

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

Coroplast, LLC,

Plaintiff,

v.

The Partnerships and Unincorporated Associations
Identified on Schedule "A"

Defendants.

CASE NO. 1:25-cv-8554

VERIFIED COMPLAINT

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

NATURE OF THE CASE

1. This is an action for trademark infringement, counterfeiting, passing off, anti-cybersquatting, and deceptive trade practices. Plaintiff Coroplast is the nation's leading manufacturer of corrugated plastic products, commonly used for signage, produce boxes, and tote or storage boxes. Since at least 1972, Plaintiff and its predecessors in interest have manufactured, distributed, advertised, and sold corrugated plastic products throughout the United States under its brand name and registered trademarks "Coroplast." For years, Coroplast has pioneered innovative and durable products that have developed a loyal following from its satisfied customers. By virtue of this long-time use, Plaintiff Coroplast and its products have become recognized as the leader in the corrugated plastics industry under said name and trademarks.

2. Plaintiff seeks relief against Defendants under the Lanham and Anti-Cybersquatting Consumer Protection Acts, (15 U.S.C. §§ 1114(a), (b) and 1125(a), (d)), and the Illinois Uniform Deceptive Trade Practices Act, (815 ILCS § 510), to combat Defendants' infringing use of Coroplast's federally registered trademarks. Unless addressed by this Court, Defendants' unauthorized use of Coroplast's trademarks will continue to result in a likelihood of consumer confusion as to the source of

Defendants' products and a false association between Defendant's products with Coroplast, thereby causing irreparable injury to Plaintiff. As such, Coroplast seeks damages, including attorneys' fees, and injunctive relief to stop Defendants' ongoing harmful conduct, which is deceptive and confusing to consumers, harmful to the established goodwill of the trademarks associated with Coroplast's corrugated plastics products, and wrongfully seeks to confuse consumers in order to divert them to Defendants' websites and e-commerce storefronts.

THE PARTIES

3. Coroplast is a Delaware limited liability company with its principal place of business located at 201 Industrial Park Road, in Vanceburg, Kentucky.

4. On information and belief, the Schedule A Defendants are individuals and business entities who reside in the Shandong Province of the People's Republic of China. On information and belief, Defendants conduct business throughout the United States, including within the State of Illinois and this judicial district, through the operation of the commercial websites and Internet stores on online marketplaces under the Infringing Domain Names and/or the Online Marketplace Accounts identified in Schedule A attached hereto (collectively, the "Defendant Internet Stores.").

5. On information and belief, the Schedule A Defendants are an interrelated group of infringers working in active concert to knowingly and willfully manufacture, import, distribute, offer for sale, and sell products bearing the Coroplast's federally registered trademarks in the same transaction, occurrence, or series of transactions or occurrences. For example, though the defendants identified on Schedule A as Defendant 1 and Defendant 12 appear to be different companies operating different websites and online storefronts, with different names, addresses, and phone numbers, their email addresses are nearly identical and comprise the exact same domain name.

6. To further illustrate, on information and belief, Defendant 1 has its principal place of business in Shandong, China. Defendant 1 has advertised that it conducts business at the following U.S. addresses: 9462 Alcosta Blvd., San Ramon, CA 94583 and 8605 Santa Monica Blvd #79525, West Hollywood, CA 90069. On information and belief, 9462 Alcosta Blvd., San Ramon, CA 94583 is a residential address. On information and belief, 8605 Santa Monica Blvd #79525, West Hollywood, CA 90069 is a mail drop box. On information and belief, Defendant 1 is not registered to conduct

business in any state within the United States and does not have a registered agent within the United States. Such tactics used by the Schedule A Defendants to conceal their identities and the full scope of their infringing operation make it virtually impossible for Coroplast to learn Defendants' true identities and the exact interworking of their network. In the event that Defendants provide additional credible information regarding their identities, Coroplast will take appropriate steps to amend the Complaint.

JURISDICTION AND VENUE

7. This Court has original subject matter jurisdiction over the claims in this action arising under the Lanham Act, 15 U.S.C. § 1051, et seq., and the federal Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d), pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338. 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.

8. This Court has personal jurisdiction over Defendants as each of the Defendants have knowingly directed and targeted their unlawful activity at Plaintiff, who regularly transacts business in the State of Illinois, and who sells Coroplast® corrugated plastic products to customers in this district, including to its Illinois distributors, Polymershapes and All Weather Products.

9. Upon information and belief, the Schedule A Defendants directly target business activities toward consumers in the United States, including Illinois, through the Defendant Internet Stores. Specifically, the Schedule A Defendants are reaching out to do business with Illinois residents by operating one or more commercial, Internet Stores through which Illinois residents can purchase products bearing Coroplast's registered trademarks. Each of the Schedule A 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 bearing Coroplast's registered trademarks to residents of Illinois.

10. For example, on information and belief, Defendant 1 has transacted and conducted business in the State of Illinois by wrongfully diverting customers and potential customers in Illinois to its website identified in Schedule A, where Defendant 1 advertises, offers for sale, and sells products using Coroplast's registered trademarks in connection with Defendant 1's advertisements, offers for

sale, and sales. Specifically, on information and belief, Defendant 1 has targeted sales to Illinois residents by setting up and operating its website that targets United States consumers, offering shipping to customers in the United States, including Illinois, accepting payment in U.S. dollars and/or funds from U.S. bank accounts, and providing the address of a purported office in the United States. On information and belief, Defendant 1 has advertised, offered for sale, and sold products using or featuring Coroplast's registered trademarks to residents of Illinois. Defendant 1's website indicates that payments may be made to Defendant 1's bank account, Western Union, or PayPal and purchases require an advance deposit of 30% of the purchase price, with the 70% balance due when the customer receives the Bill of Lading. Upon information and belief, Defendant 1 has an annual export revenue of \$6,000,000, including exports to the United States. Defendant 1 has also attended trade shows in the United States, such as the 2024 Global Produce & Floral Show.

11. Defendant 2's and Defendant 3's websites respectively indicate that one of their main markets is North America.

12. Defendant 4's, Defendant 5's, Defendant 6's, Defendant 9's, and Defendant 10's online storefronts on Alibaba.com respectively state North America is one of their main markets.

13. Defendant 8's online storefront on Alibaba.com states that one of its main markets is America and displays a map indicated it has customers in the United States:



14. On information and belief, each of the Defendants is committing tortious acts, is engaging in interstate commerce, and has wrongfully caused Coroplast substantial injury in the State of Illinois.

15. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) as a substantial part of the events or omissions giving rise to the claims at issue in this litigation occurred in this judicial District within the State of Illinois, and this Court may properly exercise personal jurisdiction over Defendants since Defendants directly target business activities towards consumers in the United States, including Illinois, through at least the Defendant Internet Stores and/or their websites.

PLAINTIFF COROPLAST'S LONGSTANDING USE OF THE COROPLAST TRADEMARK

16. For over sixty years, Plaintiff Coroplast has been widely recognized throughout the United States and elsewhere for its innovative, durable, high-quality plastic materials used in a variety of industries. Coroplast is North America's market share leader and largest manufacturer of corrugated plastic sheets for signs and reusable packaging.

17. In particular, Coroplast is well-known as the source of the famous Coroplast® brand of premium corrugated plastic products, which are engineered using a proprietary manufacturing process that enhances durability while maintaining flexibility ("Coroplast Products"). Coroplast Products are used nationwide by consumers and businesses for signage, reusable packaging, and industrial applications due to their exceptional resistance to moisture, chemicals, and UV exposure.

