

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

GAMES WORKSHOP LTD.,

Plaintiff,

v.

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

Defendants.

Case No. 20-cv-04371

**COMPLAINT**

Plaintiff Games Workshop Ltd. ("Games Workshop" 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.*, the Copyright Act 17 U.S.C. § 501, *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, including figurines, games, models, merchandise and other goods, using counterfeit versions of Games Workshop’s federally registered trademarks, unauthorized copies of Games Workshop’s federally registered copyrighted designs, or both (collectively, the “Unauthorized Games Workshop Products”). Each of the Defendants has targeted sales to 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, many have sold Unauthorized Games Workshop Products to residents of Illinois. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Games Workshop substantial injury in the State of Illinois.

## II. INTRODUCTION

3. This action has been filed by Games Workshop to combat online counterfeiters who trade upon Games Workshop’s reputation and goodwill by selling and/or offering for sale Unauthorized Games Workshop Products. The Defendants create the Defendant Internet Stores by the dozens and design them to appear to be selling genuine Games Workshop products, while actually selling Unauthorized Games Workshop Products to unknowing consumers. The Defendant Internet Stores share unique identifiers, such as design elements and similarities of the Unauthorized Games Workshop Products offered for sale, establishing a logical relationship between them and suggesting that Defendants’ 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

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

### **III. THE PARTIES**

#### **Plaintiff**

4. Plaintiff Games Workshop Ltd. is an English corporation and a subsidiary of Games Workshop Group PLC.

5. Games Workshop is the largest and most successful tabletop fantasy wargames company in the world, with a following of millions of gamers and hobbyists devoted to collecting, creating, painting, and building armies for use in Games Workshop's popular wargames.

6. Games Workshop's wargames are played, not on a board with defined game places, but in an open-ended world defined only by the underlying literary works and rules that define and depict the characters and armies of the games.

7. Games Workshop's two most popular wargames are WARHAMMER 40,000 and WARHAMMER AGE OF SIGMAR. WARHAMMER 40,000 is set in the 41<sup>st</sup> Millennium, a dystopian future in which mighty armies clash across war-torn worlds, and the bloodthirsty forces of Chaos strive to overthrow the Imperium of Mankind. In the grim darkness of this far future, there is only war. WARHAMMER AGE OF SIGMAR takes place in fantasy worlds of dark magic and powerful gods, populated by mighty heroes and foul monsters, in which various armies battle in unending attacks from enemies such as rat-like Skaven that crawl beneath cities, restless dead

who stir in their graves, and the righteous Stormcast Eternals who are forged from the souls of heroes.

8. The underlying stories, myths, fictional histories, appearances, and unique characteristics of the many armies used in Games Workshop's games, such as their language, culture, worlds, weapons, methods of waging war, heraldry and iconography, and how they look, behave, and function are all derived from detailed hobby books, game rules, and novels, all of which are created by Games Workshop.

9. Since at least as early as 1995, Games Workshop has sold in the United States a variety of products, including figurines, games, models, hobby products, books and related items associated with its popular wargames (collectively, the "Games Workshop Products").

10. Games Workshop Products have become enormously popular, driven by the brand's arduous quality standards and innovative design. Among the purchasing public, genuine Games Workshop Products are instantly recognizable as such. The Games Workshop brand has become a global success that resonates with gamers and hobbyists worldwide, and Games Workshop Products are among the most recognizable in the world. Games Workshop Products are distributed and sold to consumers through Games Workshop stores and authorized retailers throughout the United States, including numerous retail outlets in Chicago, Illinois and the surrounding suburbs.

11. Long before Defendants' acts described herein, Games Workshop developed its popular wargames and related line of Games Workshop Products under its now famous GAMES WORKSHOP, WARHAMMER and WARHAMMER 40,000 marks and various copyrighted designs (collectively, the "Games Workshop Copyrighted Designs").

