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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 Case No. 5:21-cv-01201

15 **COMPLAINT FOR:**

16 NIKE, INC.,
17 Plaintiff,
18 v.
19 CUSTOMS BY ILENE, INC.
20 Defendant.

- 21 **(1) Counterfeiting in Violation of 15 U.S.C. § 1114**
- 22 **(2) Trademark Infringement in Violation of 15 U.S.C. § 1114**
- 23 **(3) False Designation of Origin / Unfair Competition in Violation of 15 U.S.C. § 1125(a)**
- 24 **(4) Trademark Dilution in Violation of 15 U.S.C. § 1125(c)**
- 25 **(5) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.**
- 26 **(6) Common Law Trademark Infringement and Unfair Competition**

27 **DEMAND FOR JURY TRIAL**

28 Plaintiff Nike, Inc. (“Nike”), for its Complaint against Defendant Customs By Ilene, Inc., doing business as Drip Creationz (“Drip Creationz”), alleges as follows:

PRELIMINARY STATEMENT

1
2 1. Over the past 50 years, Nike has built an iconic and distinctive brand for
3 its products, a significant aspect of which is the development of distinctive trademarks
4 on which consumers rely to identify their authentic products and experiences. But
5 Nike’s trademarks, and thus Nike’s brand, face a growing threat—unlawful
6 infringement and dilution by others that seek to unfairly trade-off of Nike’s successes
7 by leveraging the value of Nike’s brand to traffic in fake products. These unlawful
8 activities include the promotion and sale of products purporting to be genuine Nike
9 products but that are in fact counterfeit, the promotion and sale of infringing
10 “customizations” of Nike’s iconic products that have been materially altered in ways
11 Nike has never approved or authorized, and the promotion and sale of infringing,
12 knockoff footwear. Drip Creationz has wrongfully engaged in *all* of these bad acts.

13 2. Drip Creationz is a California-based company whose business primarily
14 consists of selling “customized” footwear. Drip Creationz advertises and sells many
15 of its designs on what it purports to be “100% authentic” Nike Air Force 1 shoes.
16 Contrary to Drip Creationz’ claim, Nike recently discovered that, in many instances,
17 this is not the case. Upon investigation, Nike has discovered that there are, in fact,
18 counterfeit Air Force 1 shoes being sold instead.

19 3. Drip Creationz’ violation of Nike’s intellectual property rights is not
20 limited to its sale of counterfeit Nike Air Force 1 shoes, however, and extends to the
21 core of Drip Creationz’ business—its “customizations.” Specifically, Drip Creationz
22 makes, promotes, and sells “custom” Nike Air Force 1 shoes that include images,
23 materials, stitching, and/or colorways that are not and have never been approved,
24 authorized, or offered by Nike. A number of Drip Creationz’ “customizations” entail
25 deconstructing Air Force 1 shoes and replacing and/or adding material on the shoe,
26 including fake and unauthorized Nike Swoosh designs as well as third party
27 trademarks and protected images. Examples of Drip Creationz’ “customizations,”
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1 promoted as “AF1” styles and sold for over 140% of the retail price of genuine Air
 2 Force 1 shoes, are shown in the table below.

<p>3 “Flamin’ Hot Cheetos AF1”</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> 	<p>8 “Watermelon AF1”</p> 
<p>9 “Simply Plaid AF1”</p> <p>10</p> <p>11</p> <p>12</p> 	<p>13 “Pink Bandana AF1”</p> 
<p>14 “Chicken Sandwich AF1”</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> 	<p>19 “Blue Butterfly AF1”</p> 

20 4. These unauthorized “customizations” cause and are likely to cause
 21 confusion, mistake, and/or create an erroneous association as to the source, origin,
 22 affiliation, and/or sponsorship of the products. It is Nike’s prerogative to choose who
 23 it collaborates with, which colorways it releases, and what message its designs
 24 convey. These considerations are an integral part of Nike’s branding and quality
 25 control over its designs. By applying unauthorized “customizations” to Nike’s shoes,
 26 insinuating collaborations that do not exist and applying colorways and materials
 27 without regard for Nike’s quality and design standards, Drip Creationz has and will
 28 continue to cause substantial harm to Nike’s brand and hard-earned reputation.

1 5. Drip Creationz’ unauthorized use of Nike’s brand and products dilutes the
2 distinctiveness of Nike’s trademarks, weakening their unique ability to identify Nike
3 as the source of its iconic Air Force 1 footwear designs. In turn, Nike loses control
4 over its brand, business reputation, and associated goodwill, which it has spent
5 decades building.
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8 6. The damage to Nike from unauthorized “customizations” is considerable.
9 For example, in late March, 2021, a company called MSCHF Product Studio, Inc.
10 (“MSCHF”) began taking orders for a limited edition of Nike Air Max 97 shoes
11 customized to prominently feature a satanic theme. Despite significant alterations,
12 including adding red ink and human blood to the midsole, adding red embroidered
13 satanic-themed detailing, and adding a bronze pentagram to the laces, the so-called
14 “Satan Shoes” still prominently displayed the Nike Swoosh design. Almost
15 immediately after the “Satan Shoes” were announced, Nike began receiving criticism
16 from consumers who believed that Nike was endorsing satanism. Some consumers
17 even stated they never wanted to purchase Nike products again because of the “Satan
18 Shoe.”
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1 7. Additionally, Drip Creationz offers knockoff Air Force 1-style shoes that
2 it refers to as “D1” shoes. The “D1” shoes bear designs that infringe upon Nike’s
3 registered trademarks relating to its Air Force 1 shoes. An example of Drip
4 Creationz’ “D1” shoes are pictured below.



15 8. For nearly every one of its unauthorized Air Force 1 customizations, Drip
16 Creationz offers a seemingly identical style “D1” knockoff infringing Nike’s Air
17 Force 1 trademarks. Worse still, these knockoffs are promoted on Drip Creationz
18 website in close proximity to--if not directly next to--what Drip Creationz claims to
19 be authentic customized Air Force 1 shoes. Not surprisingly, these tactics have led to
20 numerous instances of actual consumer confusion:


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 **Grace Schweitzer**
1 review

 Apr 20, 2021

Bait and switch

I have never written a bad review for anything but I'm fuming. My boyfriend ordered me a pair that were supposed to be the real af1 version. They took months to come with no communication. Every time he tried to email them asking about their status he received a really rude and unprofessional email saying that the more he emails the longer it would take. Then when they finally arrived they were their crappy ugly knock off Drip Creationz version, not real af1s. They also proceed to quickly refund him the difference in price between the real and fake ones. Him and his mom tried emailing numerous times with no response. Finally I DMd them on Instagram and they were very rude. They just kept saying that those were the ones he ordered, clearly not since they refunded him the difference right when they shipped. They knew what they were doing, total bait and switch.

 **Maria**
1 review

 Jan 7, 2021

Horrible return/customer service policy

the order took way longer than promised. did not receive the shoes in time to gift them for the holidays. ordered the wrong pair and the company would not exchange an unworn shoe for the correct pair. I did not want the money back just to exchange for the correct pair. thought we ordered the AF1 butterfly instead ordered a cheap pair of imitations for \$100. Once again I did not want my money back just to exchange and pay the difference for the correct pair. Very POOR customer service.

9. Drip Creationz, which is not an authorized distributor or retailer of Nike products, has gone out of its way to deceive customers into falsely believing that they are purchasing genuine Nike products and/or that Nike has authenticated or approved of Drip Creationz' products, in order to trade off of Nike's brand and good will. This includes Drip Creationz' unauthorized use of Nike's trademarks, both on its products and on its products and advertisements, its extensive use of Nike's brand throughout its marketing materials and social media, and its purported guarantee of authenticity through claims that its products are "100% authentic" Nike products purchased directly through Nike's website. Customers considering purchasing purportedly

1 Nike-branded products from Drip Creationz are, in fact, relying solely on Drip
2 Creationz—not Nike—to guarantee that the products are “100% authentic.”

3 10. Nike has no desire to limit the individual expression of creatives and
4 artisans, many of whom are some of Nike’s biggest fans. But Nike cannot allow
5 “customizers” like Drip Creationz to build a business on the backs of its most iconic
6 trademarks, undermining the value of those marks and the message they convey to
7 consumers. The more unauthorized “customizations” get manufactured and sold, the
8 harder it becomes for consumers to identify authorized collaborations and authentic
9 products; eventually no one will know which products Nike has approved and which
10 it has not. Nike therefore brings this lawsuit to stop “customizers,” like Drip
11 Creationz and others, from making and selling illegal “customizations” of Nike’s
12 products and other products illegally using its trademarks, and to protect its brand,
13 goodwill, and hard-earned reputation.

14 **THE PARTIES**

15 11. Nike is a corporation organized under the laws of the State of Oregon with
16 a principal place of business at One Bowerman Drive, Beaverton, Oregon 97005.

17 12. On information and belief, Drip Creationz is a company organized under
18 the laws of the State of California with a principal place of business at 1121 Olympic
19 Dr., Corona, CA 92881.

20 **JURISDICTION AND VENUE**

21 13. This action arises under the trademark and anti-dilution laws of the United
22 States, 15 U.S.C. § 1051, *et seq.*, and under statutory and common law of unfair
23 competition. This Court has subject matter jurisdiction at least under 15 U.S.C. § 1121
24 and 28 U.S.C. §§ 1331 and 1338 because this action arises under federal trademark
25 law. This Court has supplemental jurisdiction over the remaining claims pursuant to
26 28 U.S.C. § 1367.

1 14. On information and belief, this Court may exercise personal jurisdiction
 2 over Drip Creationz at least because Drip Creationz resides in this District, Drip
 3 Creationz’ principal place of business is located within this District, Drip Creationz
 4 does business in this District, and Drip Creationz has committed acts of infringement
 5 at issue in this Complaint in this District.