18. Although the corporate structure has evolved over the years, since 1972, Coroplast and its corporate predecessors have continuously distributed and sold Coroplast Products throughout the United States under the COROPLAST name and trademarks.

19. In addition to its common law rights, Coroplast is the exclusive owner of the United States registration certificates for the COROPLAST Trademarks, U.S. Reg. Nos. 1,017,649 and 3,510,604 (collectively, the "COROPLAST Trademarks"). True and correct copies of the registration certificates for U.S. Reg. Nos. 1,017,649 and 3,510,604 are attached hereto as Exhibits 1 and 2, respectively.

20. Coroplast and its corporate predecessors have built substantial goodwill in the COROPLAST Trademarks. The COROPLAST Trademarks are famous and valuable assets of

Coroplast.

21. A Section 15 declaration of incontestability for the U.S. Reg. No. 1,017,649 was accepted by the U.S. Patent and Trademark Office in 1981.

22. A Section 15 declaration of incontestability for the U.S. Reg. No. 3,510,604 was submitted to and accepted by the U.S. Patent and Trademark Office in 2014.

23. The federal registrations for the COROPLAST Trademarks are valid, subsisting, in full force and effect, and are incontestable pursuant to 15 U.S.C. § 1065. The registrations for the COROPLAST Trademarks constitute *prima facie* evidence of their validity and of Coroplast's exclusive right to use the COROPLAST Trademarks.

24. Coroplast Products are distributed and sold to consumers throughout the United States, through a network of independent distributors, including Illinois distributors Polymershapes and All Weather Products. Coroplast Products have attracted a prominent following due to their durable, lightweight, sustainable, and innovative features.

25. Coroplast owns and operates an Internet website accessible through the domain name www.coroplast.com, which promotes Coroplast Products and includes a directory of Coroplast's distributors. Coroplast's website also contains detailed descriptions of Coroplast Products, including videos explaining the manufacturing process, research and development information, product specifications, safety information, and resources for various uses of Coroplast products.

26. Coroplast markets its Coroplast Products and COROPLAST Trademarks throughout the United States and abroad. Specifically, Coroplast prominently displays its COROPLAST Trademarks on its website and in product literature featuring and promoting its Coroplast Products. Representative examples of Coroplast's use of the COROPLAST Trademarks are attached hereto as Exhibit 3.

27. Coroplast extensively markets its COROPLAST Trademarks in the United States and other countries and (together with its predecessors) has spent considerable time and resources to build the Coroplast® brand. Coroplast has further expended considerable resources on advertising, marketing, and promoting the COROPLAST Trademarks and in maintaining the distribution and sale of high quality products in connection therewith. For example, Coroplast invested in excess of

\$300,000 marketing its Coroplast® brand since 2021.

28. Coroplast's sales of Coroplast Products in the United States in 2021-2024 alone exceeded \$200,000,000.

29. By virtue of Coroplast's continued use, advertising, and promotion, the COROPLAST Trademarks have become well known to the trade and the general public throughout the United States, and Coroplast has established extensive goodwill and public recognition in, and to, the inherently distinctive COROPLAST Trademarks as an exclusive identification of Coroplast's corrugated plastics products.

30. The Coroplast Trademarks are distinctive when applied to corrugated plastic products, signifying to the purchaser that the products come from Coroplast and are manufactured to its quality standards. Coroplast has, and continues to, expend a substantial amount of time, effort, money, and other resources to develop and maintain the goodwill that has come to be associated with its corrugated plastics products sold under the COROPLAST Trademarks.

DEFENDANTS' INFRINGING AND OTHER WRONGFUL CONDUCT

31. Each of the Defendants has been using the term "Coroplast" in connection with the advertising, offering for sale, and, upon information and belief, sale, of goods identical and/or substantially similar to and in competition with the Coroplast Products. Specifically, without authorization, each of the Defendants is using the COROPLAST Trademarks in connection with the advertisement, offer for sale, and upon information and belief, sale of corrugated plastics products ("Infringing Products").

32. The Defendant Internet stores are the online storefronts at third-party e-commerce marketplaces Alibaba.com and Amazon.com, and the websites identified on Schedule A, wherein Defendants are using Coroplast's distinctive COROPLAST Trademarks in connection with Defendants' acts of advertising, offering for sale and selling Infringing Products to consumers in this Judicial District and throughout the United States. On information and belief, e-commerce stores and websites like the Defendant Internet Stores are estimated to receive hundreds of thousands of visits per year and to generate millions of dollars in annual online sales. On further information and belief, e-commerce stores and 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. For example, Defendant 7's Internet Store indicates its total annual revenue is between \$50 to \$100 million. Defendant 10's Internet Store indicates its total annual sales are \$17,150,000.

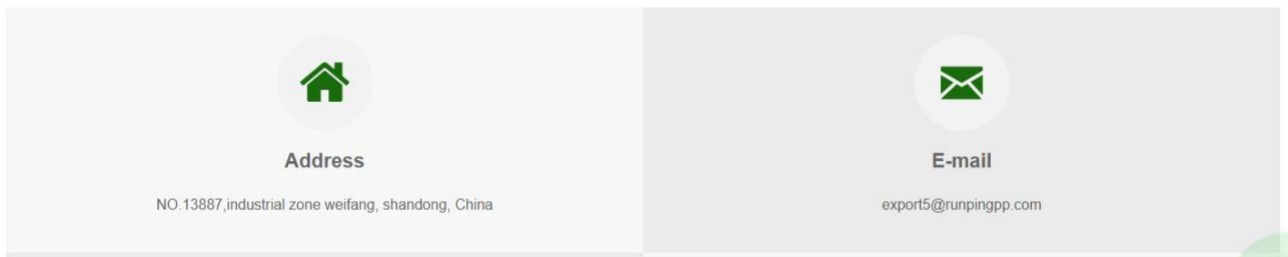
33. The Schedule A Defendants facilitate sales by designing the Defendant Internet Stores so that they appear to unknowing consumers to be authorized online retailers or wholesalers selling genuine Coroplast Products, or otherwise affiliated with, associated with, or licensors of Coroplast and the COROPLAST Trademarks. For example, Defendant 1's website actually referred to Plaintiff's registered trademarks and referenced the Inteplast Group, of which Plaintiff is a part. Further, the Defendant Internet Stores display the prices for their products in U.S. dollars, and, on information and belief, many of the Defendant Internet Stores accept payment in U.S. dollars.

34. Defendant 1's and Defendant 2's domain names (collectively, "Infringing Domain Names") fully incorporate the COROPLAST Trademarks into the URL.

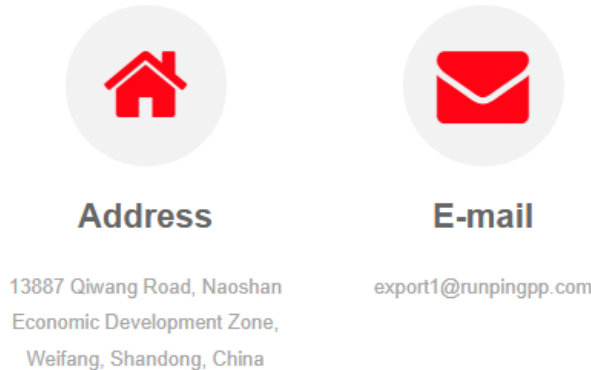
35. Each of the Defendants, through the Defendant Internet Stores, uses the COROPLAST Trademarks in product descriptions, leading consumers to believe that the Infringing Domain Names, Defendant Internet Stores, and Infringing Products are from an authorized Coroplast distributor or otherwise affiliated with or associated with Coroplast. Coroplast has not licensed or authorized the Schedule A Defendants to use its COROPLAST Trademarks, and none of the Schedule A Defendants are authorized distributors of genuine Coroplast Products. True and correct copies of screenshot printouts showing the active Defendant Internet Stores operating under the domains listed in Schedule A are attached as Exhibit 4.

