

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

GOLD'S GYM LICENSING LLC,

Plaintiff,

v.

THE PARTNERSHIPS and  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE "A,"

Defendants.

Case No. 19-cv-06462

**COMPLAINT**

Plaintiff Gold's Gym Licensing LLC ("Gold's Gym" or "Plaintiff") hereby brings the present action against the Partnerships and Unincorporated Associations identified on Schedule A attached hereto (collectively, "Defendants") and alleges as follows:

**I. JURISDICTION AND VENUE**

1. This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, *et seq.*, 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331. This Court has jurisdiction over the claims in this action that arise under the laws of the State of Illinois pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in the United States, including Illinois, through at least the fully interactive, commercial Internet stores operating under the Online Marketplace

Accounts identified in Schedule A attached hereto (collectively, the “Defendant Internet Stores”). Specifically, Defendants are reaching out to do business with Illinois residents by operating one or more commercial, interactive Defendant Internet Stores through which Illinois residents can purchase products using infringing and counterfeit versions of the Gold’s Gym trademarks. Each of the Defendants has targeted sales from Illinois residents by operating online stores that offer shipping to the United States, including Illinois, accept payment in U.S. dollars and, on information and belief, has sold products using infringing and counterfeit versions of Gold’s Gym’s federally registered trademarks to residents of Illinois. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Gold’s Gym substantial injury in the State of Illinois.

## **II. INTRODUCTION**

3. This action has been filed by Gold’s Gym to combat Internet Store operators who trade upon Gold’s Gym’s reputation and goodwill by offering for sale and/or selling unauthorized and unlicensed products, including fitness apparel, work out accessories, and other merchandise using infringing and counterfeit versions of Gold’s Gym’s federally registered trademarks (collectively, the “Counterfeit Gold’s Gym Products”). Defendants create the Defendant Internet Stores by the dozens and design them to appear to be selling genuine Gold’s Gym products, while actually selling Counterfeit Gold’s Gym Products to unknowing consumers. The Defendant Internet Stores share unique identifiers, such as design elements and similarities of the counterfeit products offered for sale, establishing a logical relationship between them and suggesting that Defendants’ counterfeiting operation arises out of the same transaction, occurrence, or series of transactions or occurrences. Defendants attempt to avoid liability by going to great lengths to conceal both their identities and the full scope and

interworking of their counterfeiting operation. Gold's Gym is forced to file this action to combat Defendants' counterfeiting of its registered Gold's Gym trademarks, as well as to protect unknowing consumers from purchasing Counterfeit Gold's Gym Products over the Internet. Gold's Gym has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of its valuable trademarks as a result of Defendants' actions and seeks injunctive and monetary relief.

### **III. THE PARTIES**

#### **Plaintiff**

4. Plaintiff is a limited liability company organized and existing under the laws of Delaware with its principal place of business in Dallas, Texas.

5. Plaintiff's Gold's Gym brand is a well-known fitness brand originally founded by Joe Gold in 1965. Gold's Gym currently has more than 700 fitness locations and serves more than 3 million people across six continents. Gold's Gym has grown to become the largest full-service gym in the world.

6. Products sold under the Gold's Gym brand include men's and women's fitness apparel and products designed for working out. Gold's Gym also sells Gold's Gym branded workout accessories, bags, and backpacks.

7. Gold's Gym has earned various accolades for its business. In 2015 and 2016, Gold's Gym topped the J.D. Power Health and Fitness Center Satisfaction Report.

8. Gold's Gym products are distributed and sold to consumers throughout the United States, including in Illinois, through Gold's Gym locations and through the official goldsgear.com website.

9. Gold's Gym incorporates a variety of distinctive marks in the design of its various Gold's Gym products. As a result of its long-standing use, Gold's Gym owns common law trademark rights in its trademarks. Gold's Gym has also registered its trademarks with the United States Patent and Trademark Office. Gold's Gym products typically include at least one of Gold's Gym's registered trademarks. Often several Gold's Gym marks are displayed on a single Gold's Gym product. Gold's Gym uses its trademarks in connection with the marketing of its Gold's Gym products, including the following marks which are collectively referred to as the "GOLD'S GYM Trademarks."