6 15. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Drip
 7 Creationz resides in this District, Drip Creationz’ principal place of business is in this
 8 District, Drip Creationz does business in this District, Drip Creationz is subject to
 9 personal jurisdiction in this District, and Drip Creationz has committed acts of
 10 infringement at issue in this Complaint in this District.

11 **FACTUAL BACKGROUND**

12 **A. NIKE**

13 16. Nike’s principal business activity is the design, development and
 14 worldwide marketing and selling of athletic footwear, apparel, equipment, accessories
 15 and services.

16 17. Nike is the largest seller of athletic footwear and apparel in the world.

17 18. Nike sells its products directly to consumers through Nike-owned retail
 18 stores and digital platforms, and to retail accounts and a mix of independent
 19 distributors, licensees and sales representatives in virtually all countries around the
 20 world.

21 19. Nike uses trademarks on nearly all of its products.

22 20. Having distinctive trademarks that are readily identifiable is an important
 23 factor in creating a market for Nike’s products, in identifying Nike and its brands, and
 24 in distinguishing Nike’s products from the products of others.

25 21. As a result of continuous and long-standing promotion, substantial sales,
 26 and consumer recognition, Nike has developed powerful trademarks rights, including
 27 the marks described in this Complaint (collectively, the “Asserted Marks”).
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1 **B. NIKE’S SWOOSH DESIGNS**

2 22. One of Nike’s most iconic assets is the Swoosh design  .

3 23. The U.S. Court of Appeals for the Ninth Circuit has referenced the
4 Swoosh design as an example of a “famous trademark [that has] assumed an exalted
5 status...Consumers sometimes buy products bearing marks such as the Nike
6 Swoosh...for the appeal of the mark itself, without regard to whether it signifies the
7 origin or sponsorship of the product.” *Au-Tomotive Gold, Inc. v. Volkswagen of Am.,*
8 *Inc.*, 457 F.3d 1062, 1067 (9th Cir. 2006).

9 24. Nike has continuously promoted and sold products bearing the Swoosh
10 design and word since 1971, including in connection with dozens of iconic products.

11 25. Nike has used, and continues to use, the Swoosh design and word on
12 almost all of its products, and in connection with its retail sales of those products.

13 26. Nike has also promoted and sold products bearing the Swoosh design and
14 word in various orientations and placements.

15 27. Nike has sold billions of products bearing the Swoosh design in the
16 United States, accounting for hundreds of billions of dollars in revenue.

17 28. Nike has spent tens of billions of dollars promoting Swoosh design and
18 word branded products in the United States.

19 29. Nike advertises and promotes products bearing the Swoosh design and
20 word through a wide variety of traditional and non-traditional means, including print
21 advertising, event sponsorship, and athlete and team endorsements, to name a few.

22 30. Nike also provides the official uniforms of the National Football League,
23 the National Basketball League (“NBA”), and Major League Baseball, all of which
24 prominently bear the Swoosh design.


25 31. As a result of Nike’s promotional and sales efforts over the past nearly
26 fifty years, the Swoosh design is one of the most famous, recognizable, and valuable
27 trademarks in the world.

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1 32. The Swoosh design has received unsolicited publicity and praise among
2 consumers and in the media. For example, in 2013, Nike’s Swoosh design was ranked
3 number one on Complex Magazine’s list of the “Top 50 Most Iconic Brand Logos of
4 All Time.”¹

5 33. The Swoosh design has received judicial and administrative recognition
6 as a famous, recognizable, and valuable trademark.

7 34. Nike has registered the Swoosh design on the Principal Register of the
8 U.S. Patent and Trademark Office in connection with a wide array of goods and
9 services. Relevant to this action, Nike owns all right, title, and interest in the U.S.
10 Trademark Registrations identified below.

Reg. No.	Trademark	Reg. Date	Goods	Compl. Ex.
977,190		Jan. 22, 1974	Athletic shoes with or without spikes	1
1,284,385		Jul. 3, 1984	Athletic and casual clothing	2
1,323,342		Mar. 5, 1985	Footwear	3
1,323,343		Mar. 5, 1985	Footwear	4
1,990,180		Jul. 30, 1996	Full line of sports clothing	5
1,200,529	SWOOSH	Jul. 6, 1982	Footwear	6
2,164,810	SWOOSH	Jun. 9, 1998	Clothing namely, socks and T-Shirts	7
1,238,853		May 17, 1983	Retail footwear and apparel store services	8

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¹ Maria Cohen & Morgan Bromell, “The 50 Most Iconic Brand Logos of All Time,” *Complex Magazine* (Mar. 7, 2013), available at: <https://www.complex.com/life/2013/03/the-50-most-iconic-brand-logos-of-all-time/>.

1,325,938		Mar. 19, 1985	Footwear	9
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35. Pursuant to 15 U.S.C. § 1065, Nike's U.S. Trademark Registration Nos. 977,190, 1,200,529, 1,284,385, 1,323,342, 1,323,343, 1,990,180, 2,164,810, 1,238,853, and 1,325,938 are incontestable and constitute conclusive evidence of the validity of the Swoosh design and word marks, Nike's ownership of the Swoosh design and word marks, and Nike's exclusive right to use the Swoosh design and word marks.

C. NIKE'S AIR FORCE 1 WORD MARK AND AIR FORCE 1 TRADE DRESS

36. Launched in 1982 as one of Nike's first basketball sneakers, the Air Force 1 shoes were the first ever basketball shoes to feature Nike Air technology, revolutionizing sneaker culture forever. Today, over three decades since its first release, the Air Force 1 shoes remain true to its roots while earning its status as a fashion staple through nearly 2,000 editions and colorways.

37. The immediate success of Nike's Air Force 1 shoes was in part due to the innovative design of the sneaker. When legendary Nike designer Bruce Kilgore created the Air Force 1 shoes, he drew inspiration from the Nike Approach hiking boot, which slanted the shaft from front to back, so it angled lower towards the Achilles. This way the shoe provided the same support while gaining flexibility. For the outsole, Kilgore wanted something completely different. Up to that point most shoes stuck to a traditional herringbone traction pattern. Kilgore came up with a circular outsole pattern given basketball players' use of the pivot move in the post. The Air Force 1 shoes excelled in pre-launch wear testing, and some testers liked the shoes so much they refused to return the samples they were given.

1 38. Shortly after its release, Nike signed six NBA players to wear the Air
2 Force 1 shoes on the court, dubbed the “Original Six”: Moses Malone (Philadelphia
3 76ers), Michael Cooper (L.A. Lakers), Bobby Jones (Philadelphia 76ers), Calvin Natt
4 (Portland Trail Blazers), Mychal Thompson (Portland Trail Blazers), and Jamal
5 Wilkes (L.A. Lakers). Nike’s original Air Force 1 advertisement featuring the
6 “Original Six” is reproduced below.



16 39. Although Nike initially discontinued the Air Force 1 shoes in 1984,
17 demand for the wildly-popular sneakers continued to soar. Just one year later, the Air
18 Force 1 shoes returned to the market because fans demanded it.

19 40. A trio of retailers in Baltimore were the first to re-introduce the Air Force
20 1 shoes in royal blue and chocolate brown colorways. All 3,000 pairs sold out as soon
21 as they hit the shelves. The popularity of this release led to the “Color of the Month”
22 initiative, consisting of limited releases of special-edition colorways at select retailers.
23 The “Color of the Month” program was revolutionary for its era, serving as an early
24 indicator of the Air Force 1 shoes’ staying power, a signal of the sneaker’s transition
25 from the basketball to the fashion realm, and a blueprint for a new way of breathing
26 life into archival silhouettes.

27 41. In the 2000s, the popularity of the Air Force 1 shoes among globally
28 influential celebrities and music artists propelled the Air Force 1 shoes farther beyond

1 sport and into culture. Nike continued to collaborate with various designers to create
2 much-anticipated limited edition Air Force 1 styles and colorways. These
3 collaborations and limited-run releases gave the Air Force 1 shoes a coveted level of
4 prestige and helped spread its gospel to new generations and demographics. Today,
5 there are nearly 2,000 different colorways and styles of Air Force 1 shoes.

6 42. For example, in celebration of the much-anticipated PlayStation 3 release
7 in 2006, Nike teamed up with Sony to create the extremely limited Nike Air Force 1
8 Low PlayStation. The Air Force 1 Low PlayStation, pictured below, currently sells
9 for over \$10,000 in the secondary sneaker market.



15 43. Consumers looking for a specific style or colorway of Air Force 1 shoes
16 are not limited to the thousands of colorways featured on past Air Force 1 shoes,
17 however. In the mid-2000s, Nike created NikeiD, which turned consumers into their
18 own collaborators by allowing customization of virtually every aspect of the shoes
19 while at the same time ensuring the high-quality of the sneaker and its materials that
20 consumers had come to expect from Nike products.


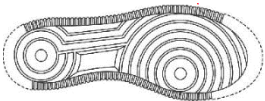

21 44. Today, customers can create their own custom Air Force 1 shoes directly
22 on Nike's website through Nike's "Design Your Own" feature. This feature allows
23 customers to choose the color of thirteen (13) different portions of the Air Force 1
24 shoes, and further gives the consumer the option of choosing between various types
25 of high-quality leathers and rubbers. By offering the "Design Your Own" feature,
26 Nike offers customers an opportunity to customize Air Force 1 shoes while
27 maintaining control over the design process to ensure that the quality of the
28 customized designs meets Nike's rigorous quality control standards.

1 45. Since the launch of the Air Force 1 shoes, Nike has continuously and
 2 substantially exclusively used, promoted, and sold sneakers bearing the AIR FORCE
 3 1 word mark and Air Force 1 trade dress.

4 46. Nike has sold tens of millions of Air Force 1 shoes in the United States,
 5 accounting for hundreds of millions of dollars in revenue.