36. On information and belief, foreign trademark infringers are known to go to great lengths to conceal their identities and often use fictitious names and addresses to register and operate their network of e-commerce stores. For example, on information and belief, many foreign trademark infringers are known to take steps to conceal their identities, such as using fictitious names and false physical addresses that are either residential addresses or mail-drop boxes, or that are incomplete, contain randomly typed letters, or fail to include cities or states. On information and belief, foreign trademark infringers are also known to create new websites and online marketplace accounts on various platforms using fictitious names and addresses in the event one website or storefront is shut down.

Such evasive domain registration and operating patterns are one of many common tactics used by foreign trademark infringers and, on information and belief, by the Schedule A Defendants to conceal their identities, the full scope and interworking of their infringing operation, and to avoid being shut down. Here, the Infringing Domain Names and the Defendants' websites use privacy services that conceal the owners' identity and contact information. The Defendant Internet Stores also include notable common features, including use of the same domain name privacy services, similar layouts, the same check-out methods, similarly priced items, and similar product descriptions. Notably, at least two of the Defendant Internet Stores include nearly identical contact information.



Defendant 12's Internet Store



Defendant 1's Internet Store

37. On information and belief, in addition to operating under multiple fictitious names, foreign trademark infringers and defendants in other similar cases against online infringers have been known to use a variety of other common tactics to evade enforcement efforts. For example, on information and belief, infringers like the Schedule A Defendants will often register new domain names or online marketplace accounts under new aliases once they receive notice of a lawsuit. On information and belief, infringers also often move website hosting to rogue servers located outside the United States once notice of a lawsuit is received, which are notorious for ignoring take down demands sent by brand owners.

38. On information and belief, the Schedule A Defendants maintain off-shore bank accounts and regularly move funds from their U.S. accounts to off-shore bank accounts outside the jurisdiction of this Court.

39. The Schedule A Defendants, without any authorization or license from Coroplast, have knowingly and willfully used and continue to use the COROPLAST Trademarks in connection with the advertising, offering for sale, and sale of Infringing Products in the United States and Illinois over the Internet. On information and belief, each Defendant Internet Store is shipping to and has sold Infringing Products in the United States, including Illinois.

40. Defendants' use of the COROPLAST Trademarks in connection with the advertising, distribution, offering for sale, and sale of Infringing Products into the United States, including Illinois, is likely to cause and, on information and belief, has caused confusion, mistake, and deception by and among consumers and is irreparably harming Coroplast. Specific examples of such infringing use causing irreparable harm by each of the Defendants is set forth in further detail below.

DEFENDANT 1

41. The Infringing Products are currently offered or have been offered for sale on Defendant 1's websites, including www.chinacoroplast.com ("Chinacoroplast Infringing Domain"), www.runpingplast.com, and on Defendant 1's online storefront at Alibaba.com (collectively, "Defendant 1's Websites").

42. On information and belief, Defendant 1 reserved the Chinacoroplast Infringing Domain and began promoting and offering Infringing Products in competition with the Coroplast Products, with actual or constructive knowledge of Coroplast's registered trademark rights in the COROPLAST Trademarks.

43. On information and belief, Defendant 1's Websites are accessible throughout the United States and the world via the Internet, including the State of Illinois.

44. On its face, the Chinacoroplast Infringing Domain Name is confusingly similar—and is clearly intended to be confusingly similar—to Plaintiff's website domain (coroplast.com) and the COROPLAST Trademarks. This includes, but is not limited to, the following:

- a. The use of the website domain name: "chinacoroplast.com;"

- b. The use of the name and mark "Coroplast" throughout the Infringing Domain's website;
- c. The use of the business name "Zibo Coroplast I&E Co., Ltd." throughout the Infringing Domain's website.

45. Defendant 1's Websites also contain links to social media and other websites that wrongfully utilize Coroplast's registered trademarks, including the following:

- a. Twitter/X Link: https://twitter.com/China_Coroplast

- b. YouTube Link:

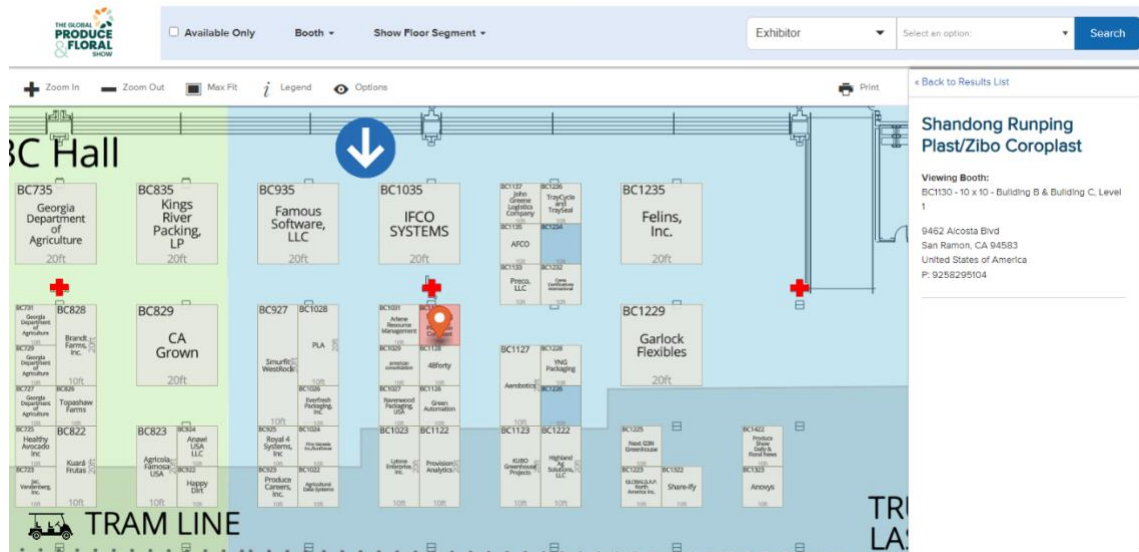
<https://www.youtube.com/channel/UCTmTX5nf8tEuHpitm5ihyxg>

46. The Twitter/X and YouTube links contained on Defendant 1's Websites direct viewers to Twitter/X and YouTube social media accounts, which contain many of the same infringing characteristics as identified in Paragraph 44, above.

47. Because of their obvious and intentional similarity to Plaintiff's COROPLAST Trademarks, consumers are likely to believe that Defendant 1's Websites and linked social media accounts are authorized, approved, sponsored, endorsed, and/or otherwise affiliated with Coroplast.

48. Defendant 1 further represents itself as "Zibo Coroplast" to customers, further incorporating Plaintiff's COROPLAST Trademarks.

