

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
CASE NO.

EZSHOOT LLC,

Plaintiff,

v.

THE INDIVIDUALS, PARTNERSHIPS AND  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE “A,”

Defendants. /

**COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF**

Plaintiff, EZSHOOT LLC (“EZSHOOT” or “Plaintiff”), hereby sues Defendants, the Individuals, Partnerships, and Unincorporated Associations identified on Schedule “A” (collectively “Defendants”). Defendants are promoting, selling, offering for sale, and distributing goods within this district bearing and/or using counterfeits and confusingly similar imitations of EZSHOOT’s trademarks through various Internet based e-commerce stores, and fully interactive commercial Internet websites operating under the seller identities and domain names set forth on Schedule “A” hereto (the “Seller IDs and Subject Domain Names”). In support of its claims, EZSHOOT alleges 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), The All Writs Act, 28 U.S.C. § 1651(a), and Florida’s common law. 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 EZSHOOT's 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, and fully interactive commercial Internet websites accessible in Florida and operating under their Seller IDs.

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

#### **THE PLAINTIFF**

4. EZSHOOT is a limited liability company organized under the laws of the State of Delaware, with its principal place of business located at 16192 Coastal Highway, Lewes, DE 19958. EZSHOOT operates online throughout the world, including within this district. EZSHOOT is, in part, engaged in the business of manufacturing and distributing throughout the world, including within this district, a variety of high-quality clothing under common law and federally registered trademark "Sexy Dance", including those identified in Paragraph 16 below. EZSHOOT offers for sale and sells its trademarked goods within the State of Florida, including this district, and throughout the United States through online retail websites. Defendants, through the offers for sale and sale of counterfeit and infringing EZSHOOT's branded products are directly, and unfairly,

competing with EZSHOOT's economic interests in the State of Florida and causing harm within this jurisdiction.

5. Like many other famous trademark owners, EZSHOOT suffers ongoing daily and sustained violations of its trademark rights at the hands of counterfeiters and infringers, such as Defendants herein, who wrongfully reproduce and counterfeit EZSHOOT's 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 the EZSHOOT's name and associated trademarks and the destruction of the legitimate market sector in which it operates.

6. In order to combat the indivisible harm caused by the combined actions of Defendants and others engaging in similar conduct, each year EZSHOOT expends significant monetary resources in connection with trademark enforcement efforts, including legal fees and investigative fees. The exponential growth of counterfeiting over the Internet, including through online marketplace platforms and social media websites, has created an environment that requires companies, such as EZSHOOT, to expend significant time and money across a wide spectrum of efforts in order to protect both consumers and itself from the ill effects of confusion and the erosion of the goodwill connected to EZSHOOT's brand.

### **THE DEFENDANTS**

7. Defendants are individuals and/or business entities of unknown makeup, each of whom, upon information and belief, either reside and/or operate in foreign jurisdictions, redistribute products from the same or similar sources in those locations, and/or ship their goods from the same or similar sources in those locations to shipping and fulfillment centers within the United States to redistribute their products from that location. Defendants have the capacity to be

sued pursuant to Federal Rule of Civil Procedure 17(b). Defendants target their business activities toward consumers throughout the United States, including within this district, and conduct pervasive business through the simultaneous operation of Internet based e-commerce stores via e-commerce marketplace platforms via Internet based social media platforms or image hosting websites operating under the Seller IDs.

8. Some Defendants operate the Seller IDs in tandem with electronic communication via private messaging applications and/or services, thereby creating an interconnected ecosystem which functions as an online marketplace operation.

9. Defendants use aliases in conjunction with the operation of their businesses, including but not limited to those identified by the same Defendant Number on Schedule "A."

10. Defendants are the past and present controlling forces behind the sale of products bearing and/or using counterfeits and infringements of EZSHOOT's trademarks as described herein operating and using at least the Seller IDs.

11. Defendants directly engage in unfair competition with EZSHOOT by advertising, offering for sale and selling goods bearing and/or using counterfeits and infringements of EZSHOOT's trademarks to consumers within the United States and this district through the Internet based e-commerce stores, and/or fully interactive commercial Internet websites operating under, at least, the Seller IDs, as well as additional names, e-commerce stores, seller identification aliases, domain names, or websites not yet known to EZSHOOT. 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 EZSHOOT's branded goods into the State.

12. Defendants have registered, established or purchased, and maintained their Seller IDs. 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 e-commerce marketplace platforms, social media platforms for the sole purpose of engaging in illegal counterfeiting activities.

13. Defendants will likely continue to register or acquire new seller identification aliases, e-commerce stores, social media accounts, usernames, private messaging accounts, and domain names for the purpose of selling and offering for sale goods bearing and/or using counterfeit and confusingly similar imitations of EZSHOOT's trademarks unless preliminarily and permanently enjoined.