12. Games Workshop has used the GAMES WORKSHOP, WARHAMMER and WARHAMMER 40,000 marks and other trademarks for many years and has continuously sold products under the GAMES WORKSHOP, WARHAMMER and WARHAMMER 40,000 trademarks and other trademarks (collectively, the “Games Workshop Trademarks”). As a result of this long-standing use, strong common law trademark rights have amassed in the Games Workshop Trademarks. Games Workshop’s use of the marks has also built substantial goodwill in and to the Games Workshop Trademarks. As such, the Games Workshop Trademarks are valuable assets of Games Workshop. Games Workshop Products typically include at least one of the registered Games Workshop Trademarks and/or the Games Workshop Copyrighted Designs.

13. Several of the Games Workshop Trademarks are registered with the United States Patent and Trademark Office, a non-exclusive list of which is included below.

<b>Registration No.</b>	<b>Trademark</b>
1,739,791	GAMES WORKSHOP
4,824,357	GAMES WORKSHOP
2,718,741	WARHAMMER
4,722,011	WARHAMMER
4,709,983	WARHAMMER 40,000
1,741,460	EPIC
1,922,180	SPACE MARINE
2,723,575	NECRON
4,661,579	NECROMUNDA
4,710,053	40K
4,710,052	40,000
5,526,841	THE HORUS HERESY
5,652,023	DAWN OF WAR
4,721,985	

14. The above U.S. registrations for the Games Workshop Trademarks are valid, subsisting, and in full force and effect, and many are incontestable pursuant to 15 U.S.C. § 1065. The registrations for the Games Workshop Trademarks constitute *prima facie* evidence of their validity and of Games Workshop's exclusive right to use the Games Workshop Trademarks pursuant to 15 U.S.C. § 1057 (b). True and correct copies of the United States Registration Certificates for the above-listed Games Workshop Trademarks are attached hereto as **Exhibit 1**.

15. The Games Workshop Trademarks are distinctive when applied to the Games Workshop Products, signifying to the purchaser that the products come from Games Workshop and are manufactured to Games Workshop's quality standards. Whether Games Workshop manufactures the products itself or contracts with others to do so, Games Workshop has ensured that products bearing the Games Workshop Trademarks are manufactured to the highest quality standards.

16. The innovative marketing and product designs of the Games Workshop Products have enabled the Games Workshop brand to achieve widespread recognition and fame and have made the Games Workshop Trademarks some of the most well-known marks in the hobbying and gaming communities. The outstanding reputation and significant goodwill associated with the Games Workshop brand have made the Games Workshop Trademarks valuable assets of Games Workshop.

17. Since the initial launch of the Games Workshop Products, the Games Workshop Trademarks have been the subject of substantial marketing and promotion by Games Workshop. Games Workshop has and continues to market and promote the Games Workshop Trademarks in the industry and to consumers through traditional print media, the Games Workshop website at [games-workshop.com](http://games-workshop.com), social media sites, and point of sale material.

18. Games Workshop has expended substantial time, money, and other resources in advertising and promoting the Games Workshop Trademarks. In fact, Games Workshop has expended millions of dollars in advertising, promoting and marketing featuring the Games Workshop Trademarks. Games Workshop Products have also been the subject of extensive unsolicited publicity resulting from their high-quality, innovative designs. As a result, products bearing the Games Workshop Trademarks are widely recognized and exclusively associated by consumers, the public, and the trade as being high-quality products sourced from Games Workshop. Games Workshop Products have become among the most popular of their kind in the U.S. and the world. The Games Workshop 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 Games Workshop Trademarks is of incalculable and inestimable value to Games Workshop.

19. Genuine Games Workshop Products are sold only through authorized retail channels and are recognized by the public as being exclusively associated with the Games Workshop brand.

20. Games Workshop has registered its Games Workshop Copyrighted Designs with the United States Copyright Office. The registrations include, but are not limited to: “Imperial Aquila 2007” (U.S. Copyright Registration No. VA 1-630-647), issued by the Register of Copyrights on April 24, 2008; and “Imperial Aquila 2008” (U.S. Copyright Registration No. VA 1-630-649), issued by the Register of Copyrights on April 24, 2008. A true and correct copy of the U.S. federal copyright registration certificates for the above-referenced Games Workshop Copyrighted Designs is attached hereto as **Exhibit 2**.