49. As recently as autumn of 2024, Defendant 1 conducted business under Zibo Coroplast identity at the Global Produce Floral Show in Atlanta, Georgia:



50. As depicted below, Defendant 1 describes itself as a leading manufacturer, supplier, and factory of Coroplast Board in China:

>> Home / Coroplast Board

Coroplast Board Manufacturer - High-Quality Wholesale Supplier & Exporter from China

Shandong Runping Plastic Industry Co., Ltd. is a leading manufacturer, supplier, and factory of Coroplast Board in China. Our Coroplast Board is made of high-quality polypropylene material, which makes it lightweight, durable, and waterproof. This Board is perfect for use in various fields, including advertising, packaging, floor protection, and many more.

Our Coroplast Board can be easily cut and folded to any shape or size. It is also easy to print on using UV printing, screen printing, or digital printing methods. Its smooth and even surface allows for excellent printing quality, making it ideal for various applications.

At Shandong Runping Plastic Industry Co., Ltd., we take pride in delivering quality Coroplast Board that meets our customer's expectations. Our products are available in different sizes, colors, and thicknesses to cater to their unique needs. We also provide custom solutions and excellent customer service to ensure 100% customer satisfaction.

If you're looking for high-quality and durable Coroplast Board, Shandong Runping Plastic Industry Co., Ltd. has got you covered. Contact us today to learn more about our products!

51. As depicted below, Defendant 1 uses the COROPLAST Trademarks in its product descriptions:

4×8 coroplast pp corrugated sheet custom yard signs



Short Description:





usan

HOLLOW BOARD

INDUSTRY LEADER

Shandong Runping

With a professional attitude, Shandong Runping Plastic has become a leading enterprise in the domestic industry.
Annual output of **30,000 tons**, can produce **1.5-15mm** thickness, width of **2500mm** hollow plate, can meet your different customized needs

Obtained the certification of many authoritative organizations



ISO
9001:2008



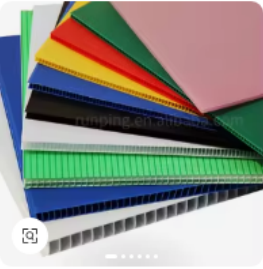
SGS



YAB



STD 斯坦德检测
Standard Testing



2mm 3mm 4mm 5mm 6mm 8mm 10mm 4×8 Waterproof pp **Coroplast** Corex Corrugated Plastic Coreflute Sheet

\$0.73

Min. order: 1,000 pieces

Est. delivery by May 19

5 views


[Shandong Runping Plastic Industry Co., Ltd.](#)

Verified 7 yrs CN Supplier **5.0/5.0** (1 review)

Add to cart

Chat now

☐ Add to compare



VIDEO

ABOUT US

CONTACT US

plastic seafood box plastic fish box coroplast box poly carton pp folding box Corrugated Plastic Pick Bins poly box



Short Description:

plastic seafood box
plastic fish box
coroplast box
poly carton
pp folding box
Corrugated Plastic Pick Bins
poly box

Properties

- 1.Unaffected by water.
- 2.Stronger and more durable than corrugated fiberboard.
- 3.Extremely lightweight.
- 4.Won't rust, rot, mildew or corrode like metal or wood.
- 5.Can be printed on easily and clearly.

Options

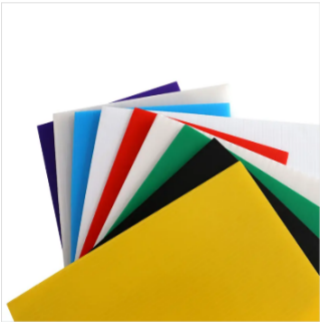


VIDEO

ABOUT US

CONTACT US

pp coroplast sheet



Short Description:

The corrugated plastic sheets and rolls widely use in floor protection,construction,wall protection tree protections and so on.sheets and rolls all available.recycled use is OK and you can use for other protections.


Send email to us

Download as PDF

Product Detail


FAQ


Product Tags



[VIDEO](#)
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[CONTACT US](#)

coroplast sheet




<

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Short Description:


The corrugated plastic sheets and rolls widely use in floor protection, construction, wall protection tree protections and so on. sheets and rolls all available recycled use is OK and you can use for other protections.




☒ Send email to us



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Hot Sale PP Material Coroplast Advertising Boards Outdoor Corrugated Plastic Yard Signs



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Short Description:

Product Name	Advertising 5mm Printed Board Corrugated Plastic Signs						
Size	Custom Size						
Thickness	2MM	3MM	4MM	5MM	6MM	8MM	10MM
Gsm	280-	450-	550-	800-	900-	1200-	2500-
(Per-square-meter)	400	700	1000	1500	2000	2500	3000
Color	Transparent ,White,Red,Yellow,Blue,Green, Black,Gray						

Corrugated plast is the material of choice for today's screen printing industry. PP Corrugated sheet also called correx, corflute, coroplast, fluteboard. Corrugated sheet is ideal for indoor and outdoor applications. It's tougher than corrugated fiberboard, lighter than extruded plastic sheet, and is waterproof and stain-resistant.

Properties

1. Unaffected by water.
2. Stronger and more durable than corrugated fiberboard.

52. On information and belief, at all relevant times, Defendant 1 had knowledge that Coroplast is a registered trademark owned by Plaintiff. For example, the Chinacoroplast Infringing Domain website contains the following language: "Coroplast is a brand name of corrugated plastic and a registered trademark of Coroplast, LLC, a member of the Inteplast Group of companies." See <https://www.chinacoroplast.com/news/coroplast-applications/>, last accessed June 26, 2025.

53. Prior to filing this Complaint, Coroplast, hand-delivered a cease and desist letter to

Defendant 1's representatives at the Global Produce Floral Show in Atlanta, Georgia. Coroplast likewise sent Defendant 1 the cease and desist letter by and through its legal counsel to the email address listed on Defendant 1's website. To date, Coroplast has not received any response or acknowledgement to the cease and desist letter.

54. Because of the obvious and intentional copying and unauthorized use of the COROPLAST Trademarks, consumers are likely to believe that Defendant 1's Infringing Products are authorized, approved, sponsored, endorsed, and/or otherwise affiliated with Coroplast.

55. Defendant 1's use of the COROPLAST Trademarks on Defendant 1's Websites and in connection with the advertisement, offer for sale, and sale of Infringing Products is intended to cause, and, on information and belief, is actively causing, confusion with consumers, thereby allowing Defendant 1 to trade on Coroplast's goodwill and reputation, and is further intentionally causing, and will continue to cause, consumer confusion as to the source, authorization, sponsorship, connection, endorsement, or affiliation of Defendant 1's Infringing Products and Plaintiff's Coroplast Products.

56. On information and belief, Defendant 1 has never used the Chinacoroplast Infringing Domain in connection with any bona fide offering of goods or services prior to incorporating the name "chinacoroplast" in the domain name registration.

57. On information and belief, Defendant 1 has made no bona fide noncommercial or fair use of the Chinacoroplast Infringing Domain in connection with its websites.

58. On information and belief, Defendant 1 further intends to use the Infringing Domain to divert customers from Plaintiff's products by wrongfully profiting from Coroplast's goodwill in the COROPLAST Trademarks. For instance, Defendant 1 is using Plaintiff's COROPLAST Trademarks in connection with the advertisement, offer for sale, and sale of products that have not been made using Plaintiff's proprietary methods and the quality of which is unknown, thereby harming Plaintiff's goodwill and reputation.

59. Despite actual notice of the COROPLAST Trademarks and Plaintiff's demand to stop using the same, Defendant 1 continues to use the COROPLAST Trademarks in connection with the sale of its Infringing Products, willfully ignoring Coroplast's trademark rights. The continued use by Defendant 1 is, therefore, willful and deliberate and reflects Defendant 1's intent to confuse consumers

and profit from the goodwill associated with Coroplast and the COROPLAST Trademarks.