14. Defendants' Internet-based businesses amount to nothing more than illegal operations established and operated in order to infringe the intellectual property rights of EZSHOOT and others.

15. Defendants' business names, i.e., the Seller IDs, associated payment accounts, e-commerce stores, private messaging accounts, and any other alias seller identification names or domain names used in connection with the sale of counterfeit and infringing goods bearing and/or using EZSHOOT's trademark is 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 EZSHOOT. Moreover, Defendants are using EZSHOOT's famous brand name and trademarks to drive Internet consumer traffic to their e-commerce stores, and websites operating under the Seller IDs, thereby increasing the value of the Seller IDs and decreasing the size and value of EZSHOOT's legitimate marketplace and intellectual property rights at EZSHOOT's expense.

## COMMON FACTUAL ALLEGATIONS

### **EZSHOOT's Trademark Right**

16. EZSHOOT is the owner of all rights in and to the following trademark, which is valid and registered on the Principal Register of the United States Patent and Trademark Office (hereinafter, the “EZSHOOT Mark”).

Trademark	Registration Number	Registration Date	Class/Goods
<b>Sexy Dance</b>	4,781,913	July 18, 2015	IC 025- Coats, Dresses, T-shirt, Trousers

The EZSHOOT Mark is used in connection with the manufacture and distribution of high-quality clothing in the categories also identified above. True and correct copy of the Certificate of Registration for the EZSHOOT Marks are attached hereto as Composite Exhibit “1.”

17. The EZSHOOT Mark has been used in interstate commerce to identify and distinguish EZSHOOT’s high-quality clothing for an extended period of time.

18. The EZSHOOT Mark is symbol of EZSHOOT’s quality, reputation and goodwill and have never been abandoned.

19. The EZSHOOT Mark is well known and famous and have been for many years. EZSHOOT has expended substantial time, money and other resources developing, advertising or otherwise promoting the EZSHOOT Mark. The EZSHOOT Mark qualifies as a famous mark as that term is used in 15 U.S.C. § 1125(c)(1).

20. Further, EZSHOOT’s Mark has extensively used, advertised, and promoted the EZSHOOT Mark in the United States in association with the sale of high-quality clothing. EZSHOOT has spent tens of thousands of dollars promoting the EZSHOOT Mark and products bearing the EZSHOOT Marks.

21. As a result of EZSHOOT's efforts, members of the consuming public readily identify merchandise bearing or sold under the EZSHOOT Mark, as being high-quality clothing associated with EZSHOOT.

22. Accordingly, the EZSHOOT Mark have achieved secondary meaning as identifiers of high-quality clothing.

23. EZSHOOT has carefully monitored and policed the use of the EZSHOOT Mark and has never assigned or licensed the EZSHOOT Mark to any of the Defendants in this matter.

24. Genuine clothing bearing and sold under the EZSHOOT Mark are widely legitimately advertised and promoted by EZSHOOT via Internet. Visibility on the Internet, particularly via Internet search engines such as Google, Walmart.com, has become increasingly important to EZSHOOT's overall marketing. Thus, EZSHOOT expends significant monetary resources on Internet marketing, including search engine optimization ("SEO") strategies. Those strategies allow EZSHOOT to fairly and legitimately educate consumers about the value associated with the EZSHOOT's brand and the goods sold thereunder. Similarly, Defendants' individual seller stores and websites are indexed on search engines and compete directly with EZ for space in search results.

### **Defendant's Infringing Activities**

25. Defendants are promoting and advertising, distributing, selling, and/or offering for sale goods in interstate commerce using and bearing counterfeit and infringing trademarks that are exact copies of the EZSHOOT Mark (the "Counterfeit Goods") through at least the Internet based e commerce stores, and fully interactive commercial Internet websites operating under the Seller IDs. Specifically, Defendants are using the EZSHOOT Mark to initially attract online consumers and drive them to Defendants' e-commerce stores, and websites operating under the Seller IDs.

Defendants are using identical copies of EZSHOOT Mark for different quality goods. EZSHOOT has used the EZSHOOT Mark extensively and continuously before Defendants began offering counterfeit and confusingly similar imitations of EZSHOOT's merchandise.

26. Defendants' Counterfeit Goods are of a quality substantially different than that of EZSHOOT's genuine goods. Defendants 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 high-quality goods offered for sale by EZSHOOT despite Defendants' knowledge that they are without authority to use the EZSHOOT Mark. The net effect of Defendants' actions is likely to cause confusion of consumers at the time of initial interest, sale, and in the post-sale setting, who will believe all of Defendants' goods offered for sale in Defendants' e-commerce stores, and websites are genuine goods originating from, associated with, and/or approved by EZSHOOT.

