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14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 OLAPLEX, LLC, a California  
17 limited liability company, and  
18 LIQWD, INC., a California corporation,

19 Plaintiffs,

20 v.

21 WAL-MART.COM USA, LLC and  
22 WALMART, INC.,

23 Defendants.

**CASE NO. 2:19-CV-4310**

**COMPLAINT FOR:**

- 24 (1) **TRADEMARK COUNTERFEITING**  
(15 U.S.C. § 1114);
- 25 (2) **TRADEMARK INFRINGEMENT**  
(15 U.S.C. § 1114);
- 26 (3) **TRADEMARK DILUTION**  
(15 U.S.C. § 1125(c));
- 27 (4) **UNFAIR COMPETITION,**  
**FALSE DESIGNATION OF**  
**ORIGIN & FALSE**  
**DESCRIPTION**  
(15 U.S.C. § 1125(a)); and
- 28 (5) **STATUTORY AND COMMON**  
**LAW UNFAIR COMPETITION**  
(California Business &  
Professions Code § 17200)

1 Plaintiffs Olaplex, LLC (hereinafter “OL”) and LIQWD, Inc. (hereinafter “LI”)  
2 (hereinafter collectively referred to as “Plaintiffs”) by and through their attorneys of  
3 record, complaining of defendants Wal-Mart.Com USA, LLC and Walmart, Inc.  
4 (hereinafter collectively referred to as “Walmart” or “Defendants”) hereby allege as  
5 follows:

6 **STATEMENT OF THE CASE**

7  
8 1. Plaintiffs manufacture, distribute, and sell one of the most popular and  
9 respected brands of hair care products in the World. Specifically, Plaintiffs distribute  
10 professional hair care product that creates and reconnects bonds in the hair. Specifically,  
11 Olaplex Hair Perfector No. 3 is a strengthening and reparative take-home product that  
12 is sold to consumers by their hairstylist, online at [www.Olaplex.com](http://www.Olaplex.com), or in select high-  
13 end retails stores like Sephora and Nordstrom

14 2. Plaintiffs’ products are sold in more than 80 countries around the World.  
15 Since its inception, Plaintiffs’ products were an instant success and have revolutionized  
16 the hair industry. Leaders in the hair industry have even referred to Plaintiffs’ products  
17 as “game changing,” “revolutionary,” and a “miracle product” that is the “holy grail of  
18 hair product[s].”

19 3. Regrettably, with Olaplex’s success has come the unauthorized imitation  
20 of its products in the form of counterfeiting of LI’s federally registered trademarks. It  
21 is normally the case that sordid businesses and individuals create unauthorized product  
22 and distribute it under the Olaplex name and using the Olaplex trademarks. Routinely  
23 called “counterfeits”, these illegal goods are made to appear to be genuine Olaplex  
24 products, but they are not.

25 4. Consumers may go to questionable websites and have a suspicion that the  
26 product they are purchasing may be counterfeit. However, consumers would never  
27 expect to obtain such dangerous counterfeit product from the largest retailer in the  
28 United States, Walmart.

1 5. Walmart is, by revenue, the greatest retailer in the United States and one  
2 of the biggest retailers online through the website, [www.walmart.com](http://www.walmart.com)  
3 (“Walmart.com”). When the consuming public visits Walmart.com, they expect that the  
4 products purchased will be of the best quality and, of course, legitimate product created  
5 by the manufacturer. Unfortunately, that is not the case here.

6 6. As described more fully below, Defendants have knowingly and  
7 intentionally distributed and sold merchandise bearing counterfeits and infringements  
8 of LI’s trademarks.

9 7. The consequences of Walmart’s unauthorized products in the marketplace  
10 that have not undergone the strenuous quality control of Olaplex not only harm Olaplex  
11 and its goodwill but serve as a public health hazard to any unsuspecting user. Especially  
12 with sales from such a well-known retailer, consumers are confused to think that  
13 Walmart’s unauthorized products are genuine but instead they pose the risk of actual  
14 harm.

15 8. Olaplex brought this very serious issue of public safety to Walmart’s  
16 attention but was unable to receive the necessary cooperation to ensure that the public  
17 was safe from Walmart’s illegal goods. Therefore, Olaplex is compelled to file this  
18 action.

19 9. Defendants have willfully infringed LI’s valuable trademarks, creating a  
20 strong likelihood of confusion among consumers who expect that merchandise bearing  
21 LI’s trademarks will be genuine Olaplex product and causing both monetary and other  
22 irreparable injury to Plaintiffs.