60. Defendant 1's use of the COROPLAST Trademarks in connection with the sale of its Infringing Products in interstate commerce is actively causing, and unless restrained, will continue to cause, monetary damage and immediate irreparable harm to Coroplast, its reputation, and the goodwill associated with the COROPLAST Trademarks, for which Coroplast has no adequate remedy at law.

DEFENDANT 2

61. The Infringing Products are currently offered or have been offered for sale on Defendant 2's websites, including sinocoroplast.com ("Defendant 2 Infringing Domain"), and on Defendant 2's online storefront at Alibaba.com (collectively, "Defendant 2's Websites").

62. On information and belief, Defendant 2 reserved its Infringing Domain and began promoting and offering Infringing Products in competition with the Coroplast Products, with actual or constructive knowledge of Coroplast's registered trademark rights in the COROPLAST Trademarks.

63. On information and belief, Defendant 2's Websites are accessible throughout the United States and the world via the Internet, including the State of Illinois.

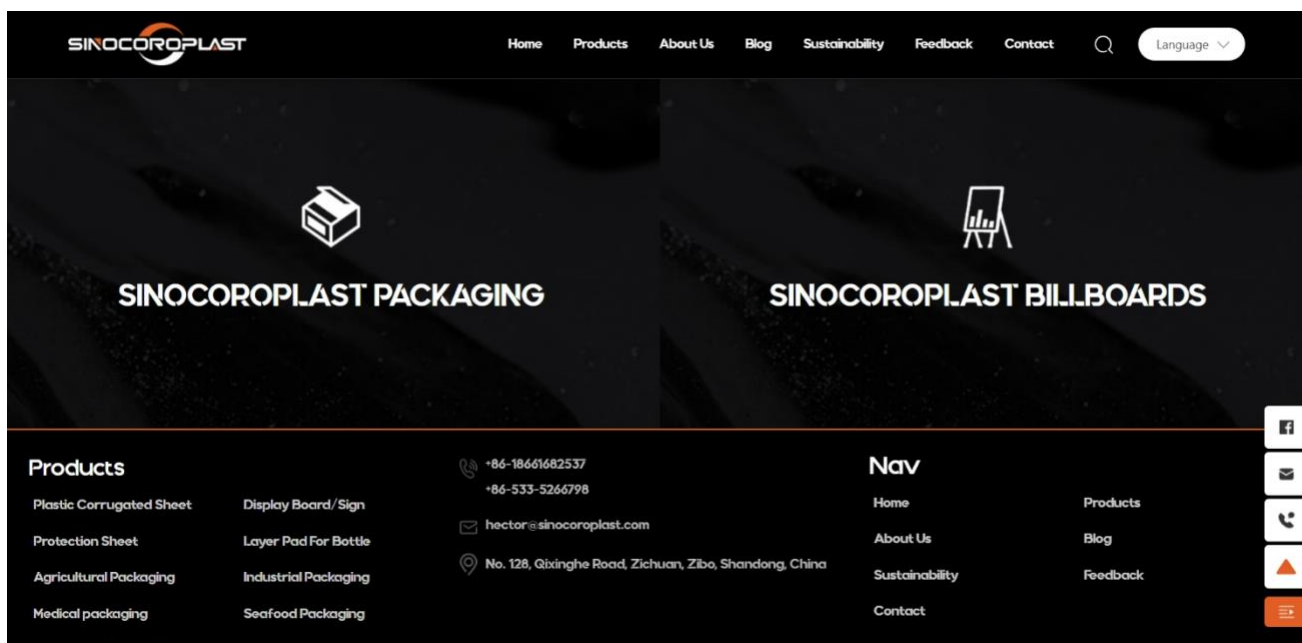
64. On its face, Defendant 2's Infringing Domain is confusingly similar—and is clearly intended to be confusingly similar—to Plaintiff's website domain (coroplast.com) and the COROPLAST Trademarks. This includes, but is not limited to, the following:

- a. The use of the website domain name: "sinocoroplast.com;"
- b. The use of the name and mark "Coroplast" throughout the Infringing Domain's website;

65. Because of their obvious and intentional similarity to Plaintiff's COROPLAST Trademarks, consumers are likely to believe that Defendant 2's websites and linked accounts are authorized, approved, sponsored, endorsed, and/or otherwise affiliated with Coroplast.

66. Defendant 2 further represents itself as "Sinocoroplast" to customers, further incorporating Plaintiff's COROPLAST Trademarks

67. As depicted below, Defendant 2 uses the COROPLAST Trademarks in its product descriptions:



Wholesale corrugated plastic letter blank **coroplast** 24x18 yard sale signs advertising with stakes

\$0.25-0.60

Min. order: 50 pieces

Easy Return

[Shandong Sinocoroplast Packing Co., Ltd.](#)

Verified 13 yrs CN Supplier 5.0/5.0 (18 reviews)

[Chat now](#)

☐ Add to compare

68. Because of the obvious and intentional copying and unauthorized use of the COROPLAST Trademarks, consumers are likely to believe that Defendant 2's Infringing Products are authorized, approved, sponsored, endorsed, and/or otherwise affiliated with Coroplast.

69. Defendant 2's use of the COROPLAST Trademarks on Defendant 2's Infringing Domain, Defendant 2's Websites, and its Infringing Products is likely to cause, and on information and belief is intended to cause and is actively causing, confusion with consumers, thereby allowing Defendant 2 to trade on Coroplast's goodwill and reputation, and also is and will further continue to cause consumer confusion as to the source, authorization, sponsorship, connection, endorsement, or affiliation of Defendant 2's Infringing Products and Plaintiff's Coroplast Products.

70. On information and belief, Defendant 2 has never used Defendant 2's Infringing Domain in connection with any bona fide offering of goods or services prior to incorporating the name "sinocoroplast" in the domain name registration.

71. On information and belief, Defendant 2 has made no bona fide noncommercial or fair use of Defendant 2's Infringing Domain in connection with its websites.

72. On information and belief, Defendant 2 further intends to use its Infringing Domain to divert customers from Plaintiff's products by wrongfully profiting from Coroplast's goodwill in the COROPLAST Trademarks. For instance, the use of Plaintiff's COROPLAST Trademarks on products that have not been made using Plaintiff's proprietary methods and the quality of which is unknown has caused confusion and harm to Plaintiff's goodwill and reputation.

73. Defendant 2's use of the COROPLAST Trademarks in connection with the sale of its Infringing Products in interstate commerce is actively causing, and unless restrained, will continue to cause, monetary damage and immediate irreparable harm to Coroplast, its reputation, and the goodwill associated with the COROPLAST Trademarks, for which Coroplast has no adequate remedy at law.

DEFENDANTS 3-12

74. The Infringing Products are currently offered or have been offered for sale on Defendant 3-12's websites, including on Defendant 3-12s' online storefronts at Alibaba.com or Amazon.com and the domain names identified in Schedule A (hereinafter collectively referred to as "Defendant [#]'s Websites).

75. On information and belief, Defendant 3-12s' Websites are accessible throughout the United States and the world via the Internet, including the State of Illinois.

76. Because of their use of Plaintiff's COROPLAST Trademarks in connection with the advertising, offering for sale, and sale of the Infringing Products, consumers are likely to believe that Defendant 3-12s' Infringing Products are authorized, approved, sponsored, endorsed, and/or otherwise affiliated with Coroplast.

