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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation;
and VALENTINO S.P.A., an Italian corporation,

Plaintiffs,

v.

KAITLYN PAN GROUP, LLC f/k/a/ “JANE’S
INTERNATIONAL TRADING, LLC”, a New
York limited liability corporation; HAO PAN, an
individual, and JOHN and/or JANE DOES 1-10,

Defendants.

No.

COMPLAINT FOR DAMAGES
AND EQUITABLE RELIEF

I. INTRODUCTION

1. Valentino S.p.A. (“Valentino”) is a legendary luxury fashion brand. Since 1960, Valentino has been synonymous with high fashion apparel and merchandise worn by the well-dressed and fashionistas and beloved and endorsed by countless movie stars and celebrities. Valentino is an acknowledged industry leader, recognized for unique and innovative styling, high-quality materials, and outstanding craftsmanship. Its products have gained a reputation for their quality and bold style.

2. Among Valentino’s most popular and recognizable products are its Rockstud shoes, sold under the Valentino Garavani and Rockstud trademarks, which feature metallic, three-dimensional, pyramid-shaped studs on heels, ballet flats, mules, and sandals. The

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 distinctive studs and their configuration and placement in the shoe design is unique to Valentino,
2 well-known, and instantly recognized by consumers as a symbol of Valentino's high-quality
3 products, reputation, and goodwill. Since launching in 2010, Valentino Garavani Rockstud
4 shoes have been in consistent demand in the United States and around the world and have been
5 photographed on countless celebrities while earning extensive critical review and acclaim.
6 Within five years of introducing the Rockstud shoes, Valentino's revenues doubled.

7 3. Since opening its virtual doors on the World Wide Web in July 1995,
8 Amazon.com, Inc. ("Amazon") has worked hard to build and maintain customer trust, striving to
9 be the world's most customer-centric company. Each day, millions of consumers use Amazon's
10 store to purchase a wide range of products across dozens of product categories from Amazon and
11 third-party sellers.

12 4. Amazon invests significant resources and effort into building and preserving its
13 customers' trust. To protect consumers and preserve the integrity of the Amazon store, Amazon
14 has robust policies and highly developed fraud detection systems to prevent third-party bad
15 actors from selling counterfeit products in Amazon's store. When Amazon discovers that a bad
16 actor is attempting to violate Amazon's anti-counterfeiting policies, it takes immediate action to
17 remove the bad actor from the store and, in appropriate cases, to permanently enjoin the bad
18 actor from future sales through court orders.

19 5. Valentino's distinctive and bestselling Rockstud designs have been the subject of
20 frequent copying by those attempting to capitalize on Valentino's success. Two of these
21 imitators are Kaitlyn Pan Group, LLC and Hao Pan (collectively "Defendants"), who introduced
22 a line of shoes that blatantly copy the iconic look and design of Valentino Garavani Rockstud
23 shoes, infringing Valentino's trademark and design patents. Defendants advertise and sell the
24 infringing products through their website www.kaitlynpan.com, without Valentino's
25 authorization and in violation of Valentino's valuable intellectual property ("IP") rights.

1 Defendants also operated a selling account on Amazon’s online store through which they
2 unlawfully advertised and sold infringing shoes.

3 6. Defendants’ unlawful copying and infringement of Valentino Garavani Rockstud
4 shoe designs is knowing and willful, and continues despite Valentino’s cease-and-desist letter to
5 Defendants, as well as notice from Amazon to Defendants of certain of Valentino’s claims.

6 7. As a result of their illegal actions, Defendants have infringed and misused
7 Valentino’s IP; willfully deceived Amazon and its customers; attempted to compromise the
8 integrity of Amazon’s store, which risked undermining the trust that customers place in Amazon
9 and Valentino; tarnished Amazon’s and Valentino’s brands and reputations; and harmed Amazon
10 and Valentino and their customers. Additionally, Defendants’ illegal actions have caused
11 Amazon and Valentino to expend significant resources to investigate and combat Defendants’
12 wrongdoing and to bring this lawsuit to prevent Defendants from inflicting further and continued
13 harm on Amazon, Valentino, and their customers.

14 8. Defendants’ illegal actions as described below breached numerous provisions of
15 Amazon’s Business Solutions Agreement (“BSA”), which entitles Amazon to injunctive relief to
16 stop Defendants from infringing and misusing Valentino’s IP and to prevent them from selling
17 their infringing products. Defendants’ actions also constitute trademark infringement and
18 counterfeiting and unfair competition under the Lanham Act, 15 U.S.C. § 1114 and § 1125,
19 design patent infringement under 35 U.S.C. § 271, and unfair competition under the common law
20 of Washington, for which Amazon and Valentino seek various forms of damages and equitable
21 relief.

22 **II. THE PARTIES**

23 9. Amazon is a Delaware corporation with its principal place of business in Seattle,
24 Washington. Through its subsidiaries, Amazon owns and operates the Amazon.com website,
25 equivalent international websites, and Amazon stores.

1 10. Valentino is an Italian corporation with its principal place of business in Milan,
2 Italy. Valentino is the owner of several patented designs and a trademark used in connection
3 with its Rockstud shoe products. Valentino and its licensees, authorized distributors, and
4 affiliates are the sole and exclusive distributors in the United States of women’s shoes bearing
5 the protected Rockstud designs and trademark.

6 11. On information and belief, Defendant Kaitlyn Pan Group, LLC, formerly known
7 as Jane International, LLC, is a New York entity with its principal place of business at 1967
8 Wehrle Drive, Ste 1, Buffalo, New York 14221-8452. On further information and belief,
9 Defendant Kaitlyn Pan Group, LLC personally participated in and/or had the right and ability to
10 supervise, direct, and control the wrongful conduct alleged in this Complaint, and derived a
11 direct financial benefit as a result of that wrongful conduct.

12 12. On information and belief, Defendant Hao Pan is either an individual who resides
13 in New York or is an alter ego of Defendant Kailyn Pan Group, LLC. On further information
14 and belief, Hao Pan personally participated in and/or had the right and ability to supervise, direct,
15 and control the wrongful conduct alleged in this Complaint, and derived a direct financial benefit
16 from that wrongful conduct.

17 13. On information and belief, Defendants John and/or Jane Does 1-10 (the “Doe
18 Defendants”) are individuals and entities working in active concert to knowingly and willfully
19 manufacture, import, distribute, offer for sale, and sell infringing products.

20 **III. JURISDICTION AND VENUE**

21 14. The Court has subject matter jurisdiction over Valentino’s claims for trademark
22 infringement and counterfeiting under 15 U.S.C. § 1121 (action arising under Lanham Act); 28
23 U.S.C. § 1331 (federal question); and subject matter jurisdiction over Valentino’s claims for
24 patent infringement under 28 U.S.C. § 1338(a) (any Act of Congress relating to patents or
25 trademarks).

1 15. The Court has jurisdiction over Amazon’s breach of contract claim pursuant to 28
2 U.S.C. § 1332 (diversity) and/or 28 U.S.C. § 1367 (supplemental jurisdiction).