REGISTRATION NUMBER	REGISTERED TRADEMARK	INTERNATIONAL CLASSES
1,402,824	GOLD'S	For: Athletic clothing, namely, shirts, shorts, tank tops, warm up suits, including pants and jackets, and posing trunks in class 025.
1,543,662	GOLD'S	For: Shoes in class 025.
1,214,046	GOLD'S GYM	For: Athletic clothing-namely, shirts, shorts, tank tops, warm up suits, including pants and jackets, and posing trunks in class 025.
2,053,953	GOLD'S GYM	For: Weight lifting belts, weight lifting gloves, weight belt straps and wrist straps in class 028.
2,068,400	GOLD'S GYM	For: All purpose sport bags, tote bags and knapsacks in class 018. For: Sweat bands and hats in class 025.
5,017,462	GOLD'S GYM	For: Electric food blender in class 007.
5,140,099	GOLD'S GYM	For: Containers, namely, bottles with internal agitators for mixing ingredients and shaker cups, sold empty; containers, namely, bottles with non-electric internal agitators for mixing ingredients, for beverages, liquid foods, and/or powdered foods, sold empty;

		non-electric food and beverage blenders and blender agitators; containers, namely, plastic or aluminum containers for use with beverages, liquid foods, dry and/or powdered foods, sold empty; insulated beverage containers, sold empty; drinking bottles for sports, sold empty; beverage sports bottles, sold empty; water bottles, sold empty; plastic water bottles, sold empty; aluminum water bottles, sold empty; cups; plastic water bottle holders and attached carabiner clip sold as a unit in class 021.
5,549,133	GOLD'S GYM	For: Footwear in class 025.
4,645,424	GOLD'S GYM EXPRESS	For: Clothing, namely, shirts, tank tops in class 025.
5,142,058	GOLD'SFIT	For: Clothing, namely, shirts and hats in class 025.
2,062,562		For: Cloth and synthetic goods, namely, all purpose sport bags, tote bags and knapsacks in class 018.
3,249,465		For: Clothing, namely shirts, tank tops, shorts, trunks, warm-up suits, pants, jackets, shoes, sweat bands and hats in class 025.
3,296,366		<p>For: Clothing, namely shirts, tank tops, shorts, trunks, warm-up suits, pants, jackets, shoes, sweat bands and hats in class 025.</p> <p>For: Gymnasium, exercise and fitness equipment, namely, weightlifting machines, exercise machines, exercise weights, weightlifting benches, exercise benches, exercise balls, balance boards, exercise treadmills, stationary bicycles, elliptical exercise machines, dumbbells, barbells in class 028.</p> <p>For: Gymnasium services; fitness services, namely physical fitness consultation and instruction in class 041.</p>

5,017,465		For: Electric food blender in class 007.
5,140,101		For: Containers, namely, bottles with internal agitators for mixing ingredients and shaker cups, sold empty; containers, namely, bottles with non-electric internal agitators for mixing ingredients, for beverages, liquid foods, and/or powdered foods, sold empty; non-electric food and beverage blenders and blender agitators; containers, namely, plastic or aluminum containers for use with beverages, liquid foods, dry and/or powdered foods, sold empty; insulated beverage containers, sold empty; drinking bottles for sports, sold empty; beverage sports bottles, sold empty; water bottles, sold empty; plastic water bottles, sold empty; aluminum water bottles, sold empty; cups; plastic water bottle holders and attached carabiner clip sold as a unit in class 021.
2,002,430		For: Athletic clothing, namely shirts, shorts, tank tops, warm up suits, pants, jackets, posing trunks, sweatshirts, and hats in class 025.
4,645,427		For: Clothing, namely, shirts, tank tops in class 025.
1,968,266		For: Athletic clothing, namely shirts, shorts, tank tops, warm-up suits, including pants, jackets and posing trunks in class 025.

