of the same case or controversy.

2. Defendants are subject to personal jurisdiction in this district, because they direct business activities toward and conduct business with consumers throughout the United States, including within the State of Florida and this district through at least the Internet based e-commerce stores accessible in Florida and operating under the Seller IDs.

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 since Defendants are, upon information and belief, aliens engaged in infringing activities and causing harm within this district by advertising, offering to sell, selling and/or shipping infringing products into this district.

THE PLAINTIFFS

4. Plaintiff adidas AG (“adidas AG”) is a joint stock company organized and existing under the laws of the Federal Republic of Germany, having its office and principal place of business at Postach 1120, D-91072 Herzogenaurach, Federal Republic of Germany. adidas AG is currently, and for years has been, one of the world’s leading manufacturers of athletic footwear and apparel, including products bearing the distinctive adidas Mark, Trefoil Mark, and 3 Bars Logo.

5. Plaintiff adidas International Marketing B.V. (“adidas International”) is a corporation organized and existing under the laws of Netherlands, having its principal place of business in the Netherlands. adidas International is wholly owned by adidas AG and its affiliates.

6. Plaintiff adidas America, Inc. (“adidas America”) is a corporation organized and existing under the laws of the State of Oregon, having its principal place of business at 5055 N. Greeley Avenue, Portland, Oregon, 97217. adidas America is wholly owned by adidas AG and its affiliates, and within this country adidas America is a licensed distributor of adidas-branded merchandise, including goods bearing the distinctive adidas Mark, Trefoil Mark, and 3 Bars Logo. adidas AG, adidas International, and adidas America shall be referred to herein collectively as “adidas.”

7. Plaintiffs’ trademarked goods are sold through various channels of trade within the State of Florida, including this district. Defendants, through the sale and offer to sell counterfeit and infringing versions of Plaintiffs’ branded products, are directly, and unfairly, competing with Plaintiffs’ economic interests in the State of Florida and causing Plaintiffs harm within this jurisdiction.

8. Like many other famous trademark owners, Plaintiffs suffer ongoing daily and sustained violations of their trademark rights at the hands of counterfeiters and infringers, such as Defendants herein, who wrongfully reproduce and counterfeit Plaintiffs' trademarks for the twin purposes of (i) duping and confusing the consuming public and (ii) earning substantial profits. The natural and intended byproduct of Defendants' actions is the erosion and destruction of the goodwill associated with Plaintiffs' names and associated trademarks and the destruction of the legitimate market sector in which they operate.

9. In order to combat the indivisible harm caused by the combined actions of Defendants and others engaging in similar conduct, each year Plaintiffs expend significant monetary resources in connection with trademark enforcement efforts, including legal fees, investigative fees, and support mechanisms for law enforcement such as field training guides and seminars. The exponential growth of counterfeiting over the Internet, particularly through online marketplace platforms, has created an environment that require companies, such as Plaintiffs, to expend significant time and money across a wide spectrum of efforts in order to protect both consumers and themselves from the ill effects of confusion and the erosion of the goodwill connected to Plaintiffs' brands.

THE DEFENDANTS

10. Defendants are individuals and/or business entities of unknown makeup, each of whom, upon information and belief, either reside or operate in foreign jurisdictions, or redistribute products from the same or similar sources in those locations. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b). Defendants target their business activities towards consumers throughout the United States, including within this district

through the simultaneous operation of Internet e-commerce store via the Internet marketplace websites Amazon.com, Bonanza.com, eBay.com, iOffer.com, or Wish.com, under the Seller IDs.

11. Defendants are the past and present controlling forces behind the sale of products bearing counterfeits and infringements of Plaintiffs' trademarks as described herein using at least the Seller IDs.

12. Upon information and belief, Defendants directly engage in unfair competition with Plaintiffs by advertising, offering for sale, and selling goods bearing counterfeits and infringements of one or more of Plaintiffs' trademarks to consumers within the United States and this district through Internet based e-commerce stores using, at least, the Seller IDs and additional names or seller identification aliases not yet known to Plaintiffs. Defendants have purposefully directed some portion of their illegal activities towards consumers in the State of Florida through the advertisement, offer to sell, sale and/or shipment of counterfeit and infringing branded versions of Plaintiffs' goods into the State.