3 16. The Court has personal jurisdiction over Defendants because they transacted
4 business and committed tortious acts within and directed to the State of Washington, and
5 Amazon’s and Valentino’s claims arise from those activities. Defendants reached out to do
6 business with Washington residents by operating commercial, interactive internet storefronts
7 through which Washington residents could purchase products that infringed Valentino’s IP.
8 Defendants targeted sales to Washington residents by operating these internet storefronts that
9 (i) offered shipping throughout the United States, including Washington; and (ii) sold infringing
10 products to residents of Washington. Defendants are committing tortious acts in Washington and
11 have wrongfully caused Amazon and Valentino substantial injury in Washington.

12 17. Further, on March 25, 2015, Defendants entered into the BSA with Amazon for
13 their selling account, stipulating that the “Governing Court” for claims to enjoin infringement of
14 IP is state or federal court in King County, Washington.

15 18. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a
16 substantial part of the events giving rise to the claims occurred in the Western District of
17 Washington, and because the BSA explicitly rests venue in this District.

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

21 **IV. FACTS**

22 **A. Amazon’s Significant Efforts to Prevent the Sale of Counterfeit**
23 **and Infringing Goods**

24 20. Since opening its virtual doors on the World Wide Web in July 1995,
25 Amazon.com has worked hard to build and maintain customer trust, striving to be the world’s
26 most customer-centric company. Each day, consumers use Amazon’s store to purchase a wide
27

1 range of products across dozens of product categories from Amazon and third-party sellers.
2 Amazon recognizes that customer trust is hard to win and easy to lose, so Amazon invests
3 significant resources and effort into building and preserving its customers' trust.

4 21. Amazon works hard to build a reputation as a store where customers can
5 conveniently select from a wide array of authentic goods and services at competitive prices.
6 Amazon invests significant effort and resources to ensure that when a customer makes a
7 purchase through Amazon's stores—either directly from Amazon or from one of its millions of
8 third-party sellers—they will receive authentic products made by the true manufacturer of those
9 products.

10 22. A small number of bad actors seek to abuse that trust by attempting to create
11 Amazon Selling Accounts and trying to use Amazon's store to market, sell, and distribute
12 counterfeit or infringing goods. These bad actors seek to misuse and infringe the trademarks and
13 other IP of the actual manufacturer or rights owner of those goods to deceive consumers and
14 Amazon. The unlawful and expressly prohibited sale of counterfeit goods in Amazon's store
15 threatens to undermine the trust that customers, sellers, and manufacturers place in Amazon, and
16 tarnishes Amazon's brand and reputation, thereby causing irreparable reputational harm.

17 23. Amazon prohibits the sale of inauthentic and infringing products and is constantly
18 innovating on behalf of its customers and working with brands, manufacturers, rights owners,
19 and others to improve the ways it detects and prevents counterfeit products from being sold to
20 consumers. Amazon employs dedicated teams of software engineers, research scientists,
21 program managers, and investigators to operate and continually refine its anti-counterfeiting
22 program. Among other things, when sellers register to sell products through Amazon's store,
23 Amazon's automated systems scan information about the sellers for indicia that the prospective
24 sellers might be bad actors, and Amazon blocks bad actors during registration before they can
25 offer any products for sale.

1 24. Amazon's systems automatically and continuously scan thousands of variables
2 related to sellers, products, and offers to detect activity that indicates products might be
3 counterfeits offered by a bad actor. Amazon uses innovative machine learning to improve its
4 automated systems in order to anticipate and outwit bad actors. Numerous Amazon investigators
5 around the world respond quickly to review any listing identified as a potential counterfeit
6 product. These investigators also review notices of claimed infringement from rights owners,
7 who are most familiar with their products. When Amazon determines a product offered for sale
8 is a counterfeit, it removes the product immediately. Amazon regularly suspends or blocks bad
9 actors suspected of engaging in illegal behavior or infringing others' IP rights.

10 25. Amazon also listens to signals and feedback from customers, rights owners,
11 regulators, and its selling partners to help identify and swiftly remove bad listings that make it
12 past the proactive controls. For example, Amazon continuously monitors the more than 45
13 million pieces of feedback it receives from customers each week. When Amazon detects issues
14 based on this feedback, it takes action to address the specific issues and uses the information to
15 improve its proactive controls to prevent issues from occurring in the first place.

16 26. Amazon also works closely with brands and rights owners to strengthen
17 protections for their brands on Amazon.com. Amazon continues to invest in improvements to its
18 tools with the goal of reducing invalid complaints by providing a self-guided, educational, and
19 streamlined reporting experience for rights owners.

20 27. Amazon also invests heavily in developing and continuously improving its
21 programs and tools to prevent counterfeiting. For example, in 2017, Amazon launched the
22 Amazon Brand Registry, which is free to any rights owner with a government-registered
23 trademark, regardless of their economic relationship with Amazon. Brand Registry delivers
24 automated brand protections that use machine learning to predict infringement and proactively
25 protect brands' IP. Brand Registry also provides a powerful Report a Violation tool that allows
26 brands to search for and accurately report potentially infringing products using state-of-the-art

1 image search technology. More than 350,000 brands are enrolled in Brand Registry, and those
2 brands that do so are finding and reporting 99% fewer suspected infringements than before their
3 participation in Brand Registry. Indeed, Valentino is enrolled in Brand Registry, and its
4 participation has enabled Amazon to automatically block repeated efforts by bad actors to
5 infringe on Valentino's intellectual property rights for its Rockstud shoes and other Valentino
6 products.

7 28. In 2018, Amazon launched Transparency, a product serialization service that
8 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can
9 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,
10 law enforcement, and customers to determine the authenticity of any Transparency-enabled
11 product, regardless of where the product was purchased. Since Transparency's launch in 2018,
12 over 7,500 brands have enrolled, protecting over 25,000 products, and preventing over 400,000
13 counterfeit products from being sold.

14 29. In 2019, Amazon launched Amazon Project Zero, a program to empower brands
15 to help Amazon drive counterfeits to zero. Amazon Project Zero introduced a novel self-service
16 counterfeit removal tool that enables brands to remove counterfeit listings directly from Amazon
17 stores. This enables brands to take down listings on their own and have them removed from
18 Amazon stores within minutes. Since the program launched in 2019, over 9,000 brands have
19 enrolled.

20 30. In addition, Amazon partners with rights owners and law enforcement to identify
21 and prosecute bad actors suspected of engaging in illegal activity. Lawsuits like this one,
22 targeted directly at identified bad actors, further complement Amazon's efforts to prevent the
23 sale and distribution of counterfeit and infringing goods.

1 **B. Valentino and Its Anti-Counterfeiting Efforts**

2 31. For over fifty years, Valentino has been a cornerstone of the international fashion
3 scene, creating statement making ready-to-wear, evocative fragrances, and signature shoes and
4 handbags under the trademark Valentino Garavani.

5 32. Valentino sells its products to customers in a variety of ways, including through
6 more than nine branded designer boutiques in the United States, numerous high-end department
7 stores, including Neiman Marcus, Barneys, Saks, Nordstrom, Harvey Nichols, Macy's,
8 Selfridge's, and Bloomingdales, and other authorized third-party retailers, and its website,
9 www.valentino.com.