6 47. As a result of Nike's extensive sales, advertising, and promotion, the AIR
 7 FORCE 1 word mark and trade dress have become famous in the United States and
 8 the around the world.

9 48. Nike has registered the AIR FORCE 1 word mark and the Air Force 1
 10 trade dress on the Principal Register of the U.S. Patent and Trademark Office. Nike
 11 owns all right, title, and interest in the U.S. Trademark Registrations identified below.

Reg. No.	Trademark	Reg. Date	Goods	Compl. Ex.
4,902,368	AIR FORCE 1	Feb. 16, 2016	Footwear	10
5,820,374		July 30, 2019	Footwear	11
3,451,904		June 24, 2008	Footwear	12
3,451,905		June 24, 2008	Footwear	13

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22 49. Pursuant to 15 U.S.C. § 1065, Nike's U.S. Trademark Registration Nos.
 23 4,902,368, 5,820,374, 3,451,904, and 3,451,905 are incontestable and constitute
 24 conclusive evidence of the validity of the AIR FORCE 1 word mark and the Air Force
 25 1 trade dress, Nike's ownership of the AIR FORCE 1 word mark and the Air Force 1
 26 trade dress, and Nike's exclusive right to use the AIR FORCE 1 word mark and the
 27 Air Force 1 trade dress.
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1 **D. NIKE MAINTAINS STRICT CONTROL OVER ITS TRADEMARKS AND NIKE’S**
2 **RELATED BUSINESS REPUTATION AND GOODWILL**

3 50. Nike’s Swoosh design mark, AIR FORCE 1 word mark, and Air Force 1
4 trade dress are collectively referred to in this Complaint as the “Asserted Marks.”

5 51. Nike maintains strict quality control standards for its products bearing the
6 Asserted Marks. Genuine Nike products bearing the Asserted Marks are inspected
7 and approved by Nike prior to distribution and sale.

8 52. Nike also maintains strict control over the use of the Asserted Marks in
9 connection with its products so that Nike can maintain control over its related business
10 reputation and goodwill. Nike, for example, carefully determines how many products
11 bearing the Asserted Marks are released, where the products are released, when the
12 products are released, and how the products are released.

13 **E. DRIP CREATIONZ’ UNLAWFUL ACTIVITIES**

14 53. Drip Creationz has attempted to capitalize on the strength and fame of
15 Nike and its Asserted Marks by making, promoting, advertising, marketing, and
16 selling in the United States footwear and apparel bearing the Asserted Marks and/or
17 confusingly similar marks (the “Infringing Products”). Drip Creationz’ Infringing
18 Products include all styles of footwear that it refers to as the “AF1” and “D1” styles
19 and all patches it refers to as the “Swoosh” patches.

20 54. On information and belief, Drip Creationz promotes and sells Infringing
21 Products on its website at <<http://dripcreationz.com>> and on a variety of social media
22 accounts, including Facebook, Instagram, TikTok, and Youtube.

23 55. Drip Creationz’ Infringing Products travel in the identical channels of
24 trades and are sold to identical consumers as Nike’s genuine products.

25 56. Drip Creationz’ unlawful activities include at least (i) the promotion
26 and/or sale of products purporting to be genuine Nike products but that are in fact
27 counterfeit, (ii) the promotion and/or sale of infringing “customizations” of Nike’s
28 iconic Air Force 1 shoes that have been materially altered in ways Nike has never

1 approved or authorized, and (iii) the sale/promotion of knockoff footwear that bears
2 the Asserted Marks and/or confusingly similar marks, thereby infringing upon Nike’s
3 established intellectual property rights.

4 1. *Drip Creationz’ Infringing Counterfeits*

5 57. Although Drip Creationz’ website claims that its “customizations” are
6 “100% authentic” Air Force 1 shoes and “lawfully bought at full retail,” Nike recently
7 learned that this is not the case. To the contrary, Drip Creationz has applied and
8 repeatedly sold its “customizations” on counterfeit Air Force 1 shoes while falsely
9 claiming that the “customizations” were applied to “100% authentic” Nike Air Force
10 1 shoes.

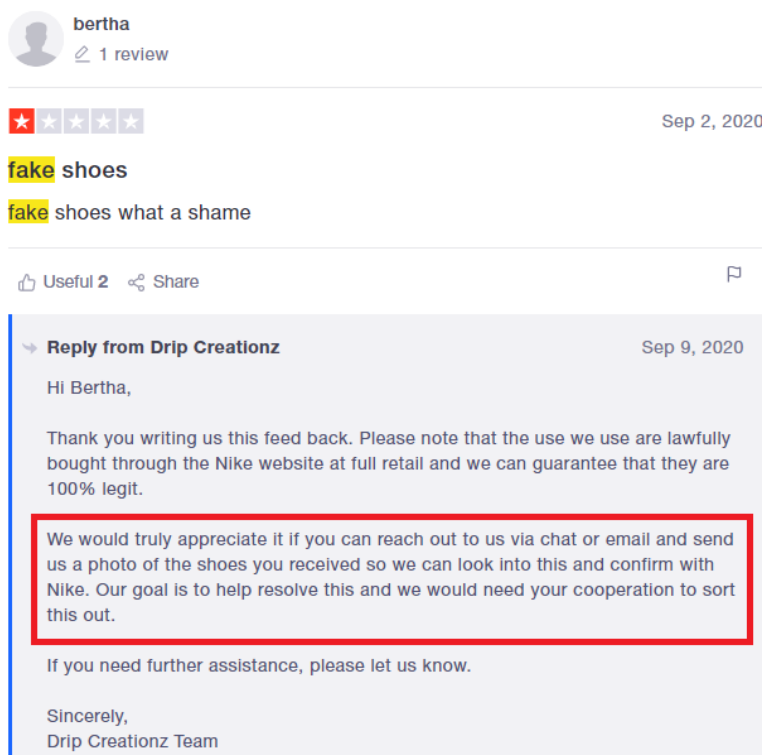
11 58. Some savvy customers have noticed the differences between Drip
12 Creationz’ counterfeit Air Force 1 shoes compared to legitimate Air Force 1 shoes.
13 One user documented how the Drip Creationz’ counterfeit Air Force 1 shoes
14 compared to legitimate Air Force 1 shoes, noting with disappointment that the Drip
15 Creationz shoes had crooked proportions, messy stitching, cheap decals, and were
16 taller than the real Air Force 1 shoes.



1 (https://www.tiktok.com/@maditoots/video/6867653611292232966?sender_device
2 =pc&sender_web_id=6916630384780789254&is_from_webapp=v1&is_copy_url
3 =0).

4 59. Unfortunately, customers rely on Drip Creationz’ false claim that the
5 shoes are “100% authentic” when purchasing its “customizations” for over 140%
6 more than the retail price of authentic Nike Air Force 1 shoes. Because of Drip
7 Creationz’ false claim, consumers have and will continue to associate the poor quality
8 of Drip Creationz’ counterfeit Air Force 1 shoes with quality issues stemming from
9 Nike.

10 60. Indeed, Drip Creationz intentionally fosters this erroneous association
11 through its customer interactions. For example, in a response to a negative review by
12 a customer that expressed disappointment that Drip Creationz’ shoes were “fake,”
13 Drip Creationz encouraged the customer to send it a photo so it could “look into this
14 and confirm with Nike.”



1 61. By selling counterfeit Nike Air Force 1 shoes while falsely guaranteeing
2 that the products are “100% authentic” and “lawfully bought at full retail,” Drip
3 Creationz unfairly shifts the blame for the poor quality of its Infringing Products onto
4 Nike. As a result, consumers lose confidence in Nike’s brand and long-held
5 reputation for high-quality footwear.



Updated Dec 29, 2020

6 Never ordering from here again.

7 I ordered these and when they came I realized they were not even Air Forces
8 they were fake. The 2 ordered I received were not what they looked like in
9 the picture. The butterflies were falling off as well as the pattern on the Nike
10 sign and did not have even half of the things as it said it would. I don't think
11 I'm ever ordering from here again. By far the worst pair of shoes I've ever
12 owned.



Mar 13, 2020

Horrible quality

Nike's starting ripping after 2 weeks. Definitely fake shoes. They are so
expensive and she can't even buy real shoes which are only \$90. That's just
frustrating. And the fact that you can't even find any reviews on this product
besides in her page is even more frustrating. Don't buy them.



Sep 11, 2020

FAKE AIR FORCES W STICKERS

Not only are they selling FAKE air forces that are literally so obviously fake and
bad quality but they advertise as their art being hand painted when it's really
just stickers ironed on. Do not give them a PENNY



Jan 8, 2021

Poor quality, DO NOT BUY!!

Poor quality. Decal was peeling when arrived and company won't accept
return. Extremely unhappy with product and service.



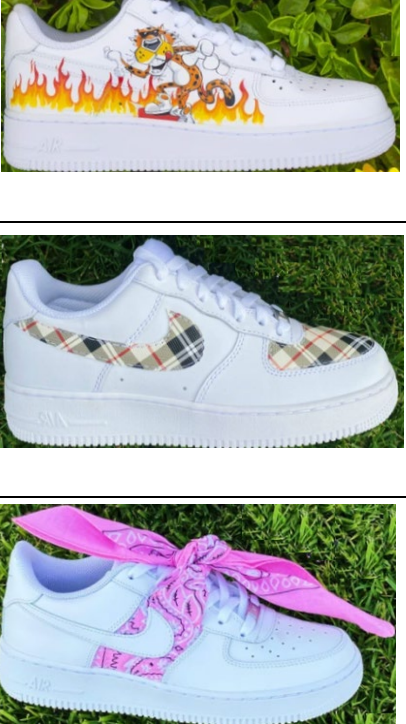
14 62. The sub-par quality of the Infringing Products and unsatisfactory
15 customer service offered by Drip Creationz inflicts further harm to Nike and its brand.
16 Drip Creationz has *no* return policy for the Infringing Products; all of its
17 “customizations” are final sale/non-refundable. Customers often complain that the
18 Infringing Products take months to ship and there is no phone number for customers
19 to reach out to customer service. As to the quality of the “customizations,” popular
20 review websites are rife with complaints about the quality of Drip Creationz’
21 products, including reports of decals being partially applied, shoe material ripping,
22 and the disparity between what Drip Creationz advertised and what the customer
23 received.