27. Defendants advertise e-commerce stores, and websites, including their Counterfeit Goods offered for sale to the consuming public, via e-commerce stores, and/or websites on, at least, one Internet marketplace platform, social media platform, image hosting website, or domain name operating under, at least, the Seller IDs. In so advertising their stores and products, Defendants improperly and unlawfully use of the EZSHOOT's Marks without EZSHOOT's permission.

28. As part of their overall infringement and counterfeiting scheme, most Defendants are, upon information and belief, concurrently employing and benefiting from substantially similar, and often times coordinated, advertising and marketing strategies based, in large measure, upon an illegal use of counterfeits and infringements of the EZSHOOT Mark. Specifically, Defendants are using counterfeits and infringements of EZSHOOT's famous name and the

EZSHOOT Mark in order to make their e-commerce stores and websites selling illegal goods appear more relevant and attractive to consumers searching for both EZSHOOT and non-EZSHOOT 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 EZSHOOT's genuine goods. Defendants are causing individual, concurrent and indivisible harm to EZSHOOT and the consuming public by (i) depriving EZSHOOT and other third parties of their right to fairly compete for space within search engine results and reducing the visibility of EZSHOOT's genuine goods on the World Wide Web, (ii) causing an overall degradation of the value of the goodwill associated with the EZSHOOT Mark, and (iii) increasing EZSHOOT's overall cost to market its goods and educate consumers about its brand via the Internet.

29. Defendants are concurrently conducting and targeting their counterfeiting and infringing activities toward consumers and likely causing unified harm within this district and elsewhere throughout the United States. As a result, Defendants are defrauding EZSHOOT and the consuming public for Defendants' own benefit.

30. At all times relevant hereto, Defendants in this action had full knowledge of EZSHOOT's ownership of the EZSHOOT Mark, including its exclusive right to use and license such intellectual property and the goodwill associated therewith.

31. Defendants' use of the EZSHOOT Mark, including the promotion and advertisement, reproduction, distribution, sale, and offering for sale of their Counterfeit Goods, is without EZSHOOT's consent or authorization.

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

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

33. EZSHOOT's 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 EZSHOOT's genuine goods and Defendants' Counterfeit Goods, which there is not.

34. Defendants' payment and financial accounts, including but not limited to those specifically set forth on Schedule "A," 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 e-commerce stores, seller identification names, domain names, websites, or private messaging accounts being used and/or controlled by them.

35. Further, Defendants are likely to transfer or secret their assets to avoid payment of any monetary judgment awarded to EZSHOOT.

36. EZSHOOT has no adequate remedy at law.

37. EZSHOOT is suffering irreparable injury and has suffered substantial damages as a result of Defendants' unauthorized and wrongful use of the EZSHOOT's Mark. If Defendants' counterfeiting and infringing, and unfairly competitive activities are not preliminarily and permanently enjoined by this Court, EZSHOOT and the consuming public will continue to be harmed.

38. The harm and damages sustained by EZSHOOT 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)**

39. EZSHOOT hereby adopts and realleges the allegations set forth in Paragraph 1 through 36 above.

40. This is an action for trademark counterfeiting and infringement against Defendants based on their use of counterfeit and confusing similar imitation of the EZSHOOT Mark in commerce in connection with the promotion, advertisement, distribution, offering for sale and sale of Counterfeit Goods.

41. Defendants are promoting and otherwise advertising, selling, offering for sale, and distributing goods bearing and/or using counterfeits and/or infringements of the EZSHOOT Mark. Defendants are continuously infringing and inducing others to infringing the EZSHOOT Mark by using it to advertise, promote, offer to sell, and sell counterfeit and infringing EZSHOOT's branded goods.

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

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

44. Defendants' above-described illegal actions constitute counterfeiting and infringement of the EZSHOOT Mark in violation of EZSHOOT's rights under § 32 of The Lanham Act (15 U.S.C. § 1114).

45. EZSHOOT has suffered and will continue to suffer irreparable injury and damages due to Defendants' above described activities if Defendants are not preliminary 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))**

46. EZSHOOT hereby adopts and re-alleges the allegations set forth in Paragraphs 1 through 45 above.

47. Defendants' Counterfeit Goods bearing, offered for sale and sold using copies of the EZSHOOT Mark have been widely advertised and offered for sale throughout the United States via at least one Internet marketplace platform.

48. Defendants' Counterfeit Goods bearing, offered for sale, and sold using copies of at the EZSHOOT Mark is virtually identical in appearance to EZSHOOT's genuine goods. However, Defendants' Counterfeit Goods are different and likely inferior 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.

49. Defendants have used in connection with their advertisement, offer for sale, and sale of their 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 EZSHOOT's detriment.

50. Defendants have authorized infringing uses the EZSHOOT Mark in Defendants' advertisement and promotion of their counterfeit and infringing branded goods. Defendants have misrepresented to members of the consuming public that the Counterfeit Goods being advertised and sold by them are genuine, non-infringing goods.