21. Among the exclusive rights granted to Games Workshop under the U.S. Copyright Act are the exclusive rights to reproduce, prepare derivative works of, distribute copies of, and display the Games Workshop Copyrighted Designs to the public.

### **The Defendants**

22. 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, many have sold and continue to sell Unauthorized Games Workshop Products to consumers within the United States, including the State of Illinois.

23. The Defendant Internet Stores share unique identifiers, such as design elements and similarities of the Unauthorized Games Workshop Products offered for sale, establishing a logical relationship between them and suggesting that Defendants' operation arises out of the same transaction, occurrence, or series of transactions or occurrences. Tactics used by Defendants to conceal their identities and the full scope of their operation make it virtually impossible for Games Workshop to learn Defendants' true identities and the exact interworking of their network. In the event that Defendants provide additional credible information regarding their identities, Games Workshop will take appropriate steps to amend the Complaint.

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

24. The success of the Games Workshop brand has resulted in its significant counterfeiting. Consequently, Games Workshop has a worldwide brand protection program and

regularly investigates suspicious online marketplace listings identified in proactive Internet sweeps and reported by consumers. In recent years, Games Workshop has identified many 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 Unauthorized Games Workshop Products to consumers in this Judicial District and throughout the United States. Despite Games Workshop's enforcement efforts, Defendants have persisted in creating the Defendant Internet Stores. Internet websites like the Defendant Internet Stores are estimated to receive tens of millions of visits per year and to generate over \$135 billion in annual online sales. According to an intellectual property rights seizures statistics report issued by Homeland Security, the manufacturer's suggested retail price (MSRP) of goods seized by the U.S. government in fiscal year 2014 was over \$1.23 billion. Internet websites like the Defendant Internet Stores are also estimated to contribute to tens of thousands of lost jobs for legitimate businesses and broader economic damages such as lost tax revenue every year.

25. 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, Amazon Pay, Western Union, 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. Games Workshop has not licensed or authorized Defendants to use any of the Games

Workshop Trademarks or copy or distribute the Games Workshop Copyrighted Designs, and none of the Defendants are authorized retailers of genuine Games Workshop Products.

26. Many Defendants also deceive unknowing consumers by using the Games Workshop Trademarks without authorization within the content, text, and/or meta tags of their online marketplace listings in order to attract consumers searching for genuine Games Workshop 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 genuine Games Workshop Products. Other Defendants only show the Games Workshop Trademarks in product images while using strategic item titles and descriptions that will trigger their listings when consumers are searching for genuine Games Workshop Products.

27. 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 operation, and to avoid being shut down.

28. Even though Defendants operate under multiple fictitious names, there are numerous similarities among the Defendant Internet Stores. For example, Unauthorized Games Workshop Products for sale in the Defendant Internet Stores bear similar irregularities and indicia of being unauthorized, suggesting that the Unauthorized Games Workshop 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, similar hosting services, and the use of the same text and images, including content copied from Games Workshop's official games-workshop.com website.

29. 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.

30. 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 Games Workshop'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.

31. Defendants, without any authorization or license from Games Workshop, have knowingly and willfully used and continue to use the Games Workshop Trademarks and/or copies of the Games Workshop Copyrighted Designs in connection with the advertisement, distribution, offering for sale, and sale of Unauthorized Games Workshop 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, many have sold Unauthorized Games Workshop Products into the United States, including Illinois.

32. Defendants' unauthorized use of the Games Workshop Trademarks in connection with the advertising, distribution, offering for sale, and sale of Unauthorized Games Workshop Products, including the sale of Unauthorized Games Workshop 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 Games Workshop.

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

33. Games Workshop hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 32.

34. This is a trademark infringement action against Defendants based on their unauthorized use in commerce of counterfeit imitations of the federally registered Games Workshop Trademarks in connection with the sale, offering for sale, distribution, and/or advertising of infringing goods. The Games Workshop Trademarks are highly distinctive marks. Consumers have come to expect the highest quality from Games Workshop Products offered, sold or marketed under the Games Workshop Trademarks.