77. As depicted below, Defendants 3-12 use the COROPLAST Trademarks in their product descriptions on their respective websites identified in Schedule A:



CORRUONE White 4 X 8 **Coroplast** 4mm 48 in X 96 in **Coroplast** pp Hollow **Coroplast** Sheet

\$1.60

Min. order: 1 piece
Est. delivery by Apr 16
6,661 sold

[Shandong Corruone New Material Co., Ltd.](#)

Verified  5 yrs  CN Supplier 5.0/5.0 (3 reviews) v

[Add to cart](#)

[Chat now](#)

☐ Add to compare

https://corruone.en.alibaba.com/?spm=a2700.shop_co.88.15.2326660dbz4fvv (Defendant 3)



Waterproof PP Corrugated Plastic Sheet 2mm,3mm,4mm,5mm,6mm,8mm,9mm,10mm,11mm,12mm **Coroplast** Sheet

\$0.60-1.10

Min. order: 500 pieces

[Shandong Obor New Materials Co., Ltd.](#)

Verified  8 yrs  CN Supplier 4.9/5.0 (18 reviews) v

[Chat now](#)

☐ Add to compare

<https://sdobor.en.alibaba.com/index.html?spm=a2700.details.0.0.7442857d6Aw25C&from=detail&productId=1601349641627> (Defendant 4)



Odm Oem Wholesale Popular 5 X 10 4mm 8mm 12mm White Pp Hollow Corrugated **Coroplast** Sheet Board

\$0.40-3.50

Min. order: 100 square meters

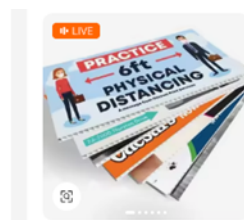
[Qingdao Runhaoda Technology Co., Ltd.](#)

Verified  4 yrs  CN Supplier

[Chat now](#)

☐ Add to compare

https://runhaoda.en.alibaba.com/contactinfo.html?spm=a2700.shop_index.88.25.57f639c0iZtkGb (Defendant 5)





correx **Coroplast** corrflute Customized Printed Blank Corrugated Plastic Yard Signs with H-stakes 18X24 PP Lawn Pollicital Signs

\$2.60

Min. order: 100 pieces
Est. delivery by Jul 3
Easy Return
790 sold

[Weifang Life New Material Co., Ltd.](#)

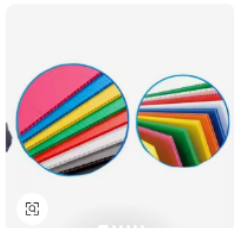
Verified  4 yrs  CN Supplier 4.3/5.0 (45 reviews) v

[Add to cart](#)

[Chat now](#)

☐ Add to compare

https://wfile.en.alibaba.com/contactinfo.html?spm=a2700.shop_cp.88.28.30563b43P4n5qt (Defendant 6)




4×8 Feet , 2-20mm Various Color pp Corrugated Plastic Sheet Hollow Twin-wall or Multi-wall Widely Usage **Coroplast**
\$1.10-1.30
Min. order: 200 kilograms
Easy Return
[Zibo Hongwei Plastic Co., Ltd.](#)
8 yrs CN Supplier

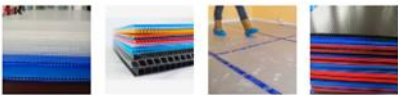
[Chat now](#)
☐ Add to compare

https://zbhw.en.alibaba.com/contactinfo.html?spm=a2700.shop_cp.88.22.600921dfUX412X

(Defendant 7)




Wholesale 4mm White Proplex Corrugated Cartonplast Plastic Cardboard Sheets **Coroplast** Akylux
PP Corrugated 48×96 Corflute Sheets
\$0.25-3.15
Min. order: 5,000 pieces
[Qingdao Mannkie International Trade Co., Ltd.](#)
Verified 8 yrs CN Supplier **5.0/5.0** (2 reviews)



[Contact supplier](#)
[Chat now](#)
☐ Add to compare


<http://www.mannkie.com/> (Defendant 8)



Corrugated **Coroplast** PP Plastic Fluted Polypropylene Hollow Board Sheet
\$2.50
Min. order: 500 kilograms
200 sold
[Qingdao Jumbo International Trade Co., Ltd.](#)
Verified 6 yrs CN Supplier **4.1/5.0** (12 reviews)

[Chat now](#)
☐ Add to compare

<http://www.jumbo-plastic.com/> (Defendant 9)



18×24 PP corflute Yard Sign **Coroplast** Signage pp Corrugated Plastic Signs
\$1.30-1.50
Min. order: 3,000 pieces
1 sold
[Jinan Alands Plastic Co., Ltd.](#)
Verified 13 yrs CN Supplier **4.9/5.0** (21 reviews)

[Chat now](#)
☐ Add to compare

https://alands.en.alibaba.com/company_profile.html?spm=a2700.galleryofferlist.p_offer.d_companyName.538513a0Ti2l5Y (Defendant 10)



50 Pack Corrugated Coroplast Sheets, Flat Board Inserts for Crafts, Packing, DIY Art Projects, Classroom Supplies (4 mm Thick) - 5 x 7

Visit the DorDor & GorGor Store
5.0 ★★★★★ 2 ratings

\$17.99 (\$3.60 / 10 items)

Size: **5"x7"** **8"x10"** **11"x14"**

5"x7" \$17.99 (\$3.60 / 10 items)	8"x10" \$21.99 (\$4.40 / 10 items)	11"x14" \$22.99 (\$4.62 / 10 items)
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Brand DorDor & GorGor
Color Coroplast
Shape Flat
Item Thickness 4 Millimeters
Item Form Sheet

About this item

- Durable Material:** Made from high-quality corrugated plastic, these 4 mm thick Coroplast sheets offer durability and flexibility, perfect for long-lasting use in various projects.
- Versatile Use:** Ideal for crafts, DIY art projects, classroom activities, packing, signage, and more, these flat board inserts are adaptable to many different creative and practical needs.
- Bulk Pack:** The 50-pack ensures you have plenty of sheets for large projects, bulk crafting sessions, or classroom supplies, offering great value for the quantity provided.
- Easy to Cut and Customize:** These sheets are easy to cut, shape, and manipulate to fit your specific project requirements, making them perfect for personalized designs and creations.
- Lightweight and Waterproof:** Lightweight yet sturdy, these sheets are also waterproof, making them suitable for both indoor and outdoor applications.

See more product details

\$17.99 (\$3.60 / 10 items)
FREE delivery **May 2 - 5** [Details](#)
Or fastest delivery **April 29 - May 2** [Details](#)
📦 Deliver to Chicago 60601

In stock
Usually ships within 2 to 3 days.