51. Additionally, Defendants are using counterfeits and infringements of the EZSHOOT Marks in order to unfairly compete with EZSHOOT and others for space within organic search engine, hereby jointly depriving EZSHOOT of a valuable marketing which would otherwise be available to EZSHOOT and reducing the visibility of EZSHOOT's genuine goods on the Walmart.com.

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

53. EZSHOOT has no adequate remedy at law and has sustained indivisible injury and damage caused by Defendants' concurrent conduct. Absent an entry of an injunction by this Court, Defendants will continue to wrongfully reap profits and EZSHOOT will continue to suffer irreparable injury to its goodwill and business reputation, as well as monetary damages.

### **COUNT III- COMMON LAW UNFAIR COMPETITION**

54. EZSHOOT hereby adopts and re-alleges the allegations set forth in Paragraphs 1 through 52 above.

55. This is an action against Defendants based on their promotion, advertisement, distribution, sale and/or offering for sale of goods bearing and/or using marks that are virtually identical to the EZSHOOT Mark in violation of Florida's common law of unfair competition.

56. Specifically, Defendants are promoting and otherwise advertising, selling, offering for sale and distributing goods bearing and/or using counterfeits and infringements of the EZSHOOT Mark. Defendants are also using counterfeits and infringements the EZSHOOT Mark to unfairly compete with EZSHOOT.

57. 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' e-commerce stores and websites as a whole and all products sold therein by their use of the EZSHOOT Mark.

58. EZSHOOT has no adequate remedy at law and is suffering irreparable injury and damages as a result of Defendants' actions.

**COUNT IV - COMMON LAW TRADEMARK INFRINGEMENT**

59. EZSHOOT hereby adopts and re-alleges the allegations set forth in Paragraphs 1 through 58 above.

60. 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 and/or using the EZSHOOT Mark. EZSHOOT is the owner of all common law rights in and to the EZSHOOT Mark.

61. Specifically, Defendants are promoting, and otherwise advertising, distributing, offering for sale, and selling goods bearing and/or using infringements of the EZSHOOT Mark.

62. 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 and/or using the EZSHOOT Mark.

63. EZSHOOT has no adequate remedy at law and is suffering damages and irreparable injury as a result of Defendants' action.

#### **PRAYER FOR RELIEF**

64. WHEREFORE, EZSHOOT demands judgment on all Counts of this Complaint and an award of equitable relief, and monetary relief against Defendants as follows:

a. Entry of temporary, 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 EZSHOOT Mark; from using the EZSHOOT Mark, or any mark or design similar thereto, in connection with the sale of any unauthorized goods; from using any logo, trade name, or trademark or design that 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 the EZSHOOT Mark; from falsely representing themselves as being connected with the EZSHOOT Mark, through sponsorship or association, or engaging in any act that 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 the EZSHOOT Mark; from using any reproduction, counterfeit, infringement, copy, or colorable imitation of the EZSHOOT Mark 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 the EZSHOOT Mark, or in any way endorsed by the EZSHOOT Mark and from offering such goods in commerce;

b. Entry of a temporary restraining order, as well as preliminary and permanent injunctions pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and the Court's inherent authority, enjoining Defendants and all third parties with actual notice of an injunction issued by the Court from participating in, including providing financial services, technical services or other support to, Defendants in connection with the sale and distribution of non-genuine goods bearing and/or using counterfeits of the EZSHOOT Mark.

c. Entry of an order pursuant to 28 U.S.C. § 1651(a), The All Writs Act, and the Court's inherent authority, authorizing EZSHOOT to serve an injunction issued by the Court on any e-mail service provider with a request that the service provider permanently suspend the e-mail addresses which are used by Defendants in connection with Defendants' promotion, offering for sale, and/or sale of goods bearing and/or using counterfeits, and/or infringements of the EZSHOOT Mark.

d. Entry of an order requiring Defendants to account to and pay EZSHOOT for all profits and damages resulting from Defendants' trademark counterfeiting and infringing and unfairly competitive activities and that the award to EZSHOOT be trebled, as provided for under 15 U.S.C. §1117, or, at EZSHOOT's election with respect to Count I, that EZSHOOT 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.

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

f. Entry of an order that, upon EZSHOOT's request, Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, 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, 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), and remain restrained until such funds are surrendered to EZSHOOT in partial satisfaction of the monetary judgment entered herein.

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

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

Dated 17th Day of December 2021.

Respectfully submitted,



---

Andrew J. Palmer  
Palmer Law Group  
5353 N. Federal Highway, Suite 402  
Fort Lauderdale, FL 33065  
954-491-1997 (facsimile)  
ajpalmer@gasmanlaw.com  
dkang@palmerlawgroup.com