10 33. Valentino is the owner of an extensive intellectual property portfolio. Relevant to
11 this Complaint, Valentino owns a registered trademark for "ROCKSTUD," Trademark
12 Registration No. 4362864, for use in connection with footwear, among other goods (the
13 "Valentino Trademark"). A true and correct copy of the registration certificate for the Valentino
14 Trademark reflecting Valentino's ownership is attached as **Exhibit A**. Such right, title, and
15 interest includes, without limitation, the right to sue and receive damages for past, present, and
16 future trademark infringement and counterfeiting.

17 34. By way of assignment, Valentino is the owner of all rights, title, and interest in
18 and to United States Design Patent No. D818,249 for an ornamental design entitled "Shoe."
19 Design Patent No. D818,249, a copy of which is attached as **Exhibit B**, was duly issued on
20 May 22, 2018, by the United States Patent and Trademark Office. Such right, title, and interest
21 includes, without limitation, the right to sue and receive damages for past, present, and future
22 patent infringement.

23 35. By way of assignment, Valentino is the owner of all rights, title, and interest in
24 and to United States Design Patent No. D817,608 for an ornamental design entitled "Shoe."
25 Design Patent No. D817,608, a copy of which is attached as **Exhibit C**, was duly issued on
26 May 15, 2018, by the United States Patent and Trademark Office. Such right, title, and interest
27

1 includes, without limitation, the right to sue and receive damages for past, present, and future
2 patent infringement.

3 36. By way of assignment, Valentino is the owner of all rights, title and interest in
4 and to United States Design Patent No. D779,796 for an ornamental design entitled “Shoe.”
5 Design Patent No. D779,796, a copy of which is attached as **Exhibit D**, was duly issued on
6 February 28, 2017, by the United States Patent and Trademark Office. Such right, title, and
7 interest includes, without limitation, the right to sue and receive damages for past, present, and
8 future patent infringement.

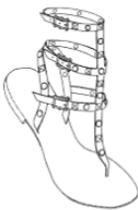
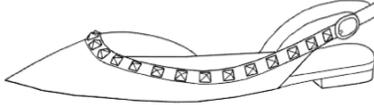
9 37. By way of assignment, Valentino is the owner of all rights, title, and interest in
10 and to United States Design Patent No. D835,895 for an ornamental design entitled “Shoe.”
11 Design Patent No. D835,895, a copy of which is attached as **Exhibit E**, was duly issued on
12 December 18, 2018, by the United States Patent and Trademark Office. Such right, title, and
13 interest includes, without limitation, the right to sue and receive damages for past, present, and
14 future patent infringement.

15 38. By way of assignment, Valentino is the owner of all rights, title, and interest in
16 and to United States Design Patent No. D812,354 for an ornamental design entitled “Shoe.”
17 Design Patent No. D812,354, a copy of which is attached as **Exhibit F**, was duly issued on
18 March 13, 2018, by the United States Patent and Trademark Office. Such right, title, and interest
19 includes, without limitation, the right to sue and receive damages for past, present, and future
20 patent infringement.

21 39. By way of assignment, Valentino is the owner of all rights, title, and interest in
22 and to United States Design Patent No. D852,473 for an ornamental design entitled “Shoe.”
23 Design Patent No. D852,473, a copy of which is attached as **Exhibit G**, was duly issued on
24 July 2, 2019, by the United States Patent and Trademark Office. Such right, title, and interest
25 includes, without limitation, the right to sue and receive damages for past, present, and future
26 patent infringement.

27
COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 40. The design patents described in Paragraphs 33–39 are referred to collectively as
 2 “Valentino’s Design Patents.”

U.S. Design Patent Registration Number	Valentino Design Patent
D818,249	
D817,608	
D779,796	
D835,895	
D812,354	
D852,473	

1 41. Valentino is committed to protecting consumers from counterfeit and infringing
2 products. Valentino regularly monitors websites for counterfeit and infringing products, and
3 works cooperatively with retailers and other entities around the world to combat the sale of
4 counterfeits. Partnering with Amazon in the shared goal to eradicate counterfeiting is a critical
5 part of Valentino's strategy.

6 **C. Defendants Created an Amazon Selling Account and Agreed Not to**
7 **Sell Counterfeit and Infringing Goods**

8 42. Defendants established and operated an Amazon selling account, through which
9 they sought to advertise, market, sell, and distribute counterfeit Valentino Garavani Rockstud
10 shoes.

11 43. To become a third-party seller on Amazon's website, sellers are required to agree
12 to the BSA, which governs the applicant's access to and use of Amazon's services and sets forth
13 Amazon's rules and restrictions for selling through the website. By entering into the BSA, each
14 seller represents and warrants that it "will comply with all applicable Laws in [the] performance
15 of [its] obligations and exercise of [its] rights" under the BSA. A true and correct copy of the
16 BSA Defendants signed is attached as **Exhibit H**.

17 44. The BSA incorporates (and sellers therefore agree to be bound by) Amazon's
18 Anti-Counterfeiting Policy, attached as **Exhibit I**, which explicitly prohibits the sale of
19 counterfeit goods in the Amazon store:

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

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

Id.

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 45. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to
2 preventing the sale and distribution of counterfeit goods in the Amazon store, and the
3 consequences Amazon imposes when it becomes aware of counterfeiting:

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

1 us. We will promptly investigate and take all appropriate
2 actions to protect customers, sellers, and rights holders. You
3 may view counterfeit complaints on the Account Health page
4 in Seller Central.

5 *Id.*

6 46. By virtue of becoming a third-party seller on Amazon’s website, and establishing
7 a selling account, Defendants explicitly agreed to, and are bound by, the BSA (among other
8 agreements). Defendants thus agreed not to advertise, market, sell, or distribute counterfeit
9 products.

10 **D. The Iconic Valentino Garavani Rockstud Shoe Collection**

11 47. In 2010, Valentino designers Maria Grazia Chiuri and Pierpaolo Piccioli created
12 the Valentino Garavani Rockstud footwear collection, which rapidly grew into one of
13 Valentino’s most iconic and popular lines and quickly achieved renown with consumers, the
14 media and the footwear industry.

15 48. Since their debut in 2010, Valentino has continuously and extensively marketed,
16 promoted, and sold its Rockstud shoes, which are sold under the Valentino Garavani Trademark
17 and incorporate Valentino’s Design Patents. Indeed, the Rockstud shoes have been a mainstay
18 on store shelves for over a decade, highlighting their strength in the market and constant
19 profitability.

20 49. Valentino Garavani Rockstud shoes sold under the Valentino Trademark and
21 using Valentino’s Design Patents have been described as “one of the biggest footwear hits of the
22 last decade,” as holding a place in “the iconic accessories” hall of fame, and as one of “the most
23 iconic design accessories of all time.”¹

24 ¹ *Tied up, valentino style*, Birmingham Mail (UK), 2017 WLNR 30459934, (Oct. 5, 2017);
25 Emma Akbareian, *Sold out Valentino Rockstud shoes send company profits soaring*, Independent
26 Online (June 1, 2015), <https://www.independent.co.uk/life-style/fashion/news/valentino-rockstud-shoes-send-company-profits-soaring-10289001.html>; Milli Midwood, *The Rise of the Valentino Rockstud*, The Luxury Closet (Oct. 21, 2015), <https://blog.theluxurycloset.com/2015/10/21/rise-valentino-rockstud/>.

1 50. Valentino has sold hundreds of million dollars' worth of Rockstud shoes since
2 2010.

