

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

BRYAN FLETCHER and GARRETT
FLETCHER,

Plaintiffs,

v.

THE PARTNERSHIPS and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 25-cv-11098

COMPLAINT

Bryan Fletcher and Garrett Fletcher (collectively, “Plaintiffs”) hereby bring the present action against the Partnerships and Unincorporated Associations identified on Schedule A attached hereto (collectively, “Defendants”) and allege 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.

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 e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (the “Seller Aliases”). Specifically, Defendants have targeted sales to

¹ The e-commerce store URLs are listed on Schedule A hereto under the Online Marketplaces.

Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts and, on information and belief, have sold products using infringing and counterfeit versions of Plaintiffs' federally registered trademarks and/or unauthorized copies of Plaintiffs' federally registered copyrighted works to residents of Illinois (collectively, the "Unauthorized Products"). Each Defendant is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Plaintiffs substantial injury in the State of Illinois.

II. INTRODUCTION

3. This action has been filed by Plaintiffs to combat e-commerce store operators who trade upon Plaintiffs' reputation and goodwill by selling and/or offering for sale Unauthorized Products. Defendants create e-commerce stores operating under one or more Seller Aliases that are advertising, offering for sale, and selling Unauthorized Products to unknowing consumers. Defendants' activities, occurring at the same time and in the same retail space and manner as one another, blend together to create a single negative impression on consumers such that they constitute the same occurrence or series of occurrences. Defendants attempt to avoid and mitigate liability by operating under one or more Seller Aliases to conceal both their identities and the full scope and interworking of their counterfeiting operation. Plaintiffs are forced to file this action to combat Defendants' counterfeiting of their registered trademarks and infringement of their registered copyrighted works, as well as to protect unknowing consumers from purchasing Unauthorized Products over the internet. Plaintiffs have been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of their valuable trademarks and

infringement of their copyrighted works as a result of Defendants' actions and seeks injunctive and monetary relief.

III. THE PARTIES

Plaintiffs

4. Plaintiff Bryan Fletcher is an individual who resides in the State of Alabama. Plaintiff Garrett Fletcher is an individual who resides in the State of Idaho.

5. Long before Defendants' acts described herein, Plaintiffs created the Rainbow Friends online video game in 2021. When it launched, Rainbow Friends immediately became an enormously successful online video game experience and a global phenomenon. Rainbow Friends is carried exclusively on www.roblox.com ("Roblox"),² a premier online gaming platform.

6. Out of more than 29 million games that are live on the Roblox platform since its launch, Rainbow Friends has consistently performed as a top-twenty game.³ Rainbow Friends is played each day by gamers from 180 countries around the world, including the United States.

7. The Rainbow Friends video game has gained wide exposure on platforms such as YouTube and Twitch. For example, playthrough videos of Chapter 1 of Rainbow Friends have received millions of views on YouTube. As such, the Rainbow Friends trademarks and characters are invaluable assets of Plaintiffs' business.

8. Rainbow Friends is a survival horror game that involves an unnamed protagonist who is kidnapped during a school trip to an amusement park. The player must solve puzzles and

² Over the past two decades, Roblox, now a \$22 billion company, has developed one of the top online platforms for games and other experiences. The success of Roblox's platform is based on its innovative, groundbreaking technology and content that Roblox provides to its users and developers for use on the platform. As of the three (3) months ending on September 30, 2022, there were, daily, 58.8 million active users and 13.4 billion engagement hours. Roblox users include half of children under 16 in the United States who come to Roblox to play, learn, explore, and expand their relationships in 3D digital simulations like Rainbow Friends.

³ Its top-twenty ranking is based on player popularity and earning results.

complete tasks in order to progress further, all while avoiding the game’s main antagonist, Blue, a large humanoid figure. Blue and other characters associated with the game have gained significant popularity and are invaluable assets of Plaintiffs. Some of the Rainbow Friends characters are displayed in the following chart:

Blue	Green	The Scientist
		
Orange	Pink	Purple
		

9. In addition to the popular video game, a variety of authorized products are available including apparel, household items such as bathroom products and bedding, stationery, stickers, phone cases, tote bags, and backpacks (collectively, the “Rainbow Friends Products”).

10. Rainbow Friends Products are distributed and sold to consumers through authorized retailers in the United States, including retailers in Illinois. Genuine Rainbow Friends Products are sold only through authorized retail channels and are recognized by the public as being exclusively associated with Plaintiffs’ Rainbow Friends game and brand.