13. Defendants have registered, established or purchased, and maintained the Seller IDs. Upon information and belief, Defendants may have engaged in fraudulent conduct with respect to the registration of the Seller IDs by providing false and/or misleading information to the Internet marketplace websites where they sell during the registration or maintenance process related to their respective Seller IDs. Upon information and belief, some Defendants have registered and/or maintained their Seller IDs for the sole purpose of engaging in illegal counterfeiting activities.

14. Upon information and belief, Defendants will continue to register or acquire new seller identification aliases for the purpose of selling and offering for sale goods bearing

counterfeit and confusingly similar imitations of one or more of Plaintiffs' trademarks unless preliminarily and permanently enjoined.

15. Defendants use their Internet-based businesses in order to infringe the intellectual property rights of Plaintiffs and others.

16. Defendants' business names, i.e., the Seller IDs, associated payment accounts, and any other alias seller identification names used in connection with the sale of counterfeit and infringing goods bearing one or more of Plaintiffs' trademarks are essential components of Defendants' online activities and are one of the means by which Defendants further their counterfeiting and infringement scheme and cause harm to Plaintiffs. Moreover, Defendants are using Plaintiffs' famous names and/or trademarks to drive Internet consumer traffic to their e-commerce stores operating under the Seller IDs, thereby increasing the value of the Seller IDs and decreasing the size and value of Plaintiffs' legitimate marketplace at Plaintiffs' expense.

COMMON FACTUAL ALLEGATIONS

adidas's Trademark Rights

17. adidas is currently, and for years has been, one of the world's leading manufacturers of athletic footwear, apparel, and sporting equipment. adidas has used its famous and distinctive Three-Stripe Mark, CLIMALITE Mark, CLIMACOOOL Mark, CLIMACHILL Mark, TELSTAR Mark, and adidas Mark and 3 Bars Logo, depicted below, (collectively, the "adidas Marks"), for many years in connection with the above-mentioned goods.



The adidas Marks signify the quality and reputation of adidas products.

18. adidas is the owner of multiple trademark registrations for the adidas Marks, including the valid trademark registrations identified on Schedule "B" hereto, issued by the

United States Patent and Trademark Office. The adidas Marks are used in conjunction with the manufacture and distribution of quality goods in the categories also identified on Schedule “B.” True and correct copies of the Certificates of Registration for the adidas Marks are attached hereto as Composite Exhibit “1.”

19. The adidas Marks have been used in interstate commerce to identify and distinguish adidas products for an extended period of time and serve as symbols of adidas’s quality, reputation, and goodwill.

20. The adidas Marks are well-known and famous and have been for many years. adidas has expended substantial time, money and other resources developing, advertising and otherwise promoting the adidas Marks. Specifically, adidas has used the adidas Marks in connection with its frequent sponsorship of sports tournaments and organizations, as well as professional athletes and collegiate sports teams. For example, adidas has long-term relationships with the University of Nebraska, and the University of Louisville. Among many others, NBA stars Derrick Rose, James Harden, and Andrew Wiggins, NFL stars Von Miller, Aaron Rodgers, Dak Prescott, NHL star Sidney Crosby, baseball player Kris Bryant, and soccer stars David Beckman and Lionel Messi all are sponsored by adidas. For many years, adidas has been a sponsor of the World Cup soccer tournament, has sponsored the world-famous Boston Marathon for more than a decade, and has sponsored many other events, teams, and individuals. Prominent use of the adidas Marks in connection with these sponsorship activities has further enhanced the adidas Marks’ recognition and fame. The adidas Marks qualify as famous marks as that term is used in 15 U.S.C. §1125(c)(1).

21. adidas has extensively used, advertised, and promoted the adidas Marks in the United States in association with the sale of quality products. adidas has spent hundreds of

millions of dollars promoting the adidas Marks and products bearing the adidas Marks. In recent years, annual sales of products bearing the adidas Marks have totaled in the billions of dollars globally and in the hundreds of millions of dollars within the United States.

22. The adidas Marks have achieved secondary meaning as identifiers of quality goods as a result of adidas's advertisement, promotion, and sale of such goods thereunder.

23. As a result of adidas's efforts, members of the consuming public readily identify merchandise bearing or sold under the adidas Marks, as being quality merchandise sponsored and approved by adidas.

24. adidas has carefully monitored and policed the use of the adidas Marks and has never assigned or licensed the adidas Marks to any Defendant in this matter.