3 51. Within five years of introducing the Rockstud shoes, Valentino's revenues
4 doubled.²

5 52. Valentino Garavani Rockstud shoes currently retail between US\$425.00 and
6 US\$1,095.00, underscoring their exclusivity and high quality.

7 53. Valentino has invested millions of dollars in promoting the sales of its Rockstud
8 shoes in a wide variety of media.

9 54. Valentino Garavani Rockstud shoes have been heavily and widely promoted
10 throughout the United States and the world, featured by different media outlets, and worn by
11 countless celebrities appearing in magazines, social media, and news articles.

12 55. Valentino Garavani Rockstud shoes have been the subject of extensive third-
13 party press and unsolicited media coverage, such as in *Vogue*, *Harper's Bazaar*, and the *Wall*
14 *Street Journal*.

15 56. In short, the media recognizes that "Valentino [Garavani] Rockstud shoes have
16 become a closet staple in every silhouette and shade since they first hit the scene in 2010. The
17 brand's now signature extra is coveted by bloggers, editors and celebs alike . . ."³

18 57. As a result of Valentino's extensive sales and advertising, its quality standards
19 and exclusivity of sales through Valentino and authorized distributors, as well as unsolicited
20 press and word of mouth, Valentino Garavani Rockstud shoes have come to symbolize
21 Valentino, its high-quality goods, and its reputation and goodwill.

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23 _____
24 ² Lauren Milligan, *The Secret of Valentino's Success Revealed*, *Vogue UK* (May 29, 2015),
25 <https://www.vogue.co.uk/article/valentino-rockstud-shoes-sell-out-accessories-sales-up>; Harper's
26 *Bazaar* Staff, *The Secret of Valentino's Success Revealed*, *Harper's Bazaar* (June 2, 2015),
27 <https://www.harpersbazaar.com.sg/fashion/the-secret-of-valentinos-success-revealed/>.

³ Harper's *Bazaar* Staff, *The Secret of Valentino's Success Revealed*, *Harper's Bazaar* (June 2,
2015), <https://www.harpersbazaar.com.sg/fashion/the-secret-of-valentinos-success-revealed/>.

1 58. Valentino has protected its innovative designs through a broad range of
 2 intellectual property rights, including through trademarks and design patents issued by the
 3 United States Patent and Trademark Office.

4 59. Valentino is the owner of the Valentino Trademark, which it uses in connection
 5 with the sale of its iconic Rockstud footwear collection. *See Exhibit A.*

6 60. Valentino’s Design Patents cover the ornamental features of Valentino Garavani
 7 Rockstud shoe designs.

8 61. The features covered by the Valentino Design Patents are not dictated by
 9 function; rather, they are the product of aesthetic choices made by Valentino when it created the
 10 designs.

11 **E. Defendants’ Sale of Counterfeit and Infringing Products**

12 62. Rather than innovate and develop their own shoe designs, Defendants chose to
 13 copy the Valentino Trademark and Valentino’s Design Patents by selling to U.S. consumers
 14 shoes that infringed Valentino’s IP rights through Amazon.com and their website,
 15 www.kaitlynpan.com.

16 63. Defendants knowingly and willfully used the Valentino Trademark in connection
 17 with the advertisement, marketing, distribution, offering for sale, and sale of counterfeit
 18 Valentino products in the United States and Washington.

19 64. Defendants advertised, marketed, distributed, offered for sale, and sold the
 20 following products under the Valentino Trademark:

Defendants’ Infringing Use of the Valentino Trademark	Defendants’ Infringing Product
Kaitlyn Pan RockStud Ballerina Leather Flats	

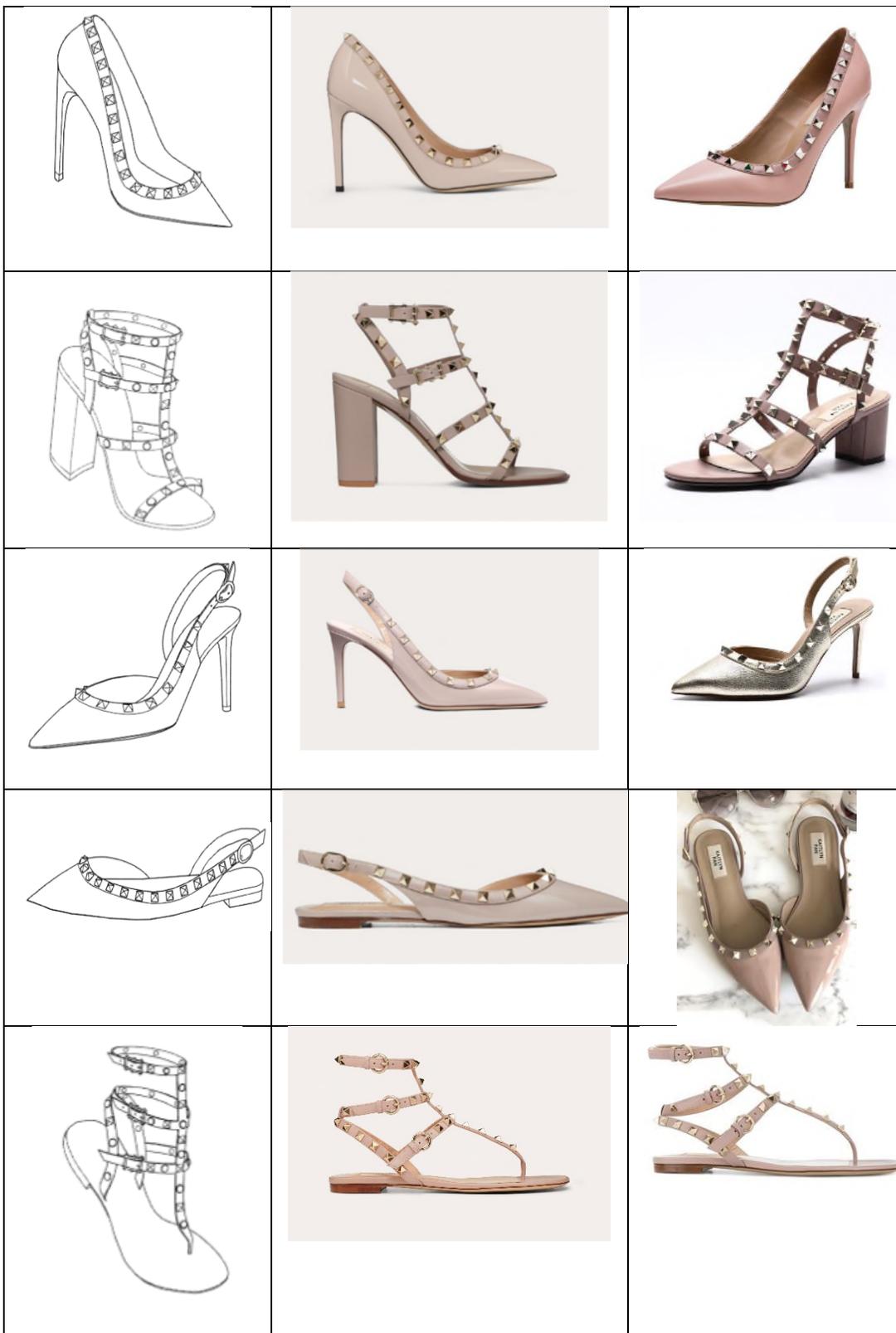
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<p>Kaitlyn Pan RockStud Strappy Ballerina Leather Flats</p>	
<p>Kaitlyn Pan RockStud Slingback High Heel Leather Pumps</p>	
<p>Kaitlyn Pan RockStud Slingback Kitten Heel Leather Pumps</p>	
<p>Kaitlyn Pan Rockstud T-Strap Flat Sandal</p>	