11. Plaintiffs have used their Rainbow Friends trademarks (the “RAINBOW FRIENDS Trademarks”) for many years in connection with the Rainbow Friends video game and related line of Rainbow Friends Products and has continuously sold products under the RAINBOW FRIENDS Trademarks. As a result of this long-standing use, strong common law trademark rights have amassed in the RAINBOW FRIENDS Trademarks. Plaintiffs’ use of the mark has also built substantial goodwill in and to the RAINBOW FRIENDS Trademarks. Plaintiffs have registered the below RAINBOW FRIENDS Trademarks with the United States Patent and Trademark Office.

Registration No.	Trademark
7,199,928 7,395,635 7,389,327 7,430,266	RAINBOW FRIENDS

12. The above U.S. registrations for the RAINBOW FRIENDS Trademarks are valid, subsisting, and in full force and effect. The registrations for the RAINBOW FRIENDS Trademarks constitute *prima facie* evidence of validity and of Plaintiffs’ exclusive right to use the RAINBOW FRIENDS Trademarks pursuant to 15 U.S.C. § 1057 (b). True and correct copies of the United States Registration Certificates for the above-listed RAINBOW FRIENDS Trademarks are attached hereto as **Exhibit 1**.

13. The RAINBOW FRIENDS Trademarks are distinctive when applied to the Rainbow Friends Products, signifying to the purchaser that the products come from Plaintiff and are manufactured to Plaintiffs’ quality standards. Whether Plaintiffs manufacture the products themselves or contracts with others to do so, Plaintiffs have ensured that products bearing the RAINBOW FRIENDS Trademarks are manufactured to the highest quality standards.

14. The RAINBOW FRIENDS Trademarks are famous marks, as that term is used in 15 U.S.C. § 1125(c)(1), and have been continuously used and never abandoned. The innovative

marketing and product designs of the Rainbow Friends Products have enabled the Rainbow Friends brand to achieve widespread recognition and fame, making the RAINBOW FRIENDS Trademarks some of the most well-known marks in the video game industry. The widespread fame and significant goodwill associated with the Rainbow Friends brand have made the RAINBOW FRIENDS Trademarks are valuable assets of Plaintiffs.

15. Plaintiffs have expended substantial time, money, and other resources in advertising and promoting the RAINBOW FRIENDS Trademarks. Rainbow Friends Products have also been the subject of extensive unsolicited publicity resulting from their fame and innovative designs. As a result, products bearing the RAINBOW FRIENDS Trademarks are widely recognized and exclusively associated by consumers, the public, and the trade as being high-quality products sourced from Plaintiff. Rainbow Friends Products have become among the most popular of their kind. The RAINBOW FRIENDS 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 RAINBOW FRIENDS Trademarks are of incalculable and inestimable value to Plaintiffs.

16. Plaintiffs have also registered their Rainbow Friends copyrighted works (the “Rainbow Friends Copyrighted Works”) under U.S. Copyright Registration No. PA 2-377-605, issued by the Register of Copyrights on October 31, 2022. A true and correct copy of the U.S. federal copyright registration certificate for the Rainbow Friends Copyrighted Works is attached hereto as **Exhibit 2**.

17. Among the exclusive rights granted to Plaintiffs under the U.S. Copyright Act are the exclusive rights to reproduce, prepare derivative works of, distribute copies of, and display the Rainbow Friends Copyrighted Works to the public.

18. Rainbow Friends Products typically include the registered RAINBOW FRIENDS Trademarks and/or one or more of the Rainbow Friends Copyrighted Works. As such, Rainbow Friends Products are recognized by the public as being exclusively associated with the Rainbow Friends brand.

The Defendants

19. Defendants are individuals and business entities of unknown makeup who own and/or operate one or more of the e-commerce stores under at least the Seller Aliases identified on Schedule A and/or other seller aliases not yet known to Plaintiffs. On information and belief, Defendants reside and/or operate in the People's Republic of China or other foreign jurisdictions with lax trademark enforcement systems, or redistribute products from the same or similar sources in those locations. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b).

20. On information and belief, Defendants, either individually or jointly, operate one or more e-commerce stores under the Seller Aliases listed in Schedule A attached hereto. Tactics used by Defendants to conceal their identities and the full scope of their operation make it virtually impossible for Plaintiffs to learn Defendants' true identities and the exact interworking of their counterfeit network. If Defendants provide additional credible information regarding their identities, Plaintiffs will take appropriate steps to amend the Complaint.