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26 2. *Drip Creationz’ Infringing “Customizations”*

27 63. As described above, Drip Creationz’ sells “customizations” of Nike Air
28 Force 1 shoes. Specifically, Drip Creationz makes, promotes, and sells “custom” Air

Force 1 shoes that, include images, materials, stitching, and/or colorways that are not and have never been approved, authorized, or offered by Nike. Further, on information and belief, a number of Drip Creationz’ “customizations” contain materials derived from genuine Nike Air Force 1 shoes, altered with added and/or replaced portions of the uppers, including unauthorized fake Nike Swoosh designs.

64. As demonstrated by the below images of the “Flamin’ Hot Cheetos AF1” “Chicken Sandwich AF1,” and “SpongeBob AF1,” Drip Creationz’ customizations include logos and mascots of other companies that have not partnered with Nike on the design of Air Force 1 shoes. Examples of Drip Creationz’ “AF1” shoes are pictured below next to the Asserted Marks and genuine Nike products bearing the asserted marks.

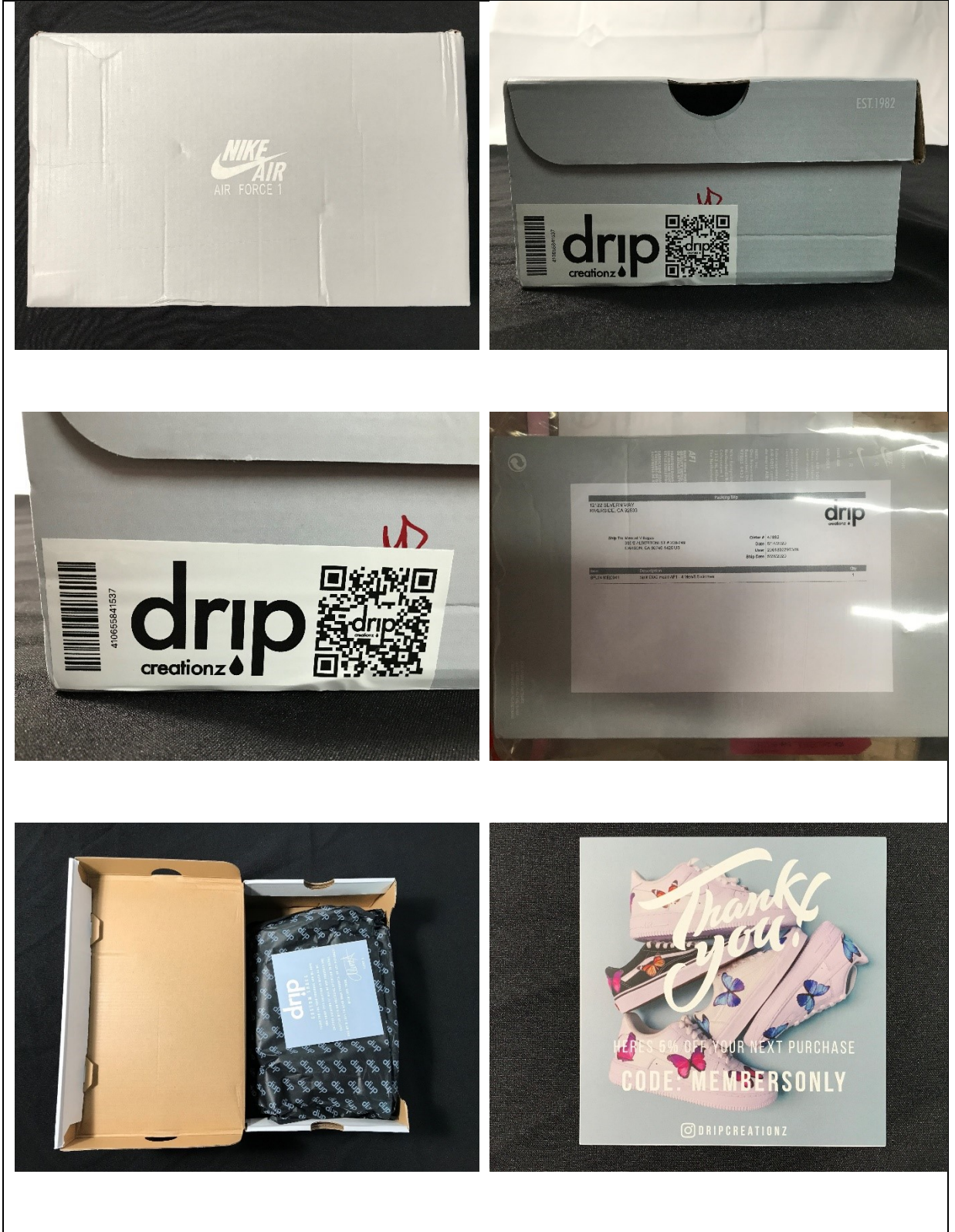
Asserted Marks	Genuine Air Force 1 Shoes	Drip Creationz “AF1”
		

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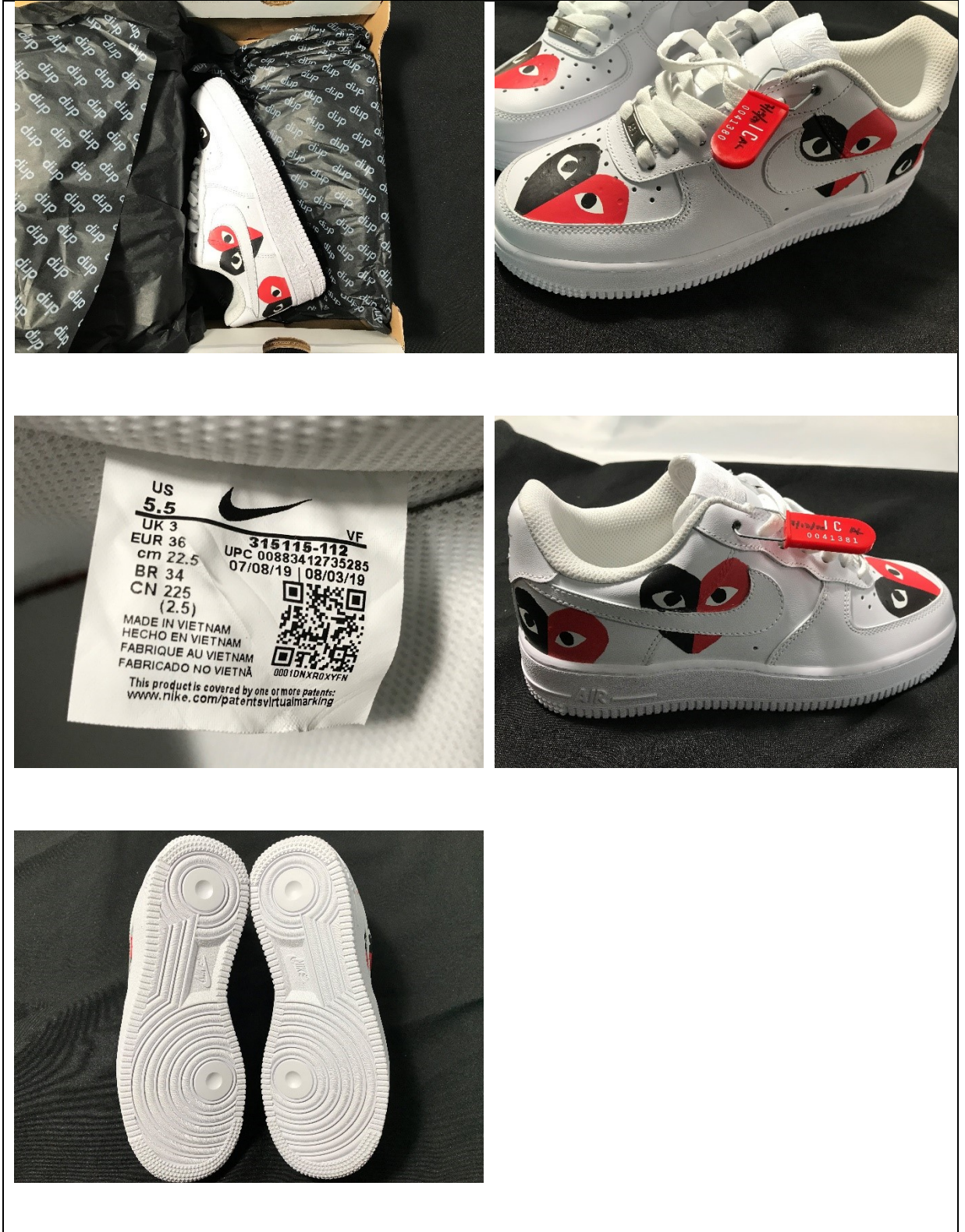
Asserted Marks	Genuine Air Force 1 Shoes	Drip Creationz “AF1”
		
		

65. As demonstrated by the below images Drip Creationz’ “AF1” packaging and shoes continue to bear genuine Nike marks as well as Drip Creationz’ designs and marks. This dual marking and branding contributes to the likelihood of confusion. Examples of Drip Creationz’ “AF1” packaging and shoes are pictured below.