65. Despite Defendants’ knowledge of Valentino’s Design Patents, Defendants continued to advertise, market, distribute, offer for sale, and sell the below infringing products that incorporate or embody Valentino’s Design Patents:

<p>Valentino’s Design Patent</p>	<p>Valentino Garavani Shoe Embodying Valentino’s Design Patent</p>	<p>Defendants’ Infringing Product</p>
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5 66. The products identified in Paragraphs 64 and 65 are collectively referred to as the
6 “Infringing Products.” Each of these Infringing Products was sold using the Valentino
7 Trademark, or incorporated or embodied a Valentino Design Patent, or both.

8 67. Up and until September 25, 2019, Defendants continued to sell their Infringing
9 Products through Amazon.com that infringed and unfairly competed with Valentino’s authentic
10 shoes. Defendants to date continue to sell Infringing Products on the www.kaitlynpan.com
11 website.

12 68. In or around March 2019, Valentino conducted a test purchase from Defendants’
13 selling account of a product Defendants advertised as a “RockStud Slingback Leather Pump.”
14 Defendants used the Valentino Trademark to advertise the product, and the actual product bore
15 indications of Valentino’s brand. Valentino reviewed the product Defendants shipped and
16 determined that the product sold by Defendants is counterfeit.

17 69. In or around March 2019, Valentino conducted a test purchase from Defendants’
18 website, www.kaitlynpan.com, for a product advertised by Defendants as a “Studded Slingback
19 High Heel Pump.” The actual product embodied Valentino’s Design Patent No. D852,473, and
20 other indications of Valentino’s brand. Valentino reviewed the product Defendants shipped and
21 determined that the product sold by Defendants is counterfeit.

22 70. Defendants’ copying and infringing of the Valentino Trademark and Valentino
23 Design Patents is intentional and willful. Defendants’ sale of the Infringing Products has been
24 the subject of Valentino’s policing efforts, including multiple takedown notices sent to
25 Defendants, yet Defendants continue to import, distribute, sell, and offer for sale Infringing
26 Products.

1 71. For example, on April 2, 2019, Valentino sent Defendants a letter putting
2 Defendants on notice of their infringing activities. A true and correct copy of that cease and
3 desist letter is attached hereto as **Exhibit J**. Defendant Hao Pan responded and identified
4 himself as the “Managing Member” of Kaitlyn Pan Group, LLC. Defendant Hao Pan, on behalf
5 of and as Kaitlyn Pan Group, LLC, agreed to remove some Infringing Products from Amazon
6 and Defendants’ website, but failed to do so.

7 72. Defendants’ bad faith is further evidenced by the trademark application Defendant
8 Kaitlyn Pan Group, LLC filed on September 10, 2019 for the word mark ROCK’N STUDS BY
9 KAITLYN PAN, Serial Number 88611397, for use in connection with “Footwear; shoes; boots;
10 handbags.” A true and correct copy of Defendant Kaitlyn Pan Group LLC’s trademark
11 application filed on September 10, 2019 is attached hereto as **Exhibit K**.

12 73. Defendant Kaitlyn Pan Group, LLC’s trademark application for ROCK’N STUDS
13 BY KAITLYN PAN fully incorporates the Valentino Trademark, and was filed after Defendants
14 received notice from Valentino of their infringing activities.

15 74. Defendants had full knowledge of Valentino’s prior exclusive rights, the
16 reputation and goodwill of the Valentino Trademark and the Valentino Design Patents, and that
17 those identifiers are associated exclusively with Valentino.

18 75. Defendants, without any authorization or license from Valentino, have knowingly
19 and willfully used the Valentino Trademark and to embody the designs in Valentino’s Design
20 Patents in connection with the importation, marketing, offering for sale, and sale of the
21 Infringing Products through the Internet.

22 76. Valentino has not licensed or authorized Defendants to import, market, offer for
23 sale, or sell products using the Valentino Trademark or embodying the designs in Valentino’s
24 Design Patents, or to use or exploit Valentino’s IP rights.

25 77. Defendants’ use of the Valentino Trademark and embodiment of the designs in
26 Valentino’s Design Patents in connection with importing, marketing, offering for sale, and sale
27

1 of the Infringing Products is irrevocably harming Valentino, and unfairly and unlawfully wrests
2 from Valentino control over its reputation. Valentino has no adequate remedy at law.

3 **F. Amazon and Valentino Shut Down Defendants' Account**

4 78. Despite repeated warnings from Amazon, Defendants continued to sell infringing
5 Valentino products.

6 79. Defendants also knowingly and willfully used Valentino's IP in connection with
7 the advertisement, distribution, offering for sale, and sale of counterfeit Valentino products into
8 the United States and Washington over the Internet.

9 80. At all times, Defendants knew that the BSA prohibited the use of Amazon's store
10 to distribute infringing goods. Defendants knowingly and intentionally breached the BSA by
11 marketing, selling, and distributing infringing goods in Amazon's store.

12 81. Defendants have deceived Amazon's customers and Amazon, infringed and
13 misused Valentino's IP, and harmed the integrity of Amazon's store and tarnished Amazon's and
14 Valentino's brands.

15 82. By virtue of becoming a third-party seller on Amazon's website, and establishing
16 a selling account, Defendants explicitly agreed to, and are bound by, the BSA (among other
17 agreements). Defendants, therefore, agreed not to advertise, market, sell, or distribute counterfeit
18 products.

19 83. Defendants advertised, marketed, sold, and distributed counterfeit and infringing
20 products that infringed the Valentino Trademark and Valentino's Design Patents. This conduct
21 violated the BSA.

22 84. Amazon, after receiving notice from Valentino, confirmed Defendants' unlawful
23 sale of Infringing Products and blocked Defendants' selling account. In doing so, Amazon
24 exercised its rights under the BSA to protect its customers, Valentino, and the integrity of its
25 store.

1 85. In Amazon's experience, however, it is not uncommon for bad actors who attempt
2 to sell counterfeit and infringing products and are blocked by Amazon to then attempt
3 fraudulently to create new selling identities to obtain access to the Amazon store. Thus, unless
4 Defendants and all of their affiliated and/or successor entities are immediately and permanently
5 enjoined from using Amazon's store to sell goods, the harm Defendants caused to Amazon,
6 legitimate third-party manufacturers/sellers like Valentino, and consumers is likely to continue.

7 **V. CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**
9 **(by Valentino against all Defendants)**

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

11 86. Plaintiffs incorporate by reference the allegations of each and all of the preceding
12 paragraphs as though set forth herein.

13 87. Defendants' activities constitute infringement and/or counterfeiting of the
14 Valentino Trademark as described in the paragraphs above.

15 88. Valentino advertises, markets, and distributes its products using the Valentino
16 Trademark described above and uses this trademark to distinguish its products from the products
17 and related items of others in the same or related fields.