4,912,864		For: Athletic clothing, namely, shirts, shorts, tank tops, warm up suits, including pants and jackets, sweatshirts, hoodies, t-shirts, long sleeved shirts, jerseys, polo shirts and posing trunks; sweat bands and hats in class 025.
5,017,464		For: Electric food blender in class 007.
5,227,382		For: Footwear in class 025.
5,140,100		For: Containers, namely, bottles with internal agitators for mixing ingredients and shaker cups, sold empty; containers, namely, bottles with non-electric internal agitators for mixing ingredients, for beverages, liquid foods, and/or powdered foods, sold empty; non-electric food and beverage blenders and blender agitators; containers, namely, plastic or aluminum containers for use with beverages, liquid foods, dry and/or powdered foods, sold empty; insulated beverage containers, sold empty; drinking bottles for sports, sold empty; beverage sports bottles, sold empty; water bottles, sold empty; plastic water bottles, sold empty; aluminum water bottles, sold empty; cups; plastic water bottle holders and attached carabiner clip sold as a unit in class 21.

10. The above U.S. registrations for the GOLD'S GYM Trademarks are valid, subsisting, in full force and effect, and many are incontestable pursuant to 15 U.S.C. § 1065. The GOLD'S GYM Trademarks have been used exclusively and continuously by Gold's Gym, some since at least as early as 1974, and have never been abandoned. The registrations for the

GOLD'S GYM Trademarks constitute *prima facie* evidence of their validity and of Gold's Gym's exclusive right to use the GOLD'S GYM Trademarks pursuant to 15 U.S.C. § 1057(b). Attached hereto as **Exhibit 1** are true and correct copies of the United States Registration Certificates for the GOLD'S GYM Trademarks included in the above table.

11. The GOLD'S GYM Trademarks are exclusive to Gold's Gym, and are displayed extensively on Gold's Gym products and in Gold's Gym's marketing and promotional materials. The Gold's Gym brand has been extensively promoted and advertised at great expense. In fact, Gold's Gym has expended millions of dollars annually in advertising, promoting and marketing featuring the GOLD'S GYM Trademarks. Gold's Gym products have also been the subject of unsolicited publicity resulting from their high quality and innovative design.

12. The GOLD'S GYM Trademarks are distinctive when applied to the Gold's Gym products, signifying to the purchaser that the products come from Gold's Gym and are manufactured to Gold's Gym's quality standards. The GOLD'S GYM Trademarks have achieved tremendous fame and recognition, which has only added to the inherent distinctiveness of the marks. As such, the goodwill associated with the GOLD'S GYM Trademarks is of incalculable and inestimable value to Gold's Gym.

13. For many years, Gold's Gym has operated an e-commerce website where it promotes and sells genuine Gold's Gym products at [goldsgear.com](http://goldsgear.com). Sales of Gold's Gym products via the [goldsgear.com](http://goldsgear.com) website represent a significant portion of Gold's Gym's business. The [goldsgear.com](http://goldsgear.com) website features proprietary content, images and designs exclusive to Gold's Gym.

14. Gold's Gym's innovative marketing and product designs have enabled Gold's Gym to achieve widespread recognition and fame and have made the GOLD'S GYM

Trademarks some of the most well-known marks in the fitness industry. The widespread fame, outstanding reputation, and significant goodwill associated with the Gold's Gym brand have made the GOLD'S GYM Trademarks valuable assets of Gold's Gym.

15. Gold's Gym has expended substantial time, money, and other resources in developing, advertising and otherwise promoting the GOLD'S GYM Trademarks. As a result, products bearing the GOLD'S GYM Trademarks are widely recognized and exclusively associated by consumers, the public, and the trade as being high-quality products sourced from Gold's Gym. Gold's Gym is a multi-million dollar operation, and Gold's Gym products have become among the most popular of their kind in the world.

### **The Defendants**

16. Defendants are individuals and business entities who, upon information and belief, reside in the People's Republic of China or other foreign jurisdictions. Defendants conduct business throughout the United States, including within the State of Illinois and this Judicial District, through the operation of the fully interactive, commercial online marketplaces operating under the Defendant Internet Stores. Each Defendant targets the United States, including Illinois, and has offered to sell, and, on information and belief, has sold and continues to sell Counterfeit Gold's Gym Products to consumers within the United States, including the State of Illinois.