25. Genuine goods bearing the adidas Marks are widely legitimately advertised and promoted by adidas, authorized distributors and unrelated third parties via the Internet. Over the course of the past several years, visibility on the Internet, particularly via Internet search engines such as Google, Yahoo!, and Bing has become increasingly important to adidas's overall marketing and consumer education efforts. Thus, adidas expends significant monetary resources on Internet marketing and consumer education, including search engine optimization ("SEO") strategies. Those strategies allow adidas and its authorized retailers to fairly and legitimately educate consumers about the value associated with the adidas Marks and the goods sold thereunder.

Defendants' Infringing Activities

26. In blatant disregard of Plaintiffs' rights, Defendants are promoting and advertising, distributing, selling and/or offering for sale goods in interstate commerce that bear counterfeit and confusingly similar imitations of the adidas Marks (the "Counterfeit Goods")

through at least the Internet based e-commerce stores operating under the Seller IDs. Several Defendants are also using, at least, the listings and associated images identified by the Amazon Standard Identification Numbers (“ASIN”) on Schedule “C” hereto. Specifically, upon information and belief, Defendants are using identical copies of the adidas Marks for different quality goods. Plaintiffs have used the adidas Marks extensively and continuously before Defendants began offering counterfeit and confusingly similar imitations of Plaintiffs’ merchandise.

27. Upon information and belief, Defendants’ Counterfeit Goods are of a quality substantially different than that of Plaintiffs’ genuine goods. Defendants, upon information and belief, are actively using, promoting and otherwise advertising, distributing, selling and/or offering for sale substantial quantities of their Counterfeit Goods with the knowledge and intent that such goods will be mistaken for the genuine quality goods offered for sale by Plaintiffs despite Defendants’ knowledge that they are without authority to use the adidas Marks. The net effect of Defendants’ actions will cause confusion of consumers at the time of initial interest, sale, and in the post-sale setting, who will believe Defendants’ Counterfeit Goods are genuine goods originating from, associated with, and approved by Plaintiffs.

28. Defendants advertise their Counterfeit Goods for sale to the consuming public via e-commerce stores on Internet marketplace websites using, at least, the Seller IDs. In so advertising these goods, Defendants improperly and unlawfully use one or more of the adidas Marks without Plaintiffs’ permission.

29. As part of their overall infringement and counterfeiting scheme, Defendants are, upon information and belief, employing and benefitting from substantially similar, paid advertising and marketing strategies based, in large measure, upon an illegal use of counterfeits

and infringements of the adidas Marks. Specifically, Defendants are using counterfeits and infringements of at least one of Plaintiffs' famous names or trademarks in order to make their e-commerce stores selling illegal goods appear more relevant and attractive to consumers searching for Plaintiffs' related goods and information online. By their actions, Defendants are contributing to the creation and maintenance of an illegal marketplace operating in parallel to the legitimate marketplace for Plaintiffs' genuine goods. Defendants are causing individual, concurrent and indivisible harm to Plaintiffs and the consuming public by (i) depriving Plaintiffs of their right to fairly compete for space within search engine results and reducing the visibility of Plaintiffs' genuine goods on the World Wide Web, (ii) causing an overall degradation of the value of the goodwill associated with the adidas Marks, and/or (iii) increasing Plaintiffs' overall cost to market their goods and educate consumers about their brands via the Internet.

30. Upon information and belief, Defendants are concurrently targeting their counterfeiting and infringing activities toward consumers and causing harm within this district and elsewhere throughout the United States. As a result, Defendants are defrauding Plaintiffs and the consuming public for Defendants' own benefit.

31. Upon information and belief, at all times relevant hereto, Defendants in this action have had full knowledge of Plaintiffs' ownership of the adidas Marks, including their, exclusive rights to use and license such intellectual property and the goodwill associated therewith.

32. Defendants' use of the adidas Marks, including the promotion and advertisement, reproduction, distribution, sale and offering for sale of their Counterfeit Goods, is without Plaintiffs' consent or authorization.

33. Defendants are engaging in the above-described illegal counterfeiting and infringing activities knowingly and intentionally or with reckless disregard or willful blindness to

Plaintiffs' rights for the purpose of trading on Plaintiffs' goodwill and reputation. If Defendants' intentional counterfeiting and infringing activities are not preliminarily and permanently enjoined by this Court, Plaintiffs and the consuming public will continue to be harmed.

34. Defendants' above identified infringing activities are likely to cause confusion, deception and mistake in the minds of consumers before, during, and after the time of purchase. Moreover, Defendants' wrongful conduct is likely to create a false impression and deceive customers, the public, and the trade into believing there is a connection or association between Plaintiffs' genuine goods and Defendants' Counterfeit Goods, which there is not.