18 89. Because of Valentino's long, continuous, and exclusive use of the Valentino
19 Trademark identified in this complaint, it has come to mean, and is understood by customers and
20 the public to signify, products from Valentino.

21 90. Defendants unlawfully advertised and sold products bearing a counterfeit
22 trademark of Valentino. The infringing and/or counterfeiting materials that Defendants have and
23 continue to advertise, market, install, offer, and distribute are likely to cause confusion, mistake,
24 or deception as to their source, origin, or authenticity.

25 91. Further, Defendants' activities are likely to lead the public to conclude,
26 incorrectly, that the infringing and/or counterfeiting materials that Defendants are advertising,
27

1 marketing, offering, and/or distributing originate with or are authorized by Valentino, thereby
2 harming Valentino, its licensees, and the public.

3 92. At a minimum, Defendants acted with willful blindness to, or in reckless
4 disregard of, their authority to use the Valentino Trademark and the confusion that the use of that
5 trademark would have on consumers as to the source, sponsorship, affiliation or approval by
6 Valentino of the products using those trademarks.

7 93. As a result of Defendants' wrongful conduct, Valentino is entitled to recover its
8 actual damages, Defendants' profits attributable to the infringement and/or counterfeiting, and
9 treble damages and attorneys' fees pursuant to 15 U.S.C. § 1117 (a) and (b). The amount of
10 money due from Defendants to Valentino is unknown to Valentino and cannot be ascertained
11 without a detailed accounting by Defendants of the precise number of units of counterfeit,
12 infringing material advertised, marketed, offered or distributed by Defendants. Alternatively,
13 Valentino is entitled to statutory damages under 15 U.S.C. § 1117(c).

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

23 **SECOND CAUSE OF ACTION**
24 **(by Valentino against Defendants)**
25 **Trademark Infringement as a form of Unfair Competition – 15 U.S.C. § 1125 et seq.**

26 95. Plaintiffs incorporate by reference the allegations of each and all of the preceding
27 paragraphs as though set forth herein.

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 96. Defendants' activities constitute infringement of the Valentino Trademark as
2 described in the paragraphs above.

3 97. Valentino advertises, markets, and distributes its products using the Valentino
4 Trademark described above and uses this trademark to distinguish its products from the products
5 and related items of others in the same or related fields.

6 98. Because of Valentino's long, continuous, and exclusive use of the Valentino
7 Trademark identified in this complaint, it has come to mean, and is understood by customers and
8 the public to signify, products from Valentino.

9 99. Defendants unlawfully advertised and sold products bearing a counterfeit
10 trademark of Valentino. The infringing materials that Defendants have and continue to advertise,
11 market, install, offer, and distribute are likely to cause confusion, mistake, or deception as to
12 their source, origin, or authenticity.

13 100. Further, Defendants' activities are likely to lead the public to conclude,
14 incorrectly, that the infringing materials that Defendants are advertising, marketing, offering,
15 and/or distributing originate with or are authorized by Valentino, thereby harming Valentino, its
16 licensees, and the public.

17 101. At a minimum, Defendants acted with willful blindness to, or in reckless
18 disregard of, their authority to use the Valentino Trademark and the confusion that the use of that
19 trademark would have on consumers as to the source, sponsorship, affiliation or approval by
20 Valentino of the products using those trademarks.

21 102. As a result of Defendants' wrongful conduct, Valentino is entitled to recover its
22 actual damages, Defendants' profits attributable to the infringement, costs, and attorneys' fees
23 pursuant to 15 U.S.C. § 1117(a). The amount of money due from Defendants to Valentino is
24 unknown to Valentino and cannot be ascertained without a detailed accounting by Defendants of
25 the precise number of units of counterfeit, infringing material advertised, marketed, promoted,
26 sold or distributed by Defendants.

1 111. Valentino has suffered and will continue to suffer from the diversion of
2 customers, sales and revenues from Valentino to Defendants, as well as from the reduction of
3 goodwill associated by consumers with Valentino's products.

4 112. Valentino does not have an adequate remedy at law.

5 113. Valentino seeks to recover all of Defendants' infringing profits under 35 U.S.C.
6 § 289, a reasonable royalty and trebling of damages for willful infringement under 35 U.S.C.
7 § 284, as well as recovery of attorneys' fees under 35 U.S.C. § 285.

8 114. Valentino seeks an order pursuant to 35 U.S.C. § 283 declaring that, by offering
9 to sell and by selling the Infringing Products, Defendants have infringed upon U.S. Design
10 Patent No. D818,249 and further restraining and enjoining Defendants from any additional
11 infringement.

12 **FOURTH CAUSE OF ACTION**
13 **(by Valentino against Defendants)**
14 **Infringement of U.S. Design Patent No. D817,608– 35 U.S.C. § 271**

15 115. Plaintiffs incorporate by reference the allegations of each and all of the preceding
16 paragraphs as though set forth herein.

17 116. Valentino is the owner of all rights, title, and interest in and to U.S. Design Patent
18 No. D817,608.

19 117. Defendants, without authorization from Valentino, have made, used, offered for
20 sale, sold, and/or imported into or in the United States, and continue to make, use, offer for sale,
21 sell, and/or import into or in the United States the Infringing Products which embody the design
22 covered by U.S. Design Patent No. D817,608.

23 118. U.S. Design Patent No. D817,608 is infringed by Defendants' Infringing Products
24 because in the eye of an ordinary observer, Defendants' design is substantially the same as the
25 claimed design in U.S. Design Patent No. D817,608.

26 119. By the foregoing acts, Defendants have infringed U.S. Design Patent No. D817,608
27 literally or under the doctrine of equivalents in violation of 35 U.S.C. §§ 271, et seq.

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 120. Defendants' infringement is willful because it was and is done with knowledge of
2 U.S. Design Patent No. D817,608 and knowledge that their conduct is and was an infringement,
3 yet Defendants proceeded anyway.

4 121. Defendants continue to engage in infringing U.S. Design Patent No. D817,608 as
5 set forth above, and unless restrained and enjoined, Defendants will continue to do so, all to
6 Valentino's irreparable damage.

7 122. Valentino has suffered and will continue to suffer from the diversion of
8 customers, sales and revenues from Valentino to Defendants, as well as from the reduction of
9 goodwill associated by consumers with Valentino's Products.

10 123. Valentino does not have an adequate remedy at law.

11 124. Valentino seeks to recover all of Defendants' infringing profits under 35 U.S.C.
12 § 289, a reasonable royalty and trebling of damages for willful infringement under 35 U.S.C.
13 § 284, as well as recovery of attorneys' fees under 35 U.S.C. § 285.

14 125. Valentino seeks an order pursuant to 35 U.S.C. § 283 declaring that, by offering
15 to sell and by selling the Infringing Products Defendants, have infringed upon U.S. Design
16 Patent No. D817,608 and further restraining and enjoining Defendants from any additional
17 infringement.

18 **FIFTH CAUSE OF ACTION**
19 **(by Valentino against Defendants)**
20 **Infringement of U.S. Design Patent No. D779,796 – 35 U.S.C. § 271**

21 126. Plaintiffs incorporate by reference the allegations of each and all of the preceding
22 paragraphs as though set forth herein.