IV. DEFENDANTS' UNLAWFUL CONDUCT

21. The success of the Rainbow Friends video game and brand has resulted in significant counterfeiting of the RAINBOW FRIENDS Trademarks and copying of the Rainbow Friends Copyrighted Works. Consequently, Plaintiffs regularly investigate suspicious e-commerce stores identified in proactive Internet sweeps and reported by consumers. In recent

years, Plaintiffs have identified many fully interactive e-commerce stores offering Unauthorized Products on online marketplace platforms, including the e-commerce stores operating under the Seller Aliases. The Seller Aliases target consumers in this Judicial District and throughout the United States. At last count, global trade in counterfeit and pirated goods was worth an estimated \$467 billion per year — accounting for a staggering 2.3% of all imports, according to the Organization for Economic Cooperation and Development (the “OECD”).⁴ The primary source of all those counterfeits, the OECD and others say, is China.⁵

22. Third party service providers like those used by Defendants do not adequately subject new sellers to verification and confirmation of their identities, allowing counterfeiters to “routinely use false or inaccurate names and addresses when registering with these e-commerce platforms.”⁶ Counterfeiters hedge against the risk of being caught and having their websites taken down from an e-commerce platform by preemptively establishing multiple virtual store-fronts.⁷ Since platforms generally do not require a seller on a third-party marketplace to identify the underlying business entity, counterfeiters can have many different profiles that can appear unrelated even though they are commonly owned and operated.⁸ Further, “E-commerce platforms

⁴ See Press Release, Organization for Economic Cooperation and Development, *Global trade in fake goods reached USD 467 billion, posing risks to consumer safety and compromising intellectual property* (May 7, 2025), <https://www.oecd.org/en/about/news/press-releases/2025/05/global-trade-in-fake-goods-reached-USD-467-billion-posing-risks-to-consumer-safety-and-compromising-intellectual-property.html>.

⁵ *Id.*; See also, *Intellectual Property Rights Seizure Statistics, Fiscal Year 2024*, U.S. Customs and Border Protection.

⁶ See Daniel C.K. Chow, *Alibaba, Amazon, and Counterfeiting in the Age of the Internet*, 40 NW. J. INT’L L. & BUS. 157, 186 (2020); see also report on “Combating Trafficking in Counterfeit and Pirated Goods” prepared by the U.S. Department of Homeland Security’s Office of Strategy, Policy, and Plans (Jan. 24, 2020), and finding that on “at least some e-commerce platforms, little identifying information is necessary for a counterfeiter to begin selling” and recommending that “[s]ignificantly enhanced vetting of third-party sellers” is necessary.

⁷ *Id.* at p. 22.

⁸ *Id.* at p. 39.

create bureaucratic or technical hurdles in helping brand owners to locate or identify sources of counterfeits and counterfeiters.”⁹

23. Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts and, on information and belief, have sold Unauthorized Products to residents of Illinois. Screenshots evidencing Defendants’ infringing activities are attached as **Exhibit 3**.

24. Defendants concurrently employ and benefit from substantially similar advertising and marketing strategies. For example, Defendants facilitate sales by designing the e-commerce stores operating under the Seller Aliases so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers. E-commerce stores operating under the Seller Aliases appear sophisticated and accept payment in U.S. dollars and/or funds from U.S. bank accounts via credit cards, Amazon Pay, and/or PayPal. E-commerce stores operating under the Seller Aliases often include content and images that make it very difficult for consumers to distinguish such stores from an authorized retailer. Plaintiffs have not licensed or authorized Defendants to use the RAINBOW FRIENDS Trademarks or copy or distribute the Rainbow Friends Copyrighted Works, and none of the Defendants are authorized retailers of genuine Rainbow Friends Products.

25. Many Defendants also deceive unknowing consumers by using the RAINBOW FRIENDS Trademarks without authorization within the content, text, and/or meta tags of their e-commerce stores to attract various search engines crawling the internet looking for websites relevant to consumer searches for Rainbow Friends Products. Other e-commerce stores operating

⁹ Chow, *supra* note 6, at p. 186-87.

under Seller Aliases omit using the RAINBOW FRIENDS Trademarks in the item title to evade enforcement efforts while using strategic item titles and descriptions that will trigger their listings when consumers are searching for Rainbow Friends Products.