23  
24 **PARTIES**

25 10. OL is a limited liability company organized and existing under the laws of  
26 the state of California, having its principal place of business at 1482 E. Valley Rd., Suite  
27 #701, Santa Barbara, CA 93108.  
28

1 11. LI is a corporation organized and existing under the laws of the state of  
2 California, having its principal place of business at 1482 E. Valley Rd., Suite #701,  
3 Santa Barbara, CA 93108. LI is the record owner of the trademarks at issue in the instant  
4 action and licenses such trademarks exclusively to its affiliate, OL, for use and sub-  
5 licensing in connection with OL's business.

6 12. Upon information and belief, Wal-Mart.com USA, LLC is a limited  
7 liability company organized and existing under the laws of the state of California,  
8 having a principal place of business at 7000 Marina Boulevard, Brisbane, CA 94005.

9 13. Upon information and belief, Walmart, Inc. is a company organized and  
10 existing under the laws of the state of Arkansas, having a principal place of business at  
11 702 SW 8<sup>th</sup> Street, Bentonville, AR 72716. Walmart, Inc. is the parent company of Wal-  
12 Mart.com USA, LLC and therefore has the right and ability to control the actions of  
13 Wal-Mart.com USA, LLC.

#### 14 **JURISDICTION AND VENUE**

15 14. This Court has jurisdiction over the federal trademark claims asserted in  
16 this action under 15 U.S.C. § 1121, and 28 U.S.C. § 1331 and 28 U.S.C. § 1338. This  
17 Court has supplemental subject matter jurisdiction over state law claims pursuant to 28  
18 U.S.C. § 1367(a) in that the state law claims form part of the same case or controversy  
19 as the federal claims.

20 15. Defendants are subject to the Court's jurisdiction because they have  
21 committed the acts complained of herein in this District, do business in this District  
22 and/or reside in this District.

23 16. Defendants are subject to the jurisdiction of this Court pursuant to and in  
24 accordance with Rule 4 of the Federal Rules of Civil Procedure.

25 17. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1391(b)(1)  
26 and (2).

#### 27 **FACTUAL ALLEGATIONS**

28 **Plaintiffs and the Olaplex Trademarks**

1 18. Since 2014, Plaintiffs have extensively and exclusively sold goods bearing  
2 the **OLAPLEX®** trademark throughout the United States. Plaintiffs have the exclusive  
3 right to use and reproduce the **OLAPLEX®** trademark. As a result of Plaintiffs’  
4 extensive marketing and sales of products bearing the **OLAPLEX®** trademark, the  
5 **OLAPLEX®** trademark has acquired considerable value and is well known to the  
6 consuming public and trade as identifying and distinguishing Olaplex products.

7 19. Rights to the **OLAPLEX®** trademark are evidenced in trademark  
8 registrations and applications throughout the world, including by the United States  
9 Patent and Trademark Office under Registration No. 4,553,436. In addition, LI owns  
10 U.S. Trademark Registration No. 4,557,585 for **BOND MULTIPLIER®** and U.S.  
11 Trademark Registration No. 4,682,909 for **BOND PERFECTOR®**, two of its top-  
12 selling hair products. (**OLAPLEX®**, **BOND MULTIPLIER®**, **BOND**  
13 **PERFECTOR®** are hereinafter collectively referred to as the “Olaplex Trademarks”).  
14 The Olaplex Trademarks are valid and subsisting.

15 20. Plaintiffs’ products are sold through a carefully curated network of salons  
16 and distributors around the World, as well as on Plaintiffs’ own website,  
17 [www.olaplex.com](http://www.olaplex.com), and through select retail partners such as Sephora.

18 21. Plaintiffs exercise strict quality control over the production, bottling,  
19 packaging, and distribution of the products sold under its **OLAPLEX®** trademark.  
20 Plaintiffs, among other steps, mark each unit with a product code used as a quality  
21 assurance, anti-counterfeiting, and anti-theft measure.

22 22. With this strict quality control, Plaintiffs ensure that only the highest  
23 quality products bearing the Olaplex Trademarks make its way into the hands of  
24 consumers. Defendants, however, are willfully acting to destroy the value associated  
25 with the Olaplex Trademarks with their illegal activities.