23 127. Valentino is the owner of all rights, title, and interest in and to U.S. Design Patent
24 No. D779,796.

25 128. Defendants, without authorization from Valentino, have made, used, offered for
26 sale, sold, and/or imported into or in the United States, and continue to make, use, offer for sale,
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COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 sell, and/or import into or in the United States the Infringing Products which embody the design
2 covered by U.S. Design Patent No. D779,796.

3 129. U.S. Design Patent No. D779,796 is infringed by Defendants' Infringing Products
4 because in the eye of an ordinary observer, Defendants' design is substantially the same as the
5 claimed design in U.S. Design Patent No. D779,796.

6 130. By the foregoing acts, Defendants have infringed U.S. Design Patent No. D779,796
7 literally or under the doctrine of equivalents in violation of 35 U.S.C. §§ 271, et seq.

8 131. Defendants' infringement is willful because it was and is done with knowledge of
9 U.S. Design Patent No. D779,796 and knowledge that their conduct is and was an infringement,
10 yet Defendants proceeded anyway.

11 132. Defendants continue to engage in infringing U.S. Design Patent No. D779,796 as
12 set forth above, and unless restrained and enjoined, Defendants will continue to do so, all to
13 Valentino's irreparable damage.

14 133. Valentino has suffered and will continue to suffer from the diversion of
15 customers, sales and revenues from Valentino to Defendants, as well as from the reduction of
16 goodwill associated by consumers with Valentino's Products.

17 134. Valentino does not have an adequate remedy at law.

18 135. Valentino seeks to recover all of Defendants' infringing profits under 35 U.S.C.
19 § 289, a reasonable royalty and trebling of damages for willful infringement under 35 U.S.C.
20 § 284, as well as recovery of attorneys' fees under 35 U.S.C. § 285.

21 136. Valentino seeks an order pursuant to 35 U.S.C. § 283 declaring that, by offering
22 to sell and by selling the Infringing Products, Defendants have infringed upon U.S. Design
23 Patent No. D779,796 and further restraining and enjoining Defendants from any additional
24 infringement.

SIXTH CAUSE OF ACTION
(by Valentino against Defendants)
Infringement of U.S. Design Patent No. D835,895 – 35 U.S.C. § 271

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3 137. Plaintiffs incorporate by reference the allegations of each and all of the preceding
4 paragraphs as though set forth herein.

5 138. Valentino is the owner of all rights, title, and interest in and to U.S. Design Patent
6 No. D835,895.

7 139. Defendants, without authorization from Valentino, have made, used, offered for
8 sale, sold, and/or imported into or in the United States, and continue to make, use, offer for sale,
9 sell, and/or import into or in the United States the Infringing Products which embody the design
10 covered by U.S. Design Patent No. D835,895.

11 140. U.S. Design Patent No. D835,895 is infringed by Defendants' Infringing Products
12 because in the eye of an ordinary observer, Defendants' design is substantially the same as the
13 claimed design in U.S. Design Patent No. D835,895.

14 141. By the foregoing acts, Defendants have infringed U.S. Design Patent No. D835,895
15 literally or under the doctrine of equivalents in violation of 35 U.S.C. §§ 271, et seq.

16 142. Defendants' infringement is willful because it was and is done with knowledge of
17 U.S. Design Patent No. D835,895 and knowledge that their conduct is and was an infringement,
18 yet Defendants proceeded anyway.

19 143. Defendants continue to engage in infringing U.S. Design Patent No. D835,895 as
20 set forth above, and unless restrained and enjoined, Defendants will continue to do so, all to
21 Valentino's irreparable damage.

22 144. Valentino has suffered and will continue to suffer from the diversion of
23 customers, sales and revenues from Valentino to Defendants, as well as from the reduction of
24 goodwill associated by consumers with Valentino's Products.

25 145. Valentino does not have an adequate remedy at law.

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27 COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 146. Valentino seeks to recover all of Defendants' infringing profits under 35 U.S.C.
2 § 289, a reasonable royalty and trebling of damages for willful infringement under 35 U.S.C.
3 § 284, as well as recovery of attorneys' fees under 35 U.S.C. § 285.

4 147. Valentino seeks an order pursuant to 35 U.S.C. § 283 declaring that, by offering
5 to sell and by selling the Infringing Products, Defendants have infringed upon U.S. Design
6 Patent No. D835,895 and further restraining and enjoining Defendants from any additional
7 infringement.

8 **SEVENTH CAUSE OF ACTION**
9 **(by Valentino against Defendants)**
10 **Infringement of U.S. Design Patent No. D812,354– 35 U.S.C. § 271**

11 148. Plaintiffs incorporate by reference the allegations of each and all of the preceding
12 paragraphs as though set forth herein.

13 149. Valentino is the owner of all rights, title, and interest in and to U.S. Design Patent
14 No. D812,354.

15 150. Defendants, without authorization from Valentino, have made, used, offered for
16 sale, sold, and/or imported into or in the United States, and continue to make, use, offer for sale,
17 sell, and/or import into or in the United States the Infringing Products which embody the design
18 covered by U.S. Design Patent No. D812,354.

19 151. U.S. Design Patent No. D812,354 is infringed by Defendants' Infringing Products
20 because in the eye of an ordinary observer, Defendants' design is substantially the same as the
21 claimed design in U.S. Design Patent No. D812,354.

22 152. By the foregoing acts, Defendants have infringed U.S. Design Patent No. D812,354
23 literally or under the doctrine of equivalents in violation of 35 U.S.C. §§ 271, et seq.

24 153. Defendants' infringement is willful because it was and is done with knowledge of
25 U.S. Design Patent No. D812,354 and knowledge that their conduct is and was an infringement,
26 yet Defendants proceeded anyway.

27 COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 154. Defendants continue to engage in infringing U.S. Design Patent No. D812,354 as
2 set forth above, and unless restrained and enjoined, Defendants will continue to do so, all to
3 Valentino's irreparable damage.

4 155. Valentino has suffered and will continue to suffer from the diversion of
5 customers, sales and revenues from Valentino to Defendants, as well as from the reduction of
6 goodwill associated by consumers with Valentino's Products.

7 156. Valentino does not have an adequate remedy at law.

8 157. Valentino seeks to recover all of Defendants' infringing profits under 35 U.S.C.
9 § 289, a reasonable royalty and trebling of damages for willful infringement under 35 U.S.C.
10 § 284, as well as recovery of attorneys' fees under 35 U.S.C. § 285.

11 158. Valentino seeks an order pursuant to 35 U.S.C. § 283 declaring that, by offering
12 to sell and by selling the Infringing Products, Defendants have infringed upon U.S. Design
13 Patent No. D812,354 and further restraining and enjoining Defendants from any additional
14 infringement.

15 **EIGHTH CAUSE OF ACTION**
16 **(by Valentino against Defendants)**
17 **Infringement of U.S. Design Patent No. D852,473 – 35 U.S.C. § 271**

18 159. Plaintiffs incorporate by reference the allegations of each and all of the preceding
19 paragraphs as though set forth herein.

20 160. Valentino is the owner of all rights, title, and interest in and to U.S. Design Patent
21 No. D852,473.