17. On information and belief, Defendants are an interrelated group of counterfeiters working in active concert to knowingly and willfully import, distribute, offer for sale, and sell products using infringing and counterfeit versions of the GOLD'S GYM Trademarks in the same transaction, occurrence, or series of transactions or occurrences. Tactics used by Defendants to conceal their identities and the full scope of their counterfeiting operation make it virtually

impossible for Gold's Gym to learn Defendants' true identities and the exact interworking of their counterfeit network. In the event that Defendants provide additional credible information regarding their identities, Gold's Gym will take appropriate steps to amend the Complaint.

#### **IV. DEFENDANTS' UNLAWFUL CONDUCT**

18. The success of the Gold's Gym brand has resulted in its significant counterfeiting. Consequently, Gold's Gym has a worldwide anti-counterfeiting program and regularly investigates suspicious online marketplace listings identified in proactive Internet sweeps and reported by consumers. In recent years, Gold's Gym has identified many online marketplace listings on platforms such as iOffer, eBay, AliExpress, Alibaba, Amazon, Wish.com, and Dhgate, including the Defendant Internet Stores, which were offering for sale and selling Counterfeit Gold's Gym Products to consumers in this Judicial District and throughout the United States. Despite Gold's Gym's enforcement efforts, Defendants have persisted in creating the Defendant Internet Stores. E-commerce sales, including through Internet stores like those of Defendants, have resulted in a sharp increase in the shipment of unauthorized products into the United States. **Exhibit 2**, Excerpts from Fiscal Year 2018 U.S. Customs and Border Protection ("CBP") Intellectual Property Seizure Statistics Report. Over 90% of all CBP intellectual property seizures were smaller international mail and express shipments (as opposed to large shipping containers). *Id.* Over 85% of CBP seizures originated from mainland China and Hong Kong. *Id.* Counterfeit and pirated products account for billions in economic losses, resulting in tens of thousands of lost jobs for legitimate businesses and broader economic losses, including lost tax revenue.

19. Defendants facilitate sales by designing the Defendant Internet Stores so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers.

Many of the Defendant Internet Stores look sophisticated and accept payment in U.S. dollars via credit cards, Alipay, Western Union, Amazon Pay, and/or PayPal. The Defendant Internet Stores often include content and images that make it very difficult for consumers to distinguish such stores from an authorized retailer. Many Defendants further perpetuate the illusion of legitimacy by offering customer service and using indicia of authenticity and security that consumers have come to associate with authorized retailers, including the Visa®, MasterCard®, and/or PayPal® logos. Gold's Gym has not licensed or authorized Defendants to use any of the GOLD'S GYM Trademarks, and none of the Defendants are authorized retailers of genuine Gold's Gym products.

20. Many Defendants also deceive unknowing consumers by using the GOLD'S GYM Trademarks without authorization within the content, text, and/or meta tags of their online marketplace listings in order to attract consumers searching for Gold's Gym products. Additionally, upon information and belief, Defendants use other unauthorized search engine optimization (SEO) tactics and social media spamming so that the Defendant Internet Stores listings show up at or near the top of relevant search results and misdirect consumers searching for Gold's Gym products. Other Defendants only show the GOLD'S GYM Trademarks in product images while using strategic item titles and descriptions that will trigger their listings when consumers are searching for genuine Gold's Gym products.

21. Defendants go to great lengths to conceal their identities and often use multiple fictitious names and addresses to register and operate their network of Defendant Internet Stores. On information and belief, Defendants regularly create new online marketplace accounts on various platforms using the identities listed in Schedule A to the Complaint, as well as other unknown fictitious names and addresses. Such Defendant Internet Store registration patterns are

one of many common tactics used by the Defendants to conceal their identities, the full scope and interworking of their counterfeiting operation, and to avoid being shut down.