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27 66. Even when Drip Creationz uses authentic Nike Air Force 1 shoes as a
28 starting point, its Drip Creationz infringing “customizations” of Nike Air Force 1



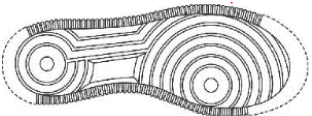

1 shoes have been materially altered in ways Nike has never approved or authorized.
2 As shown by the examples above, Drip Creationz’ “customization” of Air Force 1
3 shoes includes images, materials, stitching, and/or colorways that are not and have
4 never been approved by Nike. Many of these unauthorized “customizations” also
5 feature the trademarks, copyrights and publicity rights of unaffiliated third parties.
6 The images applied to Drip Creationz’ shoes often cover a substantial portion of the
7 Nike Swoosh design while also appearing on other material portions of the shoe.
8 These “customizations” transform Nike’s Air Force 1 shoes into a materially different
9 product that was not, and has never been, authorized or approved by Nike. Such
10 alterations of genuine Nike Air Force 1 shoes has caused, and is likely to continue to
11 cause, both pre- and post-sale confusion as to Nike’s approval and/or authorization of
12 the shoes.

13 67. Drip Creationz has taken systematic steps in an attempt to falsely
14 associate its infringing “customizations” with Nike. By using the Asserted Marks
15 and/or confusingly similar marks on the Infringing Products and in its advertising,
16 Drip Creationz has led consumers and potential customers to believe that its
17 Infringing Products are associated with and/or approved Nike, when they are not. In
18 turn, the association between Drip Creationz’ “customizations” and Nike inflicts
19 significant harm to Nike’s brand and reputation for high-quality designs and
20 materials.

21 3. *Drip Creationz’ Infringing “D1” Shoes*

22 68. Further, Drip Creationz also offers its “customizations” on knock-off Air
23 Force 1-style shoes, known by Drip Creationz as the “D1” shoes, which bear the
24 Asserted Marks and/or confusingly similar marks. Examples of the “D1” Infringing
25 Products are pictured below next to the Asserted Marks.
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Asserted Marks	“D1” Infringing Products
	
	

69. Drip Creationz’ infringing “D1” sneakers are not genuine Nike products. Nike did not manufacture or inspect the Infringing Products or any component of the infringing “D1” sneakers, and it did not authorize Drip Creationz to make, promote, advertise, market, or sell the infringing “D1” sneakers.

70. On information and belief, Drip Creationz intentionally uses the Asserted Marks and/or confusingly similar marks to create an association between its “D1” shoes and Nike, in order to capitalize on Nike’s valuable reputation and customer goodwill. This has created, and will continue to create, confusion in the marketplace as to Nike’s association and/or authorization of the infringing “D1” shoes. Not



1 surprisingly, these tactics have led to numerous instances of actual consumer
2 confusion:


3  **Grace Schweitzer**
4  1 review

5  Apr 20, 2021

6 **Bait and switch**

7 I have never written a bad review for anything but I'm fuming. My boyfriend
8 ordered me a pair that were supposed to be the real af1 version. They took
9 months to come with no communication. Every time he tried to email them
10 asking about their status he received a really rude and unprofessional email
11 saying that the more he emails the longer it would take. Then when they finally
12 arrived they were their crappy ugly knock off Drip Creationz version, not real
13 af1s. They also proceed to quickly refund him the difference in price between
14 the real and fake ones. Him and his mom tried emailing numerous times with
no response. Finally I DMd them on Instagram and they were very rude. They
just kept saying that those were the ones he ordered, clearly not since they
refunded him the difference right when they shipped. They knew what they
were doing, total bait and switch.

15  **Maria**
16  1 review

17  Jan 7, 2021

18 **Horrible return/customer service policy**

19 the order took way longer than promised. did not receive the shoes in time to
20 gift them for the holidays. ordered the wrong pair and the company would not
21 exchange an unworn shoe for the correct pair. I did not want the money back
22 just to exchange for the correct pair. thought we ordered the AF1 butterfly
23 instead ordered a cheap pair of imitations for \$100. Once again I did not want
24 my money back just to exchange and pay the difference for the correct pair.
Very POOR customer service.

(<https://www.trustpilot.com/review/www.dripcreationz.com?stars=1>)

* * * *

1 71. Unless stopped, Drip Creationz’ Infringing Products and Drip Creationz’
2 use of the Asserted Marks will continue to cause confusion in the marketplace,
3 including but not limited to initial interest confusion, post-sale confusion, and
4 confusion in the secondary sneakers markets.

5 72. Drip Creationz’ actions alleged herein are intended to cause confusion,
6 mistake, or deception as to the source of Drip Creationz’ Infringing Products.

7 73. Drip Creationz’ actions alleged herein are intended to cause consumers
8 and potential customers to believe that Drip Creationz’ business and products are
9 associated with Nike, when they are not.

10 74. By virtue of the acts complained of herein, Drip Creationz has created a
11 likelihood of injury to Nike’s business reputation and goodwill, caused a likelihood
12 of consumer confusion, mistake, and deception as to the source of origin or
13 relationship of Nike’s products and Drip Creationz’ Infringing Products, and has
14 otherwise competed unfairly by unlawfully trading on and using the Asserted Marks
15 without Nike’s permission.

16 75. Drip Creationz’ acts complained of herein are willful and deliberate.

17 76. Drip Creationz’ acts complained of herein have caused damage to Nike
18 in an amount to be determined at trial, and such damages will continue to increase
19 unless Drip Creationz’ is permanently enjoined from its wrongful acts.

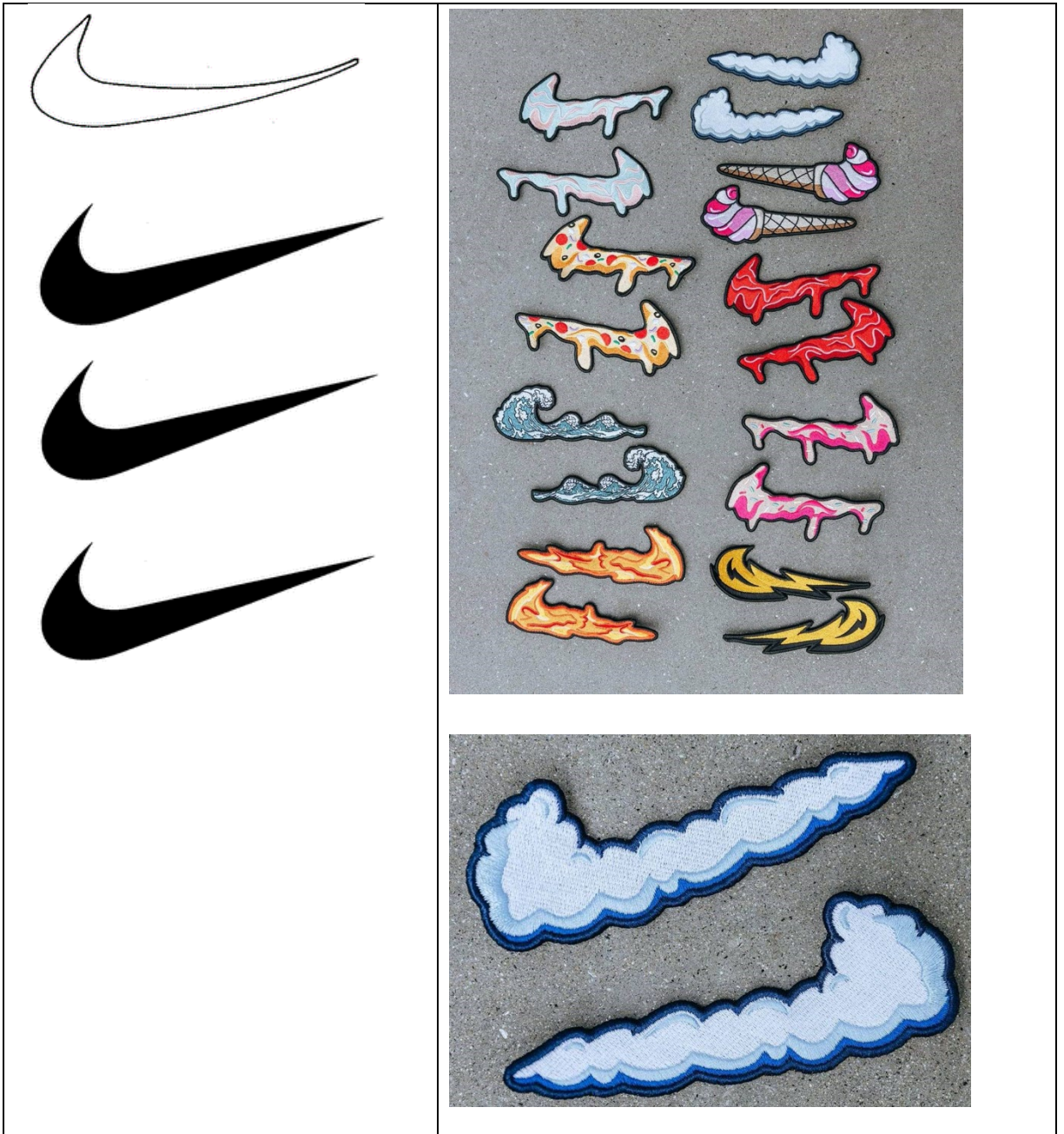
20 77. Drip Creationz’ acts complained of herein have caused Nike to suffer
21 irreparable injury to its business. Nike will suffer substantial loss of goodwill and
22 reputation unless and until Drip Creationz is permanently enjoined from the wrongful
23 acts complained of herein.

24 4. *Drip Creationz’ Infringing “Swoosh” patches*

25 78. Further, Drip Creationz also offers its “customizations” on patches
26 shaped like Nike’s Swoosh design which Drop Creationz calls “Swoosh” patches.
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1 Examples of the “Swoosh Patch” Infringing Products are pictured below next to the
2 Asserted Marks.