22 161. Defendants, without authorization from Valentino, have made, used, offered for
23 sale, sold, and/or imported into or in the United States, and continue to make, use, offer for sale,
24 sell, and/or import into or in the United States the Infringing Products which embody the design
25 covered by U.S. Design Patent No. D852,473.

1 162. U.S. Design Patent No. D852,473 is infringed by Defendants' Infringing Products
2 because in the eye of an ordinary observer, Defendants' design is substantially the same as the
3 claimed design in U.S. Design Patent No. D852,473.

4 163. By the foregoing acts, Defendants have infringed U.S. Design Patent No. D852,473
5 literally or under the doctrine of equivalents in violation of 35 U.S.C. §§ 271, et seq.

6 164. Defendants' infringement is willful because it was and is done with knowledge of
7 U.S. Design Patent No. D852,473 and knowledge that their conduct is and was an infringement,
8 yet Defendants proceeded anyway.

9 165. Defendants continue to engage in infringing U.S. Design Patent No. D852,473 as
10 set forth above, and unless restrained and enjoined, Defendants will continue to do so, all to
11 Valentino's irreparable damage.

12 166. Valentino has suffered and will continue to suffer from the diversion of
13 customers, sales and revenues from Valentino to Defendants, as well as from the reduction of
14 goodwill associated by consumers with Valentino's Products.

15 167. Valentino does not have an adequate remedy at law.

16 168. Valentino seeks to recover all of Defendants' infringing profits under 35 U.S.C.
17 § 289, a reasonable royalty and trebling of damages for willful infringement under 35 U.S.C.
18 § 284, as well as recovery of attorneys' fees under 35 U.S.C. § 285.

19 169. Valentino seeks an order pursuant to 35 U.S.C. § 283 declaring that, by offering
20 to sell and by selling the Infringing Products, Defendants have infringed upon U.S. Design
21 Patent No. D852,473 and further restraining and enjoining Defendant from any additional
22 infringement.

23 **NINTH CAUSE OF ACTION**
24 **(by Valentino against Defendants)**
25 **Unfair Competition Under Washington Common Law**

26 170. Plaintiffs incorporate by reference the allegations of each and all of the preceding
27 paragraphs as though set forth herein.

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 171. Valentino is the exclusive owner and licensee of the Valentino Trademark.

2 172. Defendants are “passing off” their Infringing Products as products associated
3 with, sponsored by, or affiliated with Valentino, through Defendants’ importation, marketing,
4 offering for sale, and selling Infringing Products under the Valentino Trademark.

5 173. Defendants’ infringing activities are likely to cause and actually are causing
6 confusion, mistake, and deception among members of the trade and general consuming public as
7 to the origin and quality of Defendants’ products advertised, marketed, distributed, and/or sold
8 under the Valentino Trademark.

9 174. Defendants’ unfair competition has harmed and is continuing to harm Valentino,
10 its business, and its goodwill.

11 175. In addition to monetary harm, Valentino has suffered and is continuing to suffer
12 irreparable harm as a result of Defendants’ unfair competition, and Valentino has no adequate
13 remedy at law for such injuries. As a result of Defendants’ activities, Valentino seeks damages
14 and equitable relief.

15 **TENTH CAUSE OF ACTION**
16 **(by Amazon against Defendants)**
17 **Breach of Contract**

18 176. Plaintiffs incorporate by reference the allegations of each and all of the preceding
19 paragraphs as though set forth herein.

20 177. Defendants established an Amazon Selling Account and entered into Amazon’s
21 BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also
22 contractually agreed to be bound by the Conditions of Use of the Amazon website.

23 178. Defendants’ advertising, sale, and distribution of counterfeit Valentino products
24 materially breached Section 5 of the BSA and the Conditions of Use of the Amazon website in
25 numerous ways. Among other things, Defendants’ conduct constitutes infringement and misuse
26 of the IP rights of Valentino.

27 179. Defendants are subject to liability for the wrongful conduct alleged herein (*i.e.*,

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 the misuse of Valentino's IP) both directly and under various principles of secondary liability,
2 including without limitation, respondeat superior, vicarious liability, and/or contributory
3 infringement.

4 180. As described above, Defendants, through their illegal acts, have willfully
5 deceived Amazon and its customers, compromised the integrity of Amazon's stores, threatened
6 to undermine the trust that customers place in Amazon and Valentino, tarnished Amazon and
7 Valentino's brands and reputations, and harmed Amazon and Valentino and their customers.
8 Defendants' misconduct has also caused Amazon and Valentino to expend significant resources
9 to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent
10 Defendants from inflicting further harm on Valentino, Amazon, and their customers.
11 Defendants' illegal acts have caused irreparable injury to Amazon, and that injury is ongoing.
12 An award of monetary damages cannot fully compensate Amazon for its injuries, and Amazon
13 lacks an adequate remedy at law.

14 181. Amazon is entitled to an injunction against Defendants, their officers, agents,
15 representatives, servants, employees, successors and assigns, and all other persons in active
16 concert or participation with them, as set forth in the Prayer for Relief below in order to stop
17 Defendants' misuse of IP.

18 VI. PRAYER FOR RELIEF

19 WHEREFORE, Plaintiffs respectfully pray for the following relief:

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

- 23 (i) selling products on any of Amazon's websites or in any of Amazon's
24 stores;
- 25 (ii) opening or attempting to open any Amazon Selling Accounts;
- 26 (iii) manufacturing, distributing, offering to sell, or selling any product using
27 Valentino's brand, bearing the Valentino Trademark, embodying

1 Valentino's Design Patents, or which otherwise infringes Valentino's
intellectual property; and

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

4 B. That the Court enter judgment in Amazon's and Valentino's favor on all claims
5 brought by them;

6 C. That the Court enter an order pursuant to 15 U.S.C. § 1116 impounding all
7 infringing products bearing the Valentino Trademark or that otherwise infringe the Valentino IP,
8 and any related item, including business records, that are in Defendants' possession or under
9 their control;

10 D. That the Court enter an order pursuant to 35 U.S.C. § 283 declaring that
11 Defendants infringed upon Valentino's design patent rights and restraining and enjoining
12 Defendants from any further infringement of Valentino's design patent rights;

13 E. That the Court enter an order requiring Defendants to provide Valentino a full and
14 complete accounting of all amounts due and owing to Valentino as a result of Defendants'
15 unlawful activities;

16 F. That Defendants be required to pay all general, special, actual, and statutory
17 damages which Valentino has sustained, or will sustain, as a consequence of Defendants'
18 unlawful acts, including but not limited to willful infringement and/or counterfeiting, their profits
19 attributable to the willful infringement and/or counterfeiting, and that such damages and profits
20 be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117, 35 U.S.C. § 284, 35
21 U.S.C. § 289, or otherwise allowed by law;

22 G. That Defendants be required to pay the costs of this action and the reasonable
23 attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117, 35
24 U.S.C. §§ 284, 285, and 289, or otherwise by law; and

25 H. That the Court grant Amazon and Valentino such other, further, and additional
26 relief as the Court deems just and equitable.

27 COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

1 DATED this 18th day of June 2020.

2 Respectfully Submitted,

3 Davis Wright Tremaine LLP
4 *Attorneys for Plaintiffs*

5
6 By s/ Bonnie MacNaughton
Bonnie MacNaughton, WSBA #36110
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