26. E-commerce store operators like Defendants commonly engage in fraudulent conduct when registering the Seller Aliases by providing false, misleading, and/or incomplete information to e-commerce platforms to prevent discovery of their true identities and the scope of their e-commerce operation.

27. E-commerce store operators like Defendants regularly register or acquire new seller aliases for the purpose of offering for sale and selling Unauthorized Products. Such seller alias registration patterns are one of many common tactics used by e-commerce store operators like Defendants to conceal their identities, the full scope and interworking of their counterfeiting operation, and to avoid being shut down.

28. Defendants are collectively causing harm to Plaintiffs' goodwill and reputation because the effect of their unlawful actions taken together amplifies each harm and creates a single negative consumer impression. Defendants' activities, occurring at the same time and in the same retail space and manner as one another, blend together to create a single negative impression on consumers such that they constitute the same occurrence or series of occurrences. The combination of all Defendants engaging in the same illegal activity in the same time span causes a collective harm to Plaintiffs in a way that individual actions, occurring alone, might not.

29. E-commerce store operators like Defendants are in constant communication with each other and regularly participate in QQ.com chat rooms and through websites such as sellerdefense.cn and kuajingvs.com regarding tactics for operating multiple accounts, evading detection, pending litigation, and potential new lawsuits.

30. Counterfeiters such as Defendants typically operate under multiple seller aliases and payment accounts so that they can continue operation despite Plaintiffs' enforcement. E-commerce store operators like Defendants maintain off-shore bank accounts and regularly move funds from their financial accounts to off-shore accounts outside the jurisdiction of this Court to avoid payment of any monetary judgment awarded to Plaintiffs. Indeed, analysis of financial transaction logs from previous similar cases indicates that off-shore counterfeiters regularly move funds from U.S.-based financial accounts to off-shore accounts outside the jurisdiction of this Court.

31. Defendants are working to knowingly and willfully import, distribute, offer for sale, and sell Unauthorized Products in the same transaction, occurrence, or series of transactions or occurrences. Defendants, without any authorization or license from Plaintiffs, have knowingly and willfully used and continue to use the RAINBOW FRIENDS Trademarks and/or copies of the Rainbow Friends Copyrighted Works in connection with the advertisement, distribution, offering for sale, and sale of Unauthorized Products into the United States and Illinois over the internet.

32. Defendants' unauthorized use of the RAINBOW FRIENDS Trademarks and/or copies of the Rainbow Friends Copyrighted Works in connection with the advertising, distribution, offering for sale, and sale of Unauthorized Products, including the sale of Unauthorized 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 Plaintiffs.

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

33. Plaintiffs hereby re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

34. This is a trademark infringement action against Defendants based on their unauthorized use in commerce of counterfeit imitations of the federally registered RAINBOW FRIENDS Trademarks in connection with the sale, offering for sale, distribution, and/or advertising of infringing goods. The RAINBOW FRIENDS Trademarks are highly distinctive marks. Consumers have come to expect the highest quality from Rainbow Friends Products offered, sold, or marketed under the RAINBOW FRIENDS 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 RAINBOW FRIENDS Trademarks without Plaintiffs' permission.

36. Plaintiffs' United States Registrations for the RAINBOW FRIENDS Trademarks (**Exhibit 1**) are in full force and effect. On information and belief, Defendants have knowledge of Plaintiffs' rights in the RAINBOW FRIENDS Trademarks and are willfully infringing and intentionally using infringing and counterfeit versions of the RAINBOW FRIENDS Trademarks. Defendants' willful, intentional, and unauthorized use of the RAINBOW FRIENDS Trademarks is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of the Unauthorized 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. Plaintiffs have no adequate remedy at law and, if Defendants' actions are not enjoined, Plaintiffs will continue to suffer irreparable harm to their reputation and the goodwill of their RAINBOW FRIENDS Trademarks.

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

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

40. Plaintiffs hereby re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

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

42. By using the RAINBOW FRIENDS Trademarks in connection with the sale of Unauthorized Products, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Unauthorized Products.

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

44. Plaintiffs have no adequate remedy at law and, if Defendants' actions are not enjoined, Plaintiffs will continue to suffer irreparable harm to their reputation and the associated goodwill of their Rainbow Friends brand.