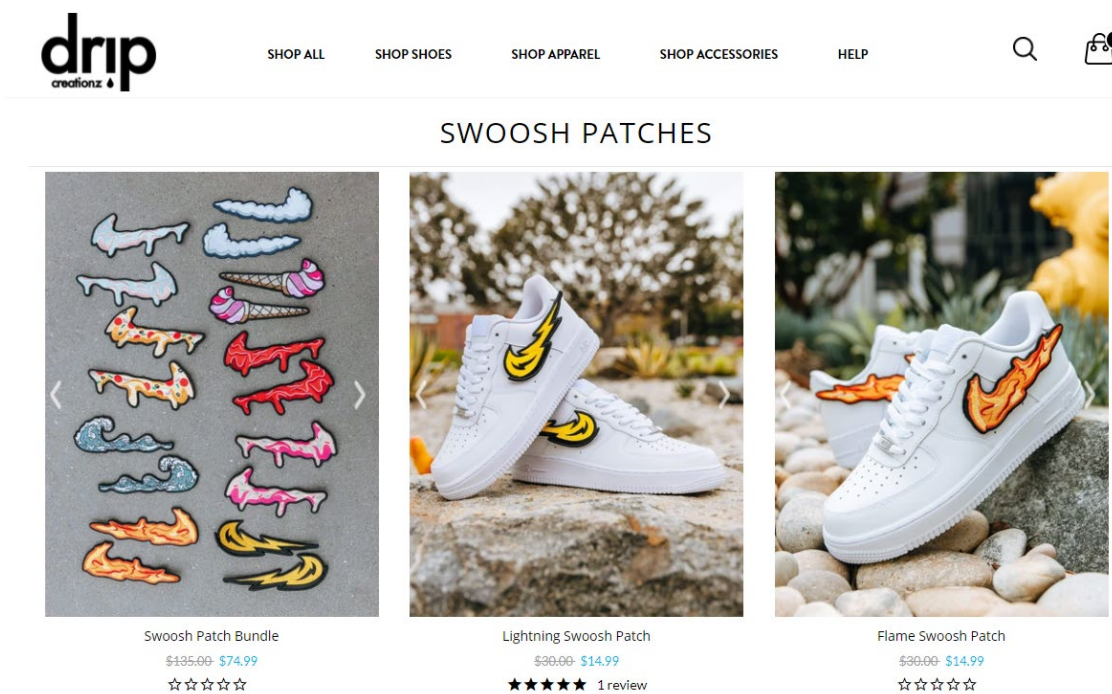
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79. Furthermore, Drip Creationz uses the word “Swoosh” to market these patches. Examples of this use is shown below.



80. Drip Creationz’ infringing “Swoosh” patches are not genuine Nike products. Nike did not manufacture or inspect the Infringing Products or any component of the infringing “Swoosh” patches, and it did not authorize Drip

1 Creationz to make, promote, advertise, market, or sell the infringing “Swoosh”
2 Patches

3 81. On information and belief, Drip Creationz intentionally uses the Asserted
4 Marks and/or confusingly similar marks to create an association between its
5 “Swoosh” Patches and Nike, in order to capitalize on Nike’s valuable reputation and
6 customer goodwill. This has created, and will continue to create, confusion in the
7 marketplace as to Nike’s association and/or authorization of the infringing “Swoosh”
8 patches.

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10 82. Unless stopped, Drip Creationz’ Infringing Products and Drip Creationz’
11 use of the Asserted Marks will continue to cause confusion in the marketplace,
12 including but not limited to initial interest confusion, post-sale confusion, and
13 confusion in the secondary sneakers markets.

14 83. Drip Creationz’ actions alleged herein are intended to cause confusion,
15 mistake, or deception as to the source of Drip Creationz’ Infringing Products.

16 84. Drip Creationz’ actions alleged herein are intended to cause consumers
17 and potential customers to believe that Drip Creationz’ business and products are
18 associated with Nike, when they are not.

19 85. By virtue of the acts complained of herein, Drip Creationz has created a
20 likelihood of injury to Nike’s business reputation and goodwill, caused a likelihood
21 of consumer confusion, mistake, and deception as to the source of origin or
22 relationship of Nike’s products and Drip Creationz’ Infringing Products, and has
23 otherwise competed unfairly by unlawfully trading on and using the Asserted Marks
24 without Nike’s permission.

25 86. Drip Creationz’ acts complained of herein are willful and deliberate.
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1 87. Drip Creationz' acts complained of herein have caused damage to Nike
2 in an amount to be determined at trial, and such damages will continue to increase
3 unless Drip Creationz' is permanently enjoined from its wrongful acts.

4 88. Drip Creationz' acts complained of herein have caused Nike to suffer
5 irreparable injury to its business. Nike will suffer substantial loss of goodwill and
6 reputation unless and until Drip Creationz is permanently enjoined from the wrongful
7 acts complained of herein.

8
9 **COUNT I: COUNTERFEITING**
10 **IN VIOLATION OF 15 U.S.C. § 1114**

11 89. Nike repeats and alleges each and every allegation of preceding
12 paragraphs, as though fully set forth herein.

13 90. Drip Creationz has knowingly used and continue to use in commerce,
14 without Nike's permission or authorization, counterfeit products and designations that
15 are identical to, or substantially indistinguishable from, the Asserted Marks, in
16 connection with products manufactured, advertised, promoted, and sold in the United
17 States, including the Infringing Products.

18 91. Drip Creationz has manufactured, advertised, promoted, sold, and offered
19 for sale the good bearing these counterfeit marks to the public at large in direct
20 competition with Nike's rightful sale of genuine products and without Nike's
21 authorization of consent.

22 92. Drip Creationz has used these counterfeit marks and created counterfeit
23 products with the knowledge of, and the intent to call to mind and create a likelihood
24 of confusion with regard to and/or trade off Nike's Asserted Marks.

25 93. Drip Creationz' use of the counterfeit marks (a) constitutes infringement
26 of Nike's Asserted Marks; (b) is likely to confuse, mislead, or deceive customers,
27 purchasers, and members of the general public as to the origin, source, sponsorship,
28 or affiliation of Drip Creationz or Drip Creationz' Infringing Products with Nike or

1 Nike's products; and (c) is likely to cause such people to believe in error that Drip
2 Creationz' Infringing Products have been authorized, sponsored, approved, endorsed,
3 or licensed by Nike or that Drip Creationz is in some way affiliated with Nike.

4 94. Nike has no control over the nature and quality of the goods bearing the
5 counterfeit marks sold by Drip Creationz, and Nike's reputation and goodwill will be
6 damaged – and the value of Nike's registered Asserted Marks jeopardized – by Drip
7 Creationz' continued use of the counterfeit marks. Because of the similarity between
8 Drip Creationz' Infringing Products and Nike's Asserted Marks, any defects,
9 objections, or faults found with Drip Creationz' Infringing Products will negatively
10 reflect upon and injure the reputation that Nike has established for the products it
11 offers in connection with Nike's registered Asserted Marks. As such, Drip Creationz
12 is liable to Nike for infringement of its registered marks under 15 U.S.C. §1114.

13 95. As a direct and proximate result of Drip Creationz' wrongful acts, Nike
14 has suffered, continue to suffer, and/or are likely to suffer damage to its trademarks,
15 business reputation, and goodwill that money cannot compensate. Unless enjoined,
16 Drip Creationz will continue to use marks identical to, or substantially
17 indistinguishable from, Nike's registered Asserted Marks and will cause irreparable
18 damage to Nike for which Nike has no adequate remedy at law. Thus, Nike is entitled
19 to an injunction restraining Drip Creationz and, as applicable, its other officers,
20 members, agents, servants, and employees, and all persons acting in concert with
21 them, from engaging in further acts of infringement.

22 96. Nike is further entitled to an order providing for the seizure of Drip
23 Creationz' products bearing the counterfeit marks, including the Infringing Products.

24 97. Nike is further entitled to recover from Drip Creationz the actual damages
25 Nike has sustained, are sustaining, and/or are likely to sustain as a result of Drip
26 Creationz' wrongful acts.

27 98. Drip Creationz' use of marks identical to, or substantially
28 indistinguishable from, Nike's Asserted Marks has been intentional and willful. Drip

1 Creationz' bad faith is evidence at least by the similarity of the counterfeit marks used
2 in connection with Drip Creationz' Infringing Products to Nike's Asserted Marks and
3 the extensive nature of the infringement. Because of the willful nature of Drip
4 Creationz' wrongful acts, Nike is entitled to an award of treble damages and increased
5 profits under 15 U.S.C. § 1117(a) and/or statutory damages pursuant to 15 U.S.C. §
6 1117(c).

7 99. Pursuant to 15 U.S.C. § 1117, Nike is also entitled to recover its costs of
8 suit and its attorneys' fees because this is an exceptional case.

9 **COUNT II: TRADEMARK INFRINGEMENT**
10 **IN VIOLATION OF 15 U.S.C. § 1114**

11 100. Nike repeats and alleges each and every allegation of the preceding
12 paragraphs, as though fully set forth herein.

13 101. Drip Creationz has knowingly used and continues to use in commerce,
14 without Nike's permission or authorization, the Asserted Marks and/or confusingly
15 similar marks, in connection with products Drip Creationz advertises, promotes, and
16 sells in the United States, including the Infringing Products. Drip Creationz has used
17 the Asserted Marks with the knowledge of, and the intent to call to mind and create a
18 likelihood of confusion with regard to and/or trade off the Asserted Marks.

19 102. Drip Creationz' use of the Asserted Marks (a) constitutes infringement of
20 the Asserted Marks; (b) is likely to confuse, mislead, or deceive customers,
21 purchasers, and members of the general public as to the origin, source, sponsorship,
22 or affiliation of Drip Creationz or Drip Creationz' Infringing Products with Nike or
23 Nike's products; and (c) is likely to cause such people to believe in error that Drip
24 Creationz' Infringing Products have been authorized, sponsored, approved, endorsed,
25 or licensed by Nike or that Drip Creationz is in some way affiliated with Nike.