22. Even though Defendants operate under multiple fictitious names, there are numerous similarities among the Defendant Internet Stores. For example, Counterfeit Gold's Gym Products for sale in the Defendant Internet Stores bear similar irregularities and indicia of being counterfeit to one another, suggesting that the Counterfeit Gold's Gym Products were manufactured by and come from a common source and that Defendants are interrelated. The Defendant Internet Stores also include other notable common features, including accepted payment methods, check-out methods, meta data, illegitimate SEO tactics, lack of contact information, identically or similarly priced items and volume sales discounts, the same incorrect grammar and misspellings, and the use of the same text and images.

23. In addition to operating under multiple fictitious names, Defendants in this case and defendants in other similar cases against online counterfeiters use a variety of other common tactics to evade enforcement efforts. For example, counterfeiters like Defendants will often register new online marketplace accounts under new aliases once they receive notice of a lawsuit. Counterfeiters also typically ship products in small quantities via international mail to minimize detection by U.S. Customs and Border Protection.

24. Further, counterfeiters such as Defendants typically operate multiple credit card merchant accounts and PayPal accounts behind layers of payment gateways so that they can continue operation in spite of Gold's Gym's enforcement efforts. On information and belief, Defendants maintain off-shore bank accounts and regularly move funds from their PayPal accounts or other financial accounts to off-shore bank accounts outside the jurisdiction of this Court. Indeed, analysis of PayPal transaction logs from previous similar cases indicates that off-

shore counterfeiters regularly move funds from U.S.-based PayPal accounts to China-based bank accounts outside the jurisdiction of this Court.

25. Defendants, without any authorization or license from Gold's Gym, have knowingly and willfully used and continue to use the GOLD'S GYM Trademarks in connection with the advertisement, distribution, offering for sale, and sale of Counterfeit Gold's Gym Products into the United States and Illinois over the Internet. Each Defendant Internet Store offers shipping to the United States, including Illinois, and, on information and belief, each Defendant has sold Counterfeit Gold's Gym Products into the United States, including Illinois.

26. Defendants' use of the GOLD'S GYM Trademarks in connection with the advertising, distribution, offering for sale, and sale of Counterfeit Gold's Gym Products, including the sale of Counterfeit Gold's Gym Products into the United States, including Illinois, is likely to cause and has caused confusion, mistake, and deception by and among consumers and is irreparably harming Gold's Gym.

**COUNT I**  
**TRADEMARK INFRINGEMENT AND COUNTERFEITING (15 U.S.C. § 1114)**

27. Gold's Gym hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 26.

28. This is a trademark infringement action against Defendants based on their unauthorized use in commerce of counterfeit imitations of the federally registered GOLD'S GYM Trademarks in connection with the sale, offering for sale, distribution, and/or advertising of infringing goods. The GOLD'S GYM Trademarks are highly distinctive marks. Consumers have come to expect the highest quality from Gold's Gym products sold or marketed under the GOLD'S GYM Trademarks.

29. Defendants have sold, offered to sell, marketed, distributed, and advertised, and are still selling, offering to sell, marketing, distributing, and advertising products using counterfeit reproductions of the GOLD'S GYM Trademarks without Gold's Gym's permission.

30. Gold's Gym is the exclusive owner of the GOLD'S GYM Trademarks. Gold's Gym's United States Registrations for the GOLD'S GYM Trademarks (Exhibit 1) are in full force and effect. Upon information and belief, Defendants have knowledge of Gold's Gym's rights in the GOLD'S GYM Trademarks, and are willfully infringing and intentionally using counterfeits of the GOLD'S GYM Trademarks. Defendants' willful, intentional and unauthorized use of the GOLD'S GYM Trademarks is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of the Counterfeit Gold's Gym Products among the general public.

31. Defendants' activities constitute willful trademark infringement and counterfeiting under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

32. Gold's Gym has no adequate remedy at law, and if Defendants' actions are not enjoined, Gold's Gym will continue to suffer irreparable harm to its reputation and the goodwill of its well-known GOLD'S GYM Trademarks.

33. The injuries and damages sustained by Gold's Gym have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offering to sell, and sale of Counterfeit Gold's Gym Products.