Quantity: 1

[Add to Cart](#) [Buy Now](#)

Ships from: **MADEIRA**
Sold by: **MADEIRA**
Returns: **30-day refund/replacement**
Payment: **Secure transaction**

[Add to List](#)

https://www.amazon.com/Corrugated-Coroplast-Projects-Classroom-Supplies/dp/B0DJWR9BCG/ref=sr_1_38?crd=2RFHFYZ5IH7QX&dib=eyJ2J2ljojMSJ9.sQZ-kIZg8hv8mkkwTO93nDcm-ofb1GJDcJhhrczzHzaPU4xWS4ModKRLp-Jb0wGk1wusf7idK4ASajIBg-n7FOEYIHyATgYG5ffkbXbrdr3_mIt0szyudGj77J3XweH25d5bHBgsqZ6qA_qTGEVcbXh5R3qeDAOdVWmCXoR3j362Gwh1QyMYRUcSAUbLorOSjvOhqpkNgY84pd5cAkBkTzyleYeOijf4fZ5rQIVRB0y6x1SoLxTQw2S0CjzuYgdzUU-mFGuUk6eMdvV5l-Upgv3WpiO9Kf0AKGTaVWF1Q7hp1akrA-DLAcuhZaXq_SVucJsUn-62dlpa-D4oHyw89VHWeXUkREaVdwsuERFoeNjJfNRD8YdLinFoGOPZQkqvtNyTJe_od-bRI9EP225GywmzNiKwE8ma8QULSxb4e_16uOKl0s2rB-BBBmfVa.7R-usGKGAB1ojQDyxvP9YNi-Rrzwbsl4Dnh01JnwBNg&dib_tag=se&keywords=coroplast&qid=1739220148&sprefix=coroplast%2Caps%2C276&sr=8-38&th=1 (Defendant 11)



<https://www.rpflute.com/coroplast-sheet/> (Defendant 12)

78. Because of the obvious and intentional copying and unauthorized use of the COROPLAST Trademarks in connection with the advertisement, offer for sale, and sale of the Infringing Products, consumers are likely to believe that Defendant 3-12s' Infringing Products are authorized, approved, sponsored, endorsed, and/or otherwise affiliated with Coroplast.

79. Defendant 3-12s' use of the COROPLAST Trademarks on their Websites and in connection with the advertisement, offer for sale, and sale of the Infringing Products is intended to cause, and, on information and belief, is actively causing, confusion with consumers, thereby allowing Defendants 3-12 to trade on Coroplast's goodwill and reputation, and further is likely to cause, and on information and belief, is further intentionally causing and will continue to cause, consumer confusion as to the source, authorization, sponsorship, connection, endorsement, or affiliation of Defendant 3-12s' Infringing Products and Plaintiff's Coroplast Products.

80. On information and belief, Defendants 3-12 further intend to use their Websites to divert customers from Plaintiff's products by wrongfully profiting from Coroplast's goodwill in the COROPLAST Trademarks. For instance, each of Defendants 3-12's use of Plaintiff's COROPLAST Trademarks on products that have not been made using Plaintiff's proprietary methods and the quality of which is unknown has caused confusion and harm to Plaintiff's goodwill and reputation.

81. Each of Defendant 3-12s' use of the COROPLAST Trademarks in connection with the sale of their Infringing Products in interstate commerce is actively causing, and unless restrained, will continue to cause, monetary damage and immediate irreparable harm to Coroplast, its reputation, and

the goodwill associated with the COROPLAST Trademarks, for which Coroplast has no adequate remedy at law.

COUNT I
Trademark Infringement and Counterfeiting Under 15 U.S.C. § 1114
(Against All Defendants)

82. Coroplast re-alleges and incorporates by reference each allegation contained in Paragraphs 1 through 81, above, as if fully set forth herein.

83. This cause of action is for trademark infringement and counterfeiting against Defendants based on Defendants' offer for sale, sale, distribution, advertising, and promotion of the Infringing Products in interstate commerce in connection with Coroplast's distinctive COROPLAST Trademarks. Consumers have come to expect the highest quality from Coroplast Products offered, sold, or marketed under the COROPLAST Trademarks.

84. Defendants have advertised, offered to sell, marketed, distributed, and sold—and are currently selling, offering for sale, marketing, distributing, and advertising—the Infringing Products using Coroplast's distinctive COROPLAST Trademarks without Coroplast's permission.

85. Defendants have further used reproductions, counterfeits, copies, and/or colorable imitations of Plaintiff's distinctive COROPLAST Trademarks in the titles and descriptions of their product listings in connection with the advertisement, offer for sale, and sale of the Infringing Products, without Coroplast's permission.

86. Coroplast is the exclusive owner of the COROPLAST Trademarks.

87. Coroplast's United States Registrations for the COROPLAST Trademarks are in full force and effect.

88. On information and belief, Defendants have knowledge of Coroplast's rights in the COROPLAST Trademarks, and are willfully infringing and intentionally using, without authorization, the COROPLAST Trademarks.

89. Defendants' willful, intentional, and unauthorized use of the COROPLAST Trademarks is likely to cause, and is causing, confusion, mistake, and deception as to the origin and quality of the Infringing Products among the general public.

90. Defendants' activities constitute willful trademark infringement and counterfeiting

under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

91. Defendants' conduct has irreparably harmed Coroplast, and if not enjoined, will continue to irreparably harm Coroplast and confuse the public.

92. Coroplast's remedy at law is not adequate to compensate it for the injuries inflicted by Defendants. Accordingly, Defendants should be permanently enjoined pursuant to 15 U.S.C. § 1116.

93. By reason of Defendants' acts, Coroplast has suffered irreparable harm to its reputation and the goodwill of its well-known COROPLAST Trademarks, as well as damage and injury to its business, reputation, and goodwill, and has sustained loss of revenues and profits. Coroplast has no adequate remedy at law, and if Defendants' actions are not enjoined, Coroplast will continue to suffer irreparable harm to its reputation and the goodwill of its well-known COROPLAST Trademarks.

94. The injuries and damages sustained by Coroplast have been directly and proximately caused by Defendants' wrongful reproduction and use of the COROPLAST Trademarks in connection with Defendants' advertisement, offer to sell, and sale of the Infringing Products.

95. Due to Defendants' willful use of Coroplast's registered COROPLAST Trademarks to advertise and sell the Infringing Products, Defendants should account for and pay to Coroplast all profits realized by Defendants, and the amount of damages for infringement of the COROPLAST Trademarks should be increased by a sum not exceeding three times the amount thereof. In the alternative, Coroplast should be awarded statutory damages pursuant to 15 U.S.C. § 1117(c)(1) and/or (2).

96. Due to the exceptional nature of the case, Coroplast should be awarded its actual damages, the costs of this action, and the attorneys' fees incurred by Coroplast in connection with this action.

COUNT II

False Designation of Origin Under 15 U.S.C § 1125(a) (Against All Defendants)

97. Coroplast re-alleges and incorporates by reference each allegation contained in Paragraphs 1 through 96, above, as if fully set forth herein.

98. Defendants' use of the COROPLAST Trademarks in connection with the advertisement, offer for sale, and sale of the Infringing Products has created a likelihood of confusion, mistake, and

deception among the general public as to the affiliation, connection, or association with Coroplast or the origin, sponsorship, or approval of Defendants' Infringing Products.

99. By using Coroplast's COROPLAST Trademarks in connection with the advertisement, offer to sell, and sale of the Infringing Products, Defendants have created a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Infringing Products.

100. Defendants' false designation of origin and misrepresentation of facts as to the origin and/or sponsorship of the Infringing Products to the general public is a willful violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

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

102. By reason of Defendants' acts, Coroplast has suffered and will continue to suffer damage and injury to its business, reputation, and goodwill and will sustain loss of revenues and profits.

COUNT III

Violation of the Anti-Cybersquatting Consumer Protection Act and Claim for Injunctive Relief as to the Defendants Operating a Defendant Domain Name Incorporating the COROPLAST Trademarks Under 15 U.S.C. § 1125(d) (Against Defendants 1 and 2 Only)

103. Coroplast re-alleges and incorporates by reference each allegation contained in Paragraphs 1 through 102, above, as if fully set forth herein.