35. Upon information and belief, Defendants' payment and financial accounts are being used by Defendants to accept, receive, and deposit profits from Defendants' trademark counterfeiting and infringing and unfairly competitive activities connected to their Seller IDs and any other alias seller identification names being used and/or controlled by them.

36. Further, upon information and belief, Defendants are likely to transfer or secret their assets to avoid payment of any monetary judgment awarded to Plaintiffs.

37. Plaintiffs have no adequate remedy at law.

38. Plaintiffs are suffering irreparable injury and have suffered substantial damages as a result of Defendants' unauthorized and wrongful use of the adidas Marks. If Defendants' counterfeiting and infringing, and unfairly competitive activities are not preliminarily and permanently enjoined by this Court, Plaintiffs and the consuming public will continue to be harmed.

39. The harm and damages sustained by Plaintiffs have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offers to sell, and sale of their Counterfeit Goods.

COUNT I - TRADEMARK COUNTERFEITING AND INFRINGEMENT
PURSUANT TO § 32 OF THE LANHAM ACT (15 U.S.C. § 1114)

40. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 39 above.

41. This is an action for trademark counterfeiting and infringement against Defendants based on their use of counterfeit and confusingly similar imitations of the adidas Marks in commerce in connection with the promotion, advertisement, distribution, offering for sale and/or sale of the Counterfeit Goods.

42. Specifically, Defendants are promoting and otherwise advertising, selling, offering for sale, and distributing products using counterfeits and/or infringements of one or more of the adidas Marks. Defendants are continuously infringing and inducing others to infringe the adidas Marks by using one or more of them to advertise, promote, offer to sell, and/or sell counterfeit and infringing branded goods.

43. Defendants' concurrent counterfeiting and infringing activities are likely to cause and actually are causing confusion, mistake, and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' Counterfeit Goods.

44. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiffs and are unjustly enriching Defendants with profits at Plaintiffs' expense.

45. Defendants' above-described illegal actions constitute counterfeiting and infringement of the adidas Marks in violation of Plaintiffs' rights under § 32 of the Lanham Act, 15 U.S.C. § 1114.

46. Plaintiffs have each suffered and will continue to suffer irreparable injury and damages due to Defendants' above described activities if Defendants are not preliminarily and

permanently enjoined. Additionally, Defendants will continue to wrongfully profit from their illegal activities.

COUNT II - FALSE DESIGNATION OF ORIGIN
PURSUANT TO § 43(a) OF THE LANHAM ACT (15 U.S.C. § 1125(a))

47. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 39 above.

48. Upon information and belief, Defendants' Counterfeit Goods bearing, offered for sale, and sold under copies of one or more of one of the adidas Marks have been widely advertised and offered for sale throughout the United States via the Internet.

49. Defendants' Counterfeit Goods bearing, offered for sale, and sold using copies of one or more of the adidas Marks are virtually identical in appearance to Plaintiffs' genuine goods. However, Defendants' Counterfeit Goods are different in quality. Accordingly, Defendants' activities are likely to cause confusion in the trade and among the general public as to at least the origin or sponsorship of their Counterfeit Goods.

50. Defendants, upon information and belief, have used in connection with their advertisement, offer for sale, and sale of the Counterfeit Goods, false designations of origin and false descriptions and representations, including words or other symbols and trade dress which tend to falsely describe or represent such goods and have caused such goods to enter into commerce with full knowledge of the falsity of such designations of origin and such descriptions and representations, all to Plaintiffs' detriment.

51. Defendants have authorized infringing uses of one ore more of the adidas Marks in Defendants' advertisement and promotion of their counterfeit and infringing branded goods. Defendants have also misrepresented to members of the consuming public that the Counterfeit Goods being advertised and sold by them are genuine, non-infringing goods.

52. Additionally, Defendants are using counterfeits and infringements of one or more of the adidas Marks in order to unfairly compete with Plaintiffs and others for space within search engine organic results, thereby jointly depriving Plaintiffs of a valuable marketing and educational tool which would otherwise be available to Plaintiffs and reducing the visibility of Plaintiffs' genuine goods on the World Wide Web.