26 103. Nike has no control over the nature and quality of the Infringing Products
27 Drip Creationz offers, and Nike's reputation and goodwill will be damaged – and the
28 value of the Asserted Marks jeopardized – by Drip Creationz' continued use of the

1 Asserted Marks and/or confusingly similar marks. Because of the likelihood of
2 confusion between Drip Creationz' Infringing Products and the Asserted Marks, any
3 defects, objections, or faults found with Drip Creationz' Infringing Products will
4 negatively reflect upon and injure the reputation that Nike has established for the
5 products it offers in connection with the Asserted Marks. As such, Drip Creationz is
6 liable to Nike for infringement of its registered marks under 15 U.S.C. §1114.

7 104. As a direct and proximate result of Drip Creationz' wrongful acts, Nike
8 has suffered, continues to suffer, and/or is likely to suffer damage to its trademarks,
9 business reputation, and goodwill that money cannot compensate. Unless enjoined,
10 Drip Creationz will continue to use the Asserted Marks and/or confusingly similar
11 marks, and will cause irreparable damage to Nike for which Nike has no adequate
12 remedy at law. Thus, Nike is entitled to an injunction restraining Drip Creationz and,
13 as applicable, its officers, members, agents, servants, and employees, and all persons
14 acting in concert with them, from engaging in further acts of infringement.

15 105. Nike is further entitled to recover from Drip Creationz the actual damages
16 Nike has sustained, is sustaining, and/or is likely to sustain as a result of Drip
17 Creationz' wrongful acts.

18 106. Drip Creationz' use of the Asserted Marks and/or confusingly similar
19 marks has been intentional and willful. Drip Creationz' bad faith is evidence at least
20 by the similarity of Drip Creationz' Infringing Products to the Asserted Marks and
21 Drip Creationz' use of the Asserted Marks and Nike's brand on its website and
22 throughout its advertising. Because of the willful nature of Drip Creationz' wrongful
23 acts, Nike is entitled to an award of treble damages and increased profits under 15
24 U.S.C. § 1117.

25 107. Pursuant to 15 U.S.C. § 1117, Nike is also entitled to recover its costs of
26 suit and its attorneys' fees because this is an exceptional case.

1 **COUNT III: FALSE DESIGNATION OF ORIGIN /**
2 **UNFAIR COMPETITION IN VIOLATION OF 15 U.S.C § 1125(A)**

3 108. Nike repeats and alleges each and every allegation of the preceding
4 paragraphs, as though fully set forth herein.

5 109. The Asserted Marks are federally registered and entitled to protection
6 under federal and common law. Nike has extensively and continuously promoted and
7 used the Asserted Marks for many decades in the United States and worldwide.
8 Through that extensive and continuous use, the Asserted Marks have become famous
9 and well-known indicators of the origin and quality of Nike products.

10 110. Drip Creationz’ unauthorized use of the Asserted Marks and/or
11 confusingly similar marks constitutes a false designation of origin that is likely to
12 cause consumer confusion, mistake, or deception as to the origin, sponsorship, or
13 approval of Drip Creationz and/or Drip Creationz’ Infringing Products by creating the
14 false and misleading impression that Drip Creationz’ Infringing Products are
15 manufactured by, authorized by, or otherwise associated with Nike.

16 111. As a direct and proximate result of Drip Creationz’ wrongful acts, Nike
17 has suffered, continues to suffer, and/or is likely to suffer damage to its trademarks,
18 business reputation, and goodwill that money cannot compensate. Unless enjoined,
19 Drip Creationz will continue to use the Asserted Marks and/or confusingly similar
20 marks and will cause irreparable damage to Nike for which Nike has no adequate
21 remedy at law. Thus, Nike is entitled to an injunction precluding Drip Creationz and,
22 as applicable, its officers, members, agents, servants, and employees, and all persons
23 acting in concert with them, from using the Asserted Marks and/or confusingly similar
24 marks in connection with Drip Creationz and the promotion, marketing, offer to sell,
25 or sale of any Drip Creationz’ products.

26 112. Nike is further entitled to recover from Drip Creationz the actual damages
27 Nike has sustained, is sustaining, and/or is likely to sustain as a result of Drip
28 Creationz’ wrongful acts.

1 113. Drip Creationz' use of the Asserted Marks and/or confusingly similar
2 marks has been intentional and willful. Drip Creationz' bad faith is evidence at least
3 by the similarity of Drip Creationz' Infringing Products to the Asserted Marks.
4 Because of the willful nature of Drip Creationz' wrongful acts, Nike is entitled to an
5 award of treble damages and increased profits under 15 U.S.C. § 1117.

6 114. Pursuant to 15 U.S.C. § 1117, Nike is also entitled to recover its costs of
7 suit and its attorneys' fees because this is an exceptional case.

8 **COUNT IV: TRADEMARK DILUTION**
9 **IN VIOLATION OF 15 U.S.C. § 1125(C)**

10 115. Nike repeats and alleges each and every allegation of paragraphs 1
11 through 79, above, as though fully set forth herein.

12 116. The Swoosh design mark has become famous throughout the United
13 States as a result of the duration, extent, and geographical reach of advertising and
14 publicity, the amount, volume, and geographical extent of Nike's sales and trading
15 areas, their channels of trade, their degree of recognition, and registration of the
16 marks.

17 117. The Swoosh design mark became famous before Drip Creationz used the
18 mark.

19 118. Because Nike's products bearing the Swoosh design mark have gained a
20 reputation synonymous with fashion, quality, styling, and authenticity, the Swoosh
21 design mark has gained substantial renown. Drip Creationz has used and continues to
22 use in commerce the Swoosh design mark or confusingly similar marks in connection
23 with the advertisement, promotion, and sale of Drip Creationz' Infringing Products.

24 119. Drip Creationz' use of the Swoosh design mark and/or confusingly
25 similar marks has caused, continues to cause, and/or is likely to cause irreparable
26 injury to and dilution of the distinctive quality of the Swoosh design mark in violation
27 of Nike's rights under 15 U.S.C. § 1125(c). Drip Creationz' wrongful use of the
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1 Swoosh design mark is likely to cause dilution by blurring and the whittling away of
2 the distinctiveness and fame of the Swoosh design mark.

3 120. As a direct and proximate result of Drip Creationz' wrongful acts, Nike
4 has suffered, continues to suffer, and/or is likely to suffer damage to its trademarks,
5 business reputation, and goodwill that money cannot compensate. Unless restrained,
6 Drip Creationz will continue to use the Swoosh design mark and/or confusingly
7 similar marks, and will cause irreparable damage to Nike for which Nike has no
8 adequate remedy at law. Thus, Nike is entitled to an injunction restraining Drip
9 Creationz and, as applicable, its officers, members, agents, servants, and employees,
10 and all persons acting in concert with them, from engaging in further acts of dilution.

11 121. Nike is further entitled to recover from Drip Creationz the actual damages
12 Nike has sustained, is sustaining, and/or is likely to sustain as a result of Drip
13 Creationz' wrongful acts.

14 122. Drip Creationz' use of the Swoosh design mark and/or confusingly
15 similar marks has been intentional and willful. Drip Creationz' bad faith is evidence
16 at least by the similarity of Drip Creationz' Infringing Products to the Swoosh design
17 mark. Because of the willful nature of Drip Creationz' wrongful acts, Nike is entitled
18 to an award of treble damages and increased profits under 15 U.S.C. § 1117.

19 123. Pursuant to 15 U.S.C. § 1117, Nike is also entitled to recover its costs of
20 suit and its attorneys' fees because this is an exceptional case.

21 **COUNT V: UNFAIR COMPETITION**
22 **UNDER CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.***

23 124. Nike repeats and alleges each and every allegation of paragraphs 1
24 through 88, above, as though fully set forth herein.

25 125. By reason of the foregoing, Drip Creationz has been, and is, engaged in
26 unlawful, unfair and/or fraudulent business practices in violation of §§ 17200, et seq.,
27 of the California Bus. & Prof. Code.
28

1 126. As a direct and proximate result of Drip Creationz’ unauthorized use of
2 the Asserted Marks and/or confusingly similar marks Nike has suffered, continues to
3 suffer, and/or is likely to suffer damage to its trademarks, business reputation, and
4 goodwill that money cannot compensate. Unless enjoined, Drip Creationz will
5 continue to use the Asserted Marks and/or confusingly similar marks and will cause
6 irreparable damage to Nike for which Nike has no adequate remedy at law. Thus,
7 Nike is entitled to: (a) an injunction restraining Drip Creationz and, as applicable, its
8 officers, members, agents, servants, and employees, and all persons acting in concert
9 with them, from using the Asserted Marks and/or confusingly similar marks in
10 connection with Drip Creationz and the promotion, marketing, offer to sell, or sale of
11 any of Drip Creationz’ products; and (b) restitution of Drip Creationz’ profits earned
12 from their unauthorized use of the Asserted Marks and/or any confusingly similar
13 marks in which profits Nike has a vested interest.

14 **COUNT VI: COMMON LAW TRADEMARK INFRINGEMENT**
15 **AND UNFAIR COMPETITION**

16 127. Nike repeats and alleges each and every allegation of the preceding
17 paragraphs, as though fully set forth herein.

18 128. Nike was the first to use the Asserted Marks. As a result of Nike’s
19 continuous promotion and sales of products bearing the Asserted Marks for many
20 decades, the Asserted Marks have become widely known, and Nike has been
21 identified in the public mind as the manufacturer of the products to which the Asserted
22 Marks are applied.

23 129. As a result of the experience, care, and service of Nike in producing the
24 products to which the Asserted Marks are applied, these products have become widely
25 known and have acquired a worldwide reputation for fashion, quality, styling, and
26 authenticity. Moreover, the Asserted Marks have come to symbolize Nike’s
27 reputation for quality and excellence.