**COUNT II**  
**FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a))**

34. Gold's Gym hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 33.

35. Defendants' promotion, marketing, offering for sale, and sale of Counterfeit Gold's Gym Products has created and is creating a likelihood of confusion, mistake, and deception among the general public as to the affiliation, connection, or association with Gold's Gym or the origin, sponsorship, or approval of Defendants' Counterfeit Gold's Gym Products by Gold's Gym. By using the GOLD'S GYM Trademarks in connection with the sale of Counterfeit Gold's Gym Products, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Counterfeit Gold's Gym Products.

36. Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the Counterfeit Gold's Gym Products to the general public involves the use of counterfeit marks and is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

37. Gold's Gym has no adequate remedy at law and, if Defendants' actions are not enjoined, Gold's Gym will continue to suffer irreparable harm to its reputation and the goodwill of its Gold's Gym brand.

**COUNT III**  
**VIOLATION OF ILLINOIS UNIFORM DECEPTIVE TRADE PRACTICES ACT**  
**(815 ILCS § 510, *et seq.*)**

38. Gold's Gym hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 37.

39. Defendants have engaged in acts violating Illinois law including, but not limited to, passing off their Counterfeit Gold's Gym Products as those of Gold's Gym, causing a likelihood of confusion and/or misunderstanding as to the source of their goods, causing a likelihood of confusion and/or misunderstanding as to an affiliation, connection, or association

with genuine Gold's Gym products, representing that the Counterfeit Gold's Gym Products have Gold's Gym's approval when they do not, and engaging in other conduct which creates a likelihood of confusion or misunderstanding among the public.

40. The foregoing Defendants' acts constitute a willful violation of the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS § 510, *et seq.*

41. Gold's Gym has no adequate remedy at law, and Defendants' conduct has caused Gold's Gym to suffer damage to its reputation and associated goodwill. Unless enjoined by the Court, Gold's Gym will suffer future irreparable harm as a direct result of Defendants' unlawful activities.

#### **PRAYER FOR RELIEF**

WHEREFORE, Gold's Gym prays for judgment against Defendants as follows:

- 1) That Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily, preliminarily, and permanently enjoined and restrained from:
  - a. using the GOLD'S GYM Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Gold's Gym product or is not authorized by Gold's Gym to be sold in connection with the GOLD'S GYM Trademarks;
  - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Gold's Gym product or any other product produced by Gold's Gym, that is not Gold's Gym's or not produced under the authorization, control, or supervision of

Gold's Gym and approved by Gold's Gym for sale under the GOLD'S GYM Trademarks;

- c. committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Gold's Gym Products are those sold under the authorization, control or supervision of Gold's Gym, or are sponsored by, approved by, or otherwise connected with Gold's Gym;
- d. further infringing the GOLD'S GYM Trademarks and damaging Gold's Gym's goodwill; and
- e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Gold's Gym, nor authorized by Gold's Gym to be sold or offered for sale, and which bear any of Gold's Gym's trademarks, including the GOLD'S GYM Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof;

2) Entry of an Order that, upon Gold's Gym's request, those in privity with Defendants and those with notice of the injunction, including, without limitation, any online marketplace platforms such as iOffer, eBay, AliExpress, Alibaba, Amazon, Wish.com and Dhgate, web hosts, sponsored search engine or ad-word providers, credit cards, banks, merchant account providers, third party processors and other payment processing service providers, and Internet search engines such as Google, Bing and Yahoo (collectively, the "Third Party Providers") shall:

- a. disable and cease providing services being used by Defendants, currently or in the future, to engage in the sale of goods using the GOLD'S GYM Trademarks;

- b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the GOLD'S GYM Trademarks; and
  - c. take all steps necessary to prevent links to the Online Marketplace Accounts identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Online Marketplace Accounts from any search index;
- 3) That Defendants account for and pay to Gold's Gym all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of the GOLD'S GYM Trademarks be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;
- 4) In the alternative, that Gold's Gym be awarded statutory damages for willful trademark counterfeiting pursuant to 15 U.S.C. § 1117(c)(2) of \$2,000,000 for each and every use of the GOLD'S GYM Trademarks;
- 5) That Gold's Gym be awarded its reasonable attorneys' fees and costs; and
- 6) Award any and all other relief that this Court deems just and proper.

Dated this 30th day of September 2019.      Respectfully submitted,

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