53. Defendants' above-described actions are in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

54. Plaintiffs have each sustained indivisible injury and damage caused by Defendants' concurrent conduct, and absent an entry of an injunction by this Court, Defendants will continue to wrongfully reap profits and each Plaintiff will continue to suffer irreparable injury to their goodwill and business reputations, as well as monetary damages.

COUNT III - COMMON LAW UNFAIR COMPETITION

55. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 39 above.

56. This is an action against Defendants based on their promotion, advertisement, distribution, sale, and/or offering for sale of goods bearing marks which are virtually identical, both visually and phonetically, to one or more of the adidas Marks in violation of Florida's common law of unfair competition.

57. Specifically, Defendants are promoting and otherwise advertising, selling, offering for sale, and distributing goods bearing counterfeits and infringements of one or more of the adidas Marks. Defendants are also using counterfeits and infringements of one or more of the adidas Marks to unfairly compete with Plaintiffs and others for (i) space in search engine results across an array of search terms and/or (ii) visibility on the World Wide Web.

58. Defendants' infringing activities are likely to cause and actually are causing confusion, mistake, and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' products by their use of the adidas Marks.

59. Plaintiffs have no adequate remedy at law and are suffering irreparable injury and damages as a result of Defendants' actions.

COUNT IV - COMMON LAW TRADEMARK INFRINGEMENT

60. Plaintiffs hereby adopt and re-allege the allegations set forth in Paragraphs 1 through 39 above.

61. This is an action for common law trademark infringement against Defendants based on their promotion, advertisement, offering for sale, and sale of their Counterfeit Goods bearing one or more of the adidas Marks. Plaintiffs are the owners of all common law rights in and to the adidas Marks.

62. Specifically, Defendants, upon information and belief, promoting and otherwise advertising, distributing, offering for sale, and selling goods bearing infringements of one or more of the adidas Marks.

63. Defendants infringing activities are likely to cause and actually are causing confusion, mistake and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' Counterfeit Goods bearing the adidas Marks.

64. Plaintiffs have no adequate remedy at law and are suffering damages and irreparable injury as a result of Defendants' actions.

PRAYER FOR RELIEF

65. WHEREFORE, Plaintiffs demand judgment on all Counts of this Complaint and an award of equitable relief and monetary relief against Defendants as follows:

a. Entry of temporary restraining order, as well as preliminary and permanent injunctions pursuant to 15 U.S.C. § 1116 and Federal Rule of Civil Procedure 65 enjoining Defendants, their agents, representatives, servants, employees, and all those acting in concert or participation therewith, from manufacturing or causing to be manufactured, importing, advertising or promoting, distributing, selling or offering to sell their Counterfeit Goods; from infringing, counterfeiting, or diluting the adidas Marks; from using the adidas Marks, or any mark or trade dress similar thereto, in connection with the sale of any unauthorized goods; from using any logo, trade name or trademark or design which may be calculated to falsely advertise the services or goods of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Plaintiffs; from falsely representing themselves as being connected with Plaintiffs, through sponsorship or association, or engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiffs; from using any reproduction, counterfeit, infringement, copy, or colorable imitation of the adidas Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants; from affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent Defendants' goods as being those of Plaintiffs, or in any way endorsed by Plaintiffs and from offering such goods in commerce; from engaging in search engine optimization strategies using colorable imitations of Plaintiffs' names or trademarks; and from otherwise unfairly competing with Plaintiffs.

b. Entry of an order pursuant to 28 U.S.C. § 1651(a), The All Writs Act, requiring the Seller IDs, and any other alias seller identification names being used or controlled

by Defendants to engage in the business of marketing, offering to sell and/or selling goods bearing counterfeits and infringements of the adidas Marks be disabled by each Defendant and the applicable governing Internet marketplace website operators and/or administrators who are provided with notice of the injunction, including Amazon.com, Inc, Bonanza.com, eBay.com, Inc., iOffer, Inc., and ContextLogic, Inc., which operates the Wish.com platform.

c. Entry of an order that, upon Plaintiffs' request, any Internet marketplace website operators and/or administrators who are provided with notice of the injunction, including but not limited to Amazon.com, Inc., Bonanza.com, eBay, Inc., iOffer, Inc., and ContextLogic, Inc., which operates the Wish.com platform, identify any e-mail address known to be associated with Defendants' respective Seller ID immediately cease facilitating access to any or all e-commerce stores through which Defendants engage in the promotion, offering for sale and/or sale of goods bearing counterfeits and/or infringements of the adidas Marks.