35. 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 Games Workshop Trademarks without Games Workshop's permission.

36. Games Workshop is the exclusive owner of the Games Workshop Trademarks. Games Workshop's United States Registrations for the Games Workshop Trademarks (Exhibit 1) are in full force and effect. Upon information and belief, Defendants have knowledge of Games

Workshop's rights in the Games Workshop Trademarks, and are willfully infringing and intentionally using counterfeit versions of the Games Workshop Trademarks. Defendants' willful, intentional and unauthorized use of the Games Workshop Trademarks is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of the Unauthorized Games Workshop Products among the general public.

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

38. Games Workshop has no adequate remedy at law, and if Defendants' actions are not enjoined, Games Workshop will continue to suffer irreparable harm to its reputation and the goodwill of the Games Workshop Trademarks.

39. The injuries and damages sustained by Games Workshop have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offering to sell, and sale of Unauthorized Games Workshop Products.

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

40. Games Workshop hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 39.

41. Defendants' promotion, marketing, offering for sale, and sale of Unauthorized Games Workshop 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 Games Workshop or the origin, sponsorship, or approval of Defendants' Unauthorized Games Workshop Products by Games Workshop.

42. By using the Games Workshop Trademarks on the Unauthorized Games Workshop Products, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Unauthorized Games Workshop Products.

43. Defendants' false designation of origin and misrepresentation of fact as to the origin and/or sponsorship of the Unauthorized Games Workshop 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.

44. Games Workshop has no adequate remedy at law and, if Defendants' actions are not enjoined, Games Workshop will continue to suffer irreparable harm to its reputation and the associated goodwill of the Games Workshop brand.

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

45. Games Workshop hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 44.

46. Defendants have engaged in acts violating Illinois law including, but not limited to, passing off their Unauthorized Games Workshop Products as those of Games Workshop, 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 Games Workshop Products, representing that their Unauthorized Games Workshop Products have Games Workshop's approval when they do not, and engaging in other conduct which creates a likelihood of confusion or misunderstanding among the public.

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

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

**COUNT IV  
COPYRIGHT INFRINGEMENT OF UNITED STATES COPYRIGHT  
REGISTRATIONS (17 U.S.C. §§ 106 AND 501)**

49. Games Workshop hereby re-alleges and incorporates by reference the allegations set forth in paragraphs 1 through 48.

50. Games Workshop is the owner of valid and enforceable Games Workshop Copyrighted Designs, which contain certain copyrightable subject matter under 17 U.S.C. §§ 101, *et seq.*

51. Games Workshop has complied with the registration requirements of 17 U.S.C. § 411(a) for the Games Workshop Copyrighted Designs and has obtained Copyright Registration Nos. VA 1-630-647 and VA 1-630-649.

52. Defendants do not have any ownership interest in the Games Workshop Copyrighted Designs. Defendants had access to the Games Workshop Copyrighted Designs via the internet.

53. Without authorization from Games Workshop, or any right under the law, Defendants have deliberately copied, displayed, distributed, reproduced and/or made derivative works incorporating the Games Workshop Copyrighted Designs on the Defendant Internet Stores and the corresponding Unauthorized Games Workshop Products. Defendants' derivative works are virtually identical to and/or substantially similar to the look and feel of the Games Workshop

Copyrighted Designs. Such conduct infringes and continues to infringe the Games Workshop Copyrighted Designs in violation of 17 U.S.C. § 501(a) and 17 U.S.C. §§ 106(1)–(3), (5).

54. Defendants reap the benefits of the unauthorized copying and distribution of the Games Workshop Copyrighted Designs in the form of revenue and other profits that are driven by the sale of Unauthorized Games Workshop Products.

55. The Defendants have unlawfully appropriated Games Workshop's protectable expression by taking material of substance and value and creating Unauthorized Games Workshop Products that capture the total concept and feel of the Games Workshop Copyrighted Designs.

56. Upon information and belief, the Defendants' infringement has been willful, intentional, and purposeful, and in disregard of and with indifference to Games Workshop's rights.