28

1 130. Drip Creationz, with knowledge and intentional disregard of Nike’s
2 rights, continues to advertise, promote, and sell products using the Asserted Marks
3 and/or confusingly similar marks. Drip Creationz’ acts have caused, continue to
4 cause, and/or are likely to cause confusion as to the source and/or sponsorship of
5 Nike’s products.

6 131. Drip Creationz’ acts alleged herein and specifically, without limitation,
7 Drip Creationz’ use, manufacture, promotion, offers to sell, and/or selling in the
8 United States numerous products that are confusingly similar to products bearing the
9 Asserted Marks, infringe Nike’s exclusive trademark rights in violation of the
10 common law.

11 132. As a direct and proximate result of Drip Creationz’ wrongful acts alleged
12 above, Nike has suffered, continues to suffer, and/or is likely to suffer damage to its
13 trademarks, business reputation, and goodwill that money cannot compensate. Unless
14 restrained, Drip Creationz will continue to use the Asserted Marks and/or confusingly
15 similar marks, and will cause irreparable damage to Nike for which Nike has no
16 adequate remedy at law. Thus, Nike is entitled to an injunction restraining Drip
17 Creationz and, as applicable, its officers, members, agents, servants, and employees,
18 and all persons acting in concert with them, from using the Asserted Marks and/or
19 any confusingly similar marks in connection with Drip Creationz and the promotion,
20 marketing, offer to sell, or sale of any Drip Creationz’ products.

21 133. Drip Creationz’ use of the Asserted Marks and/or confusingly similar
22 marks has been intentional and willful. Drip Creationz’ bad faith is evidenced at least
23 by the similarity of WL’s Infringing Products to the Asserted Marks.

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PRAYER FOR RELIEF

WHEREFORE, Nike respectfully prays for:

1. A judgment and order that Drip Creationz has (A) used counterfeit products and designations that are identical to, or substantially indistinguishable from, the Asserted Marks, in violation of 15 U.S.C. §1114 (B) willfully infringed the Asserted Marks in violation of 15 U.S.C. §1114,, (C) used false designations of origin in violation of 15 U.S.C § 1125(a), (D) diluted at least the Swoosh design mark in violation of 15 U.S.C. § 1125(c), (E) engaged in unlawful, unfair or fraudulent business practices in violation of §§ 17200, et seq., of the California Bus. & Prof. Code; and (F) violated Nike’s common law rights in the Asserted Marks.

2. A judgment and order enjoining Drip Creationz and its affiliates, officers, agents, employees, attorneys, and all other persons acting in concert with Drip Creationz, during the pendency of this action and permanently thereafter from:

a. Manufacturing, transporting, promoting, importing, advertising, publicizing, distributing, offering for sale, or selling any products (including but not limited to the Infringing Products) under the Asserted Marks or any other marks, names, symbols, or logos which are likely to cause confusion or to cause mistake or to deceive persons into the erroneous belief that any products that Drip Creationz caused to enter the stream of commerce or any of Drip Creationz’ commercial activities are sponsored or licensed by Nike, are authorized by Nike, or are connected or affiliated in some way with Nike or the Asserted Marks;

b. Manufacturing, transporting, promoting, importing, advertising, publicizing, distributing, offering for sale, or selling any products (including but not limited to the Infringing Products) under the Asserted Marks and/or confusingly similar marks;

- 1 c. Implying Nike’s approval, endorsement, or sponsorship of, or
2 affiliation or connection with, Drip Creationz’ products, services,
3 or commercial activities, passing off Drip Creationz’ business as
4 that of Nike, or engaging in any act or series of acts which, either
5 alone or in combination, constitutes unfair methods of competition
6 with Nike and from otherwise interfering with or injuring the
7 Asserted Marks or the goodwill associated therewith;
- 8 d. Engaging in any act which is likely to dilute the distinctive quality
9 of the Swoosh design mark and/or injures Nike’s business
10 reputation;
- 11 e. Representing or implying that Drip Creationz is in any way
12 sponsored by, affiliated with, or licensed by Nike; or
- 13 f. Knowingly assisting, inducing, aiding, or abetting any other person
14 or business entity in engaging in or performing any of the activities
15 referred to in paragraphs 2(a) to (e) above.

16 3. An order that Nike is the exclusive owner of the Asserted Marks and that
17 such marks are valid and protectable;

18 4. An order that Drip Creationz be required to deliver to Nike for destruction
19 any and all shoes, apparel, digital files, packaging, printed graphics, promotional
20 materials, business cards, signs, labels, advertisements, flyers, circulars, and any other
21 items in any of their possession, custody, or control bearing the Asserted Marks and/or
22 confusingly similar marks;

23 5. An order granting an award of damages suffered by Nike according to
24 proof at the time of trial;

25 6. An order that Drip Creationz account to Nike for any and all profits
26 earned as a result of Drip Creationz’ acts in violation of Nike’s rights,

27 7. An award of three times the amount of compensatory damages and
28 increased profits pursuant to 15 U.S.C. § 1117;

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8. An order granting restitution of Drip Creationz’ profits earned from its unauthorized use of the Asserted Marks and/or confusingly similar marks in which profits Nike has a vested interest, pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.*;

9. An order granting an award of punitive damages for the willful and wanton nature of Drip Creationz’ aforesaid acts under the common law;

10. An order granting pre-judgment interest on any recovery by Nike;

11. An order granting an award of Nike’s costs, expenses, and reasonable attorneys’ fees; and

12. Granting such other and further relief as is just and proper.

1
2 Dated: July 19, 2021

ARNOLD & PORTER KAYE SCHOLER LLP

3
4 By: /s/ Rhonda R. Trotter

5 Christopher J. Renk (*pro hac vice* to be filed)
6 Chris.Renk@arnoldporter.com
7 Michael J. Harris (*pro hac vice* to be filed)
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the practice of law in California.

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17 Bridgette.Boyd@arnoldporter.com
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601 Massachusetts Ave., NW
19 Washington, D.C., 20001
Telephone: (202) 942-6745

20 *Attorneys for Plaintiff Nike, Inc.*

1 **DEMAND FOR JURY TRIAL**

2 Pursuant to Fed. R. Civ. Proc. 38(b), plaintiff Nike, Inc. hereby demands a trial
3 by jury of all issues triable that are raised herein or which hereinafter may be raised
4 in this action.
5

6 Dated: July 19, 2021

ARNOLD & PORTER KAYE SCHOLER LLP

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8 By: /s/ Rhonda R. Trotter

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Attorneys for Plaintiff Nike, Inc.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Nike, Inc.	DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) Customs By Ilene, Inc.
(b) County of Residence of First Listed Plaintiff <u>Washington</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i>	County of Residence of First Listed Defendant <u>Riverside</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i>
(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information. Rhonda R. Trotter (SBN 169241) Arnold & Porter Kaye Scholer LLP 777 South Figueroa Street, 44th Floor Los Angeles, CA 90017-5844 (213) 243-4000	Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1. U.S. Government Plaintiff <input type="checkbox"/> 2. U.S. Government Defendant <input checked="" type="checkbox"/> 3. Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Citizen of This State</td> <td style="width:5%;">PTF</td> <td style="width:5%;">DEF</td> <td style="width:30%;">Incorporated or Principal Place of Business in this State</td> <td style="width:5%;">PTF</td> <td style="width:5%;">DEF</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF	<input type="checkbox"/>	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/>	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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IV. ORIGIN (Place an X in one box only.)

1. Original Proceeding
 2. Removed from State Court
 3. Remanded from Appellate Court
 4. Reinstated or Reopened
 5. Transferred from Another District (Specify)
 6. Multidistrict Litigation - Transfer
 8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ TBD

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Claims for Trademark Infringement in Violation of 15 U.S.C. § 1114

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 835 Patent - Abbreviated New Drug Application
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	TORTS PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	<input checked="" type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 (DTSA)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	SOCIAL SECURITY
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	FEDERAL TAX SUITS
<input type="checkbox"/> 891 Agricultural Acts	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

<p>QUESTION A: Was this case removed from state court?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.</p>	<p align="center">STATE CASE WAS PENDING IN THE COUNTY OF:</p> <p><input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo</p> <p><input type="checkbox"/> Orange</p> <p><input type="checkbox"/> Riverside or San Bernardino</p>	<p align="center">INITIAL DIVISION IN CACD IS:</p> <p align="center">Western</p> <p align="center">Southern</p> <p align="center">Eastern</p>
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<p>QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question C. If "yes," answer Question B.1, at right.</p>	<p>B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co.?</p> <p><i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question B.2.</p>
<p>B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)</p> <p><i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>	

<p>QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "no," skip to Question D. If "yes," answer Question C.1, at right.</p>	<p>C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co.?</p> <p><i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Southern Division. Enter "Southern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Continue to Question C.2.</p>
<p>C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.)</p> <p><i>check one of the boxes to the right</i> →</p>	<p><input type="checkbox"/> YES. Your case will initially be assigned to the Eastern Division. Enter "Eastern" in response to Question E, below, and continue from there.</p> <p><input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. Enter "Western" in response to Question E, below, and continue from there.</p>	

QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<p>D.1. Is there at least one answer in Column A?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the SOUTHERN DIVISION.</p> <p>Enter "Southern" in response to Question E, below, and continue from there.</p> <p>If "no," go to question D2 to the right. →</p>	<p>D.2. Is there at least one answer in Column B?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "yes," your case will initially be assigned to the EASTERN DIVISION.</p> <p>Enter "Eastern" in response to Question E, below.</p> <p>If "no," your case will be assigned to the WESTERN DIVISION.</p> <p>Enter "Western" in response to Question E, below. ↓</p>
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QUESTION E: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, C, or D above: →	EASTERN

QUESTION F: Northern Counties?

Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? Yes No

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

NO YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- A. Arise from the same or a closely related transaction, happening, or event;
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): /s/ Rhonda R. Trotter

DATE: 7/19/2021

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))