d. Entry of an order that, upon Plaintiffs' request, any Internet marketplace website operators and/or administrators who are provided with notice of the injunction, including but not limited to Amazon.com, Inc., Bonanza.com, eBay, Inc, iOffer, Inc., and ContextLogic, Inc., which operates the Wish.com platform, permanently remove from the multiple platforms, which include, *inter alia*, a Direct platform, Group platform, Seller Product Management platform, Vendor Product Management platform, and Brand Registry platform, any and all listings and associated images of goods bearing counterfeits and/or infringements of the adidas Marks via the e-commerce stores operating under the Seller IDs, including but not limited to the listings and associated images identified by the "parent" and/or "child" ASIN on Schedule "C" hereto, and upon Plaintiffs' request, any other listings and images of goods bearing counterfeits and/or infringements of the adidas Marks associated with any "parent" and/or "child" ASIN

linked to the same sellers or linked to any other alias seller identification names being used and/or controlled by Defendants to promote, offer for sale and/or sell goods bearing counterfeits and/or infringements of the adidas Marks.

e. Entry of an Order that, upon Plaintiffs' request, any Internet marketplace website operators and/or administrators, including but not limited to Amazon.com, Inc., Bonanza.com, eBay Inc., iOffer, Inc., and ContextLogic, Inc., which operates the Wish.com platform who are provided with notice of the injunction, immediately cease fulfillment of and sequester all goods of each Defendant bearing one or more of the adidas Marks in its inventory, possession, custody, or control, and surrender those goods to Plaintiffs.

f. Entry of an order requiring Defendants to account to and pay Plaintiffs for all profits and damages resulting from Defendants' trademark counterfeiting and infringing and unfairly competitive activities and that the award to Plaintiffs be trebled, as provided for under 15 U.S.C. §1117, or, at Plaintiffs' election with respect to Count I, that Plaintiffs be awarded statutory damages from each Defendant in the amount of two million dollars (\$2,000,000.00) per each counterfeit trademark used and product sold, as provided by 15 U.S.C. §1117(c)(2) of the Lanham Act.

g. Entry of an award pursuant to 15 U.S.C. § 1117 (a) and (b) of Plaintiffs' costs and reasonable attorneys' fees and investigative fees associated with bringing this action.

h. Entry of an order that, upon Plaintiffs' request, Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, Amazon Payments, Inc., PayPal, Inc., and ContextLogic, Inc., which operates the Wish.com platform, and their related companies and affiliates, identify and restrain all funds, up to and including the total amount of judgment, in all

financial accounts and/or sub-accounts used in connection with the Seller IDs or other alias seller identification or e-commerce store names used by Defendants presently or in the future, as well as any other related accounts of the same customer(s) and any other accounts which transfer funds into the same financial institution account(s), to be surrendered to Plaintiffs in partial satisfaction of the monetary judgment entered herein.

i. Entry of an award of pre-judgment interest on the judgment amount.

j. Entry of an order for any further relief as the Court may deem just and

proper.

DATED: October 31, 2018.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.

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Attorneys for Plaintiffs



SCHEDULE "A"
DEFENDANTS BY NUMBER AND SELLER ID

Defendant Number	Defendant / Seller ID Name
1	SPORT JERSEY SHOPS
2	GFJ5HL51-H
3	heluqu
4	henry kevin
5	hucunse
6	smartdraftusa
7	ZAP_BHAVYA
8	Fantasytravel
9	kirkw9375 a/k/a Discount Jerseys
10	Mrspring
11	newshop99
12	peteradam
13	ShopT2 a/k/a Tina
14	yaligo
15	yd001
16	90changyi
17	ailiam_0
18	alex84000
19	beautifulhouse2017
20	bestdeal2019
21	bestshop0202
22	chengchuangdianqi
23	doudou109
24	emillysky25
25	evnyy2018
26	feng6896-0
27	gffg2018
28	gz2625112666
29	ha_7212276
30	huanbina0
31	islane-store
32	jadeasp
33	land_of_smile
34	lazio5802-7
35	leopard_chong
35	leopard_wu