57. The Defendants, by their actions, have damaged Games Workshop in an amount to be determined at trial.

58. Defendants' conduct is causing, and unless enjoined and restrained by this Court will continue to cause, Games Workshop great and irreparable injury that cannot fully be compensated or measured in money. Games Workshop has no adequate remedy at law. Pursuant to 17 U.S.C. § 502, Games Workshop is entitled to a preliminary and permanent injunction prohibiting further infringement of the Games Workshop Copyrighted Designs.

#### **PRAYER FOR RELIEF**

WHEREFORE, Games Workshop 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 Games Workshop 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 Games Workshop Product or is not authorized by Games Workshop to be sold in connection with the Games Workshop Trademarks;
- b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Games Workshop Copyrighted Designs in any manner without the express authorization of Games Workshop;
- c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Games Workshop Product or any other product produced by Games Workshop, that is not Games Workshop's or not produced under the authorization, control, or supervision of Games Workshop and approved by Games Workshop for sale under the Games Workshop Trademarks and/or the Games Workshop Copyrighted Designs;
- d. committing any acts calculated to cause consumers to believe that Defendants' Unauthorized Games Workshop Products are those sold under the authorization, control or supervision of Games Workshop, or are sponsored by, approved by, or otherwise connected with Games Workshop;
- e. further infringing the Games Workshop Trademarks and/or the Games Workshop Copyrighted Designs and damaging Games Workshop's goodwill; and
- f. 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 Games Workshop, nor authorized by Games Workshop to be sold or offered for sale, and which bear any of Games Workshop's

trademarks, including the Games Workshop Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Games Workshop Copyrighted Designs;

- 2) Entry of an Order that, upon Games Workshop'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 Games Workshop Trademarks and/or which bear the Games Workshop Copyrighted Designs;
  - 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 Games Workshop Trademarks and/or which bear the Games Workshop Copyrighted Designs;  
and
  - c. take all steps necessary to prevent links to the Defendant Internet Stores identified on Schedule A from displaying in search results, including, but not limited to, removing links to the Defendant Internet Stores from any search index;
- 3) Entry of an Order that, upon Games Workshop's choosing, the registrant of the Defendant Domain Names shall be changed from the current registrant to Games Workshop, and that the domain name registries for the Defendant Domain Names, including, but not limited to,

VeriSign, Inc., Neustar, Inc., Afiliast Limited, CentralNic, Nominet, and the Public Interest Registry, shall unlock and change the registrar of record for the Defendant Domain Names to a registrar of Games Workshop's selection, and that the domain name registrars, including, but not limited to, GoDaddy Operating Company, LLC ("GoDaddy"), Name.com, PDR LTD. d/b/a PublicDomainRegistry.com ("PDR"), and Namecheap Inc. ("Namecheap"), shall take any steps necessary to transfer the Defendant Domain Names to a registrar account of Games Workshop's selection; or that the same domain name registries shall disable the Defendant Domain Names and make them inactive and untransferable;

- 4) That Defendants account for and pay to Games Workshop all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of the Games Workshop Trademarks be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;
- 5) In the alternative, that Games Workshop 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 Games Workshop Trademarks;
- 6) As a direct and proximate result of Defendants' infringement of the Games Workshop Copyrighted Designs, Games Workshop is entitled to damages as well as Defendants' profits, pursuant to 17 U.S.C. § 504(b);
- 7) Alternatively, and at Games Workshop's election prior to any final judgment being entered, Games Workshop is entitled to the maximum amount of statutory damages provided by law, \$150,000 per work infringed pursuant to 17 U.S.C. § 504(c), or for any other such amount as may be proper pursuant to 17 U.S.C. § 504(c);

- 8) Games Workshop is further entitled to recover its attorneys' fees and full costs for bringing this action pursuant to 17 U.S.C. § 505 and 17 U.S.C. § 1117(a); and
- 9) Award any and all other relief that this Court deems just and proper.

Dated this 27th day of July 2020.

Respectfully submitted,

/s/ Justin R. Gaudio

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