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

45. Plaintiffs hereby re-allege and incorporate by reference the allegations set forth in the preceding paragraphs.

46. The Rainbow Friends Copyrighted Works constitute original works and copyrightable subject matter pursuant to the Copyright Act, 17 U.S.C. §§ 101, *et seq.*

47. Plaintiffs have complied with the registration requirements of 17 U.S.C. § 411(a) for the Rainbow Friends Copyrighted Works. The Rainbow Friends Copyrighted Works are protected by the U.S. Copyright Registration No. PA 2-377-605, which was duly issued to Plaintiffs by the United States Copyright Office. At all relevant times, Plaintiffs have been and still are the owners of all rights, title, and interest in the Rainbow Friends Copyrighted Works, which have never been assigned, licensed, or otherwise transferred to Defendants.

48. The Rainbow Friends Copyrighted Works are published on the internet and available to Defendants online. As such, Defendants had access to the Rainbow Friends Copyrighted Works via the internet.

49. Without authorization from Plaintiffs or any right under the law, Defendants have deliberately copied, displayed, distributed, reproduced, and/or made derivative works incorporating the Rainbow Friends Copyrighted Works on e-commerce stores operating under the Seller Aliases and the corresponding Unauthorized Products. Defendants' derivative works are virtually identical to and/or are substantially similar to the look and feel of the Rainbow Friends Copyrighted Works. Such conduct infringes and continues to infringe the Rainbow Friends Copyrighted Works in violation of 17 U.S.C. § 501(a) and 17 U.S.C. §§ 106(1)–(3), (5).

50. Defendants reap the benefits of the unauthorized copying and distribution of the Rainbow Friends Copyrighted Works in the form of revenue and other profits that are driven by the sale of Unauthorized Products.

51. Defendants have unlawfully appropriated Plaintiffs' protectable expression by taking material of substance and value and creating Unauthorized Products that capture the total concept and feel of the Rainbow Friends Copyrighted Works.

52. On information and belief, Defendants' infringement has been willful, intentional, purposeful, and in disregard of and with indifference to Plaintiffs' rights.

53. Defendants, by their actions, have damaged Plaintiffs in an amount to be determined at trial.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray 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 RAINBOW FRIENDS 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 Rainbow Friends Product or is not authorized by Plaintiffs to be sold in connection with the RAINBOW FRIENDS Trademarks;

- b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Rainbow Friends Copyrighted Works in any manner without the express authorization of Plaintiffs;
 - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Rainbow Friends Product or any other product produced by Plaintiffs, that is not Plaintiffs' or not produced under the authorization, control, or supervision of Plaintiffs and approved by Plaintiffs for sale under the RAINBOW FRIENDS Trademarks and/or the Rainbow Friends Copyrighted Works;
 - d. committing any acts calculated to cause consumers to believe that Defendants' Unauthorized Products are those sold under the authorization, control, or supervision of Plaintiffs, or are sponsored by, approved by, or otherwise connected with Plaintiffs;
 - e. further infringing the RAINBOW FRIENDS Trademarks and/or the Rainbow Friends Copyrighted Works and damaging Plaintiffs' 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 Plaintiffs, nor authorized by Plaintiff to be sold or offered for sale, and which bear Plaintiffs' RAINBOW FRIENDS Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof and/or which bear the Rainbow Friends Copyrighted Works;
- 2) Entry of an Order that, upon Plaintiffs' request, those with notice of the injunction including, without limitation, any online marketplace platforms such as Amazon, PayPal, Temu, and Walmart (collectively, the "Third Party Providers") shall disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit

and infringing goods using the RAINBOW FRIENDS Trademarks and/or which bear the Rainbow Friends Copyrighted Works;

- 3) That Defendants account for and pay to Plaintiffs all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of the RAINBOW FRIENDS Trademarks be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;
- 4) In the alternative, that Plaintiffs 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 RAINBOW FRIENDS Trademarks;
- 5) As a direct and proximate result of Defendants' infringement of the Rainbow Friends Copyrighted Works, Plaintiffs are entitled to damages, as well as Defendants' profits, pursuant to 17 U.S.C. § 504(b);
- 6) Alternatively, and at Plaintiffs' election prior to any final judgment being entered, Plaintiffs are 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);
- 7) Plaintiffs are further entitled to recover their attorneys' fees and full costs for bringing this action pursuant to 17 U.S.C. § 505 and 15 U.S.C. § 1117(a); and
- 8) Award any and all other relief that this Court deems just and proper.

Dated this 15th day of September 2025.

Respectfully submitted,

/s/ Justin R. Gaudio

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