36	liyali1987
37	mdeals109
38	mdfh4756
39	mehdamarni-0
40	omama-88
41	pakkitop
42	peladoppp
43	peshpashi
44	quick_ship_store
45	reallykim018_4
46	shoponline2603
47	shopsafely2018
48	smartshop-18
49	stylish-store1
50	thanhnt-store
51	thebigstore17
52	themkstore8
53	vanvauiv
54	whensoever
55	yhon_95
56	youelha15
57	youyijiaqq
58	521lulu
59	AAA Top Thailand Quality Jerseys
60	amuybeen
61	Angel Lover 2099
62	chenshimei fashion
63	Clouds shipping
64	clovoices
65	ehappy company
66	Gorgeous Goods
67	huangfei
68	huliming
69	I Love My Fashion
70	I Love World Cup
71	Lucky666666
72	luoxuejia
73	menghuanxiyou
74	MY fashion line
75	MySoccerJersey
76	Our fashion family

77	qiuyitianxia
78	Rugby
79	SH168
80	Shenzhen Goshawk Technology Co.,Ltd
81	Sportswear club
82	superhao
83	Top Thailand Quality Jerseys
84	uhhia55521
85	wanfen168
86	yinpeihua123
87	ywgsyouth138

SCHEDULE "B"
ADIDAS'S FEDERALLY REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Class / Goods
ADIDAS	0,891,222	May 19, 1970	IC25. sport shoes namely, track and field shoes, baseball, boxing, football, skating, golf, and soccer shoes; sportswear namely, suits, shorts, pants, tights, shirts, gloves, and the like; jerseys; socks; sport shoes namely, track and field training shoes, basketball shoes, and tennis shoes.
adidas	1,050,759	October 19, 1976	IC 028. Balls of every kind.
adidas	1,300,627	October 16, 1984	IC 025. Sportswear-Namely, Suits, Shorts, Pants, Tights, Shirts, Jerseys, Socks, Gloves, Jackets, Coats, Swimwear, Sweaters, Caps, Pullovers, Warm-Up Suits, Boots, Shoes, Slippers.
CLIMALITE	1,809,301	December 7, 1993	IC 025. Shirts.
	2,278,591	September 21, 1999	IC 25. sports and leisure wear, namely, shorts.
	2,411,802	December 12, 2000	IC 018. All purpose sport bags, athletic bags, traveling bags, backpacks, knapsacks. IC 025. Sports and leisure wear, namely, shorts, pants, shirts, T-shirts, jerseys, socks, gloves, jackets, swimwear, caps and hats, pullovers, sweat-shirts, sweat suits, track suits, warm-up suits; boots, sandals, specific purpose athletic shoes and general all purpose sports shoes. IC 028. Sports balls and playground balls; guards for athletic use, namely, shin guards, knee guards and leg guards.
CLIMACOOOL	2,651,581	November 19, 2002	IC 025. Clothing, namely, footwear, sport shoes, headwear, shirts, T-shirts, jerseys, underwear, swimwear, shorts, pants, skirts, sweaters, caps, hats, visors, warm up suits, rain suits, ski suits, jumpsuits, boots, sandals, sweat shirts, jackets, uniforms, wrist bands and head bands, gloves and socks.

adidas	3,255,820	June 26, 2007	IC 018. Bags for general and sport use, namely, handbags, tote bags, waist packs, overnight bags, gym bags, duffel bags, backpacks, knapsacks, beach bags, trunks, suitcases and travelling bags, wallets, briefcases, key cases, purses, parasols and umbrellas
TELSTAR	3,508,598	September 30, 2008	IC 028. Soccer balls.
CLIMACHILL	4,585,788	August 12, 2014	IC 025. Footwear; apparel, namely, shirts, tops, shorts
adidas	4,679,762	January 27, 2015	IC 009. Mobile phone covers; laptop covers and sleeves; protective covers and sleeves for tablet computer.

SCHEDULE “C”
AMAZON STANDARD IDENTIFICATION NUMBERS (“ASIN”) BY DEFENDANT

Defendant Number	Defendant / Seller ID	Amazon Seller ID No.	Infringing Product ASIN
1	SPORT JERSEY SHOPS	ARWMZDGF8JQF1	B07FJYYSRV
2	GFJ5HL51-H	A1PEPR4TRX2Z3J	B0795XMMTZ
3	heluqu	A1H89P6QQHGN9F	B079G6D1RD
4	henry kevin	AYL80TS1CXM5Z	B07DH2H5JQ
5	hucunse	A2V480RXBDFEXX	B079G6D1RD
6	smartdraftusa	A1LK8KAMV9W7CF	B07B9ZWNL7
7	ZAP_BHAVYA	A3OTPI5J3O3AIY	B07FJYYSRV