104. The COROPLAST Trademarks were federally registered at the United States Patent and Trademark Office at the time Defendants began use of the Infringing Domains.

105. Coroplast is the exclusive owner of the COROPLAST Trademarks.

106. Because of its widespread reputation and recognition by the general public as a designation of the source of Plaintiff's goods, the COROPLAST Trademarks are distinctive marks and were distinctive before and at the time of the registration of Defendant 1's and Defendant 2's Infringing Domains (collectively "the Infringing Domains").

107. The Infringing Domains belonging to Defendant 1 and Defendant 2 are confusingly similar to Plaintiff's domain name and Plaintiff's COROPLAST Trademarks.

108. Upon information and belief, Defendant 1 and Defendant 2 operate the Infringing

Domains incorporating the COROPLAST Trademarks having acted with bad faith intent to profit from the unauthorized use of the COROPLAST Trademarks and the goodwill associated therewith by registering, trafficking in, or using various domain names which are identical to, confusingly similar to, or dilutive of the COROPLAST Trademarks. Defendant 1 and Defendant 2 continue to use the Infringing Domains with a bad faith intent to profit from Plaintiff's COROPLAST Trademarks by diverting customers from Plaintiff with knowledge of Plaintiff's federal registrations, and thereby causing Plaintiff irreparable harm.

109. Defendant 1's and Defendant 2's acts violate the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d).

110. Coroplast's remedy at law is not adequate to compensate it for the injuries Defendant 1 and Defendant 2 have and will continue to inflict on Coroplast. The registration and use of the Infringing Domains incorporating the COROPLAST Trademarks has caused, is causing, and is likely to continue to cause substantial and irreparable injury to the public and to Coroplast. Accordingly, Coroplast is entitled to permanent injunctive relief pursuant to 15 U.S.C. § 1116.

111. Coroplast is also entitled to recover the profits derived from Defendants' wrongful conduct.

112. Coroplast is further entitled to recover its actual damages, the costs of this action, and the attorneys' fees incurred by Coroplast in connection with this action.

113. Coroplast is also entitled to an award of statutory damages under 15 U.S.C. § 1117(d).

COUNT IV

Violation of Illinois Deceptive Trade Practices Act (815 ILCS § 510, et seq.) (Against All Defendants)

114. Coroplast re-alleges and incorporates by reference each allegation contained in Paragraphs 1 through 113, above, as if fully set forth herein.

115. Defendants have engaged in acts violating Illinois law including, but not limited to, passing off their corrugated plastics products and Infringing Products as those of Coroplast; 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 Plaintiff's Coroplast Products; representing that their corrugated plastics products are associated with Plaintiff's

Coroplast Trademarks when they are not; and engaging in other conduct which creates a likelihood of confusion or misunderstanding among the public.

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

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

WHEREFORE, Plaintiff Coroplast, LLC respectfully requests that this Court enter judgment in favor of Coroplast, LLC, and against Defendants, and:

A. Enter a Judgement declaring that Defendants have infringed the rights of Plaintiff in the federally registered COROPLAST Trademarks in violation of 15 U.S.C. §§ 1114(a) and (b) and 15 U.S.C. §§ 1125(a), and (d);

B. Permanently enjoin and restrain Defendants, its officers, agents, employees, representatives, and all others acting in concert or participation with any of them from:

- a. using the COROPLAST® registered trademarks, or any other colorable imitation of the same, or any mark that is confusingly similar to the same, or doing any other act or thing, including but not limited to publication on the internet, or the use of search engine optimization or metatags, likely to induce the belief that Defendants' business or products are in any way connected with Coroplast's business or products, or are sponsored or approved by Coroplast;
- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Coroplast Product or any other product produced by Coroplast that is no Coroplast's or not produced under the authorization, control, or supervision of Coroplast and approved by Coroplast for sale under the Coroplast Trademarks;
- c. using, linking to, transferring, selling, exercising control over, or otherwise owning the Infringing Domains, or any other domain name or online marketplace account that is being used to sell or is the means by which

Defendants could continue to sell the Infringing Products; and

- d. owning and/or hosting websites at any domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's COROPLAST Trademarks or any reproduction, counterfeit copy, or colorable imitation thereof that is not a genuine Coroplast Product or not authorized by Coroplast to be sold in connection with the Coroplast Trademarks;

C. Direct Defendants, within fourteen (14) days after service of judgment with notice of entry thereof upon them, be required to file with the Court and serve upon Coroplast a written report under oath setting forth in detail the manner and form in which Defendants have complied with paragraph B(a) through (d), above;

D. Enter an Order that, at Coroplast's choosing, the registrant of Defendant 1's and Defendant 2's Infringing Domains shall be changed from the current registrant to Coroplast, and that the domain name registries for the Infringing Domains shall unlock and change the registrar of record for the Infringing Domains to a registrar of Coroplast's selection, and that the domain name registrars take any steps necessary to transfer the Infringing Domains to a registrar of Coroplast's selection; or that the same domain name registries shall disable the Infringing Domains and make them inactive and untransferable;

E. Enter an Order that, upon Coroplast's request, those in privity with Defendants and those with notice of the injunction, including any online marketplaces such as Amazon.com, Alibaba Group Holding Ltd., Alipay.com Co., Ltd., and any other related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Infringing Domain, and domain name registrars shall:

- a. disable and cease providing services for any accounts through which Defendants engages in the sale of Infringing Products using the COROPLAST Trademarks, including any accounts associated with Defendants;
- b. disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of Infringing Products using the

COROPLAST Trademarks; and

- c. take all steps necessary to prevent links to the Defendants' Infringing Domains identified herein from displaying in search results, including but not limited to, removing links to the Infringing Domain from any search index; and

F. Direct Defendants to account for and pay over to Coroplast all profits derived by Defendants from its acts complained of herein, together with prejudgment interest and that the amount of damages for infringement of the COROPLAST Trademarks be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117(a);

G. Declare that Defendants' use of the COROPLAST Trademarks is willful;

H. Award Coroplast all actual damages sustained by Coroplast and costs of this action as provided by 15 U.S.C. § 1117(a);

I. Enter judgment awarding Coroplast three times the profits or damages, whichever amount is greater), that are assessed for any violation of 15 U.S.C. § 1114(1)(a), together with a reasonable attorneys' fee and prejudgment interest pursuant to 15 U.S.C § 1117(b)(1);

J. In lieu of actual damages and profits, award Coroplast statutory damages for willful trademark counterfeiting of \$2,000,000 per counterfeit mark per type of goods sold, offered for sale, or distributed pursuant to 15 U.S.C. § 1117(c)(2), or in the alternative, statutory damages of \$200,000 per counterfeit mark per type of goods sold, offered for sale, or distributed pursuant to 15 U.S.C. § 1117(c)(1);

K. Award Coroplast \$100,000 in statutory damages per domain name incorporating any of the COROPLAST Trademarks, pursuant to 15 U.S.C. § 1117(d);

L. Award Coroplast prejudgment and post-judgment interest;

M. Declare this case exceptional and award Coroplast its reasonable attorneys' fees; and

N. Award Coroplast such other or further relief as the Court deems just and proper.

I declare under the penalty of perjury that the foregoing is true and correct.

Date: July 22, 2025

Karen Dicang

Karen Dicang, Senior Marketing & Sales Director, Coroplast, LLC

Dated: July 24, 2025

Respectfully submitted,

By: /s/ Palak V. Patel

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