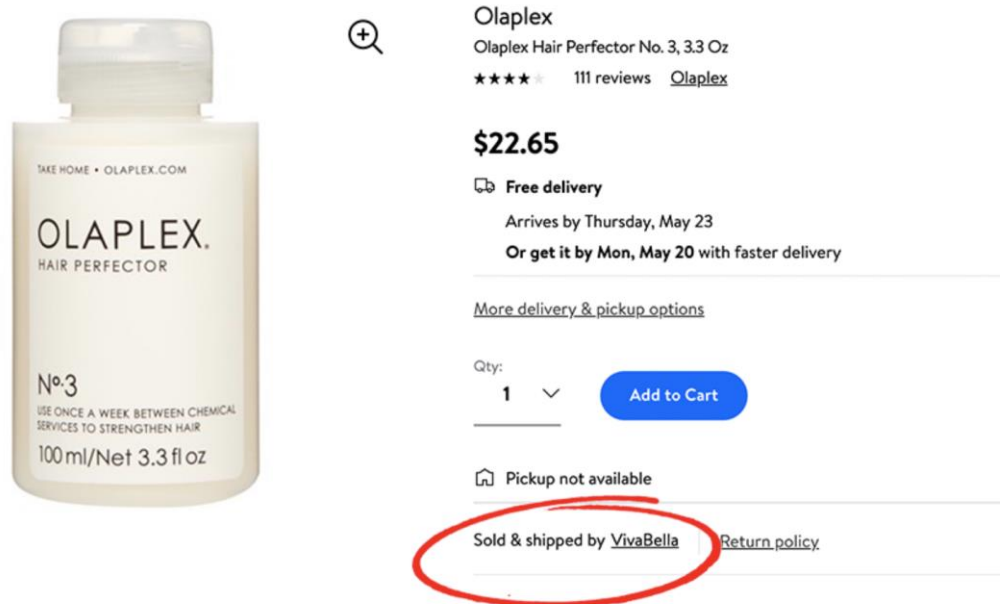
26 Defendants’ Illegal Activities  
27  
28

1 23. On information and belief, Defendants source, market, advertise, offer for  
2 sale, and/or sell in interstate commerce merchandise bearing counterfeits and  
3 infringements of the Olaplex Trademarks (“Counterfeit Product”).

4 24. As part of its ongoing and extensive brand protection efforts, Olaplex  
5 routinely monitors Internet market places in order to curb the distribution of Counterfeit  
6 Product. Particularly, Plaintiffs monitor the marketplace found on Walmart.com.  
7 Walmart.com’s platform, entitled the “Walmart Marketplace,” facilitates the sales of  
8 products in two distinct ways.

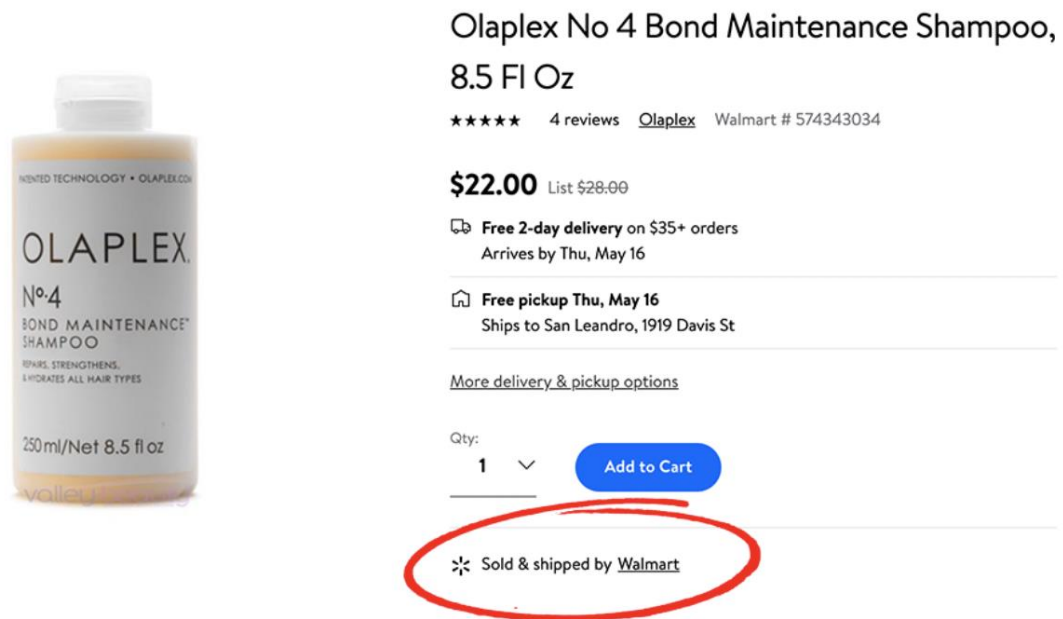
9 25. First, Walmart, much like [www.eBay.com](http://www.eBay.com) and [www.Amazon.com](http://www.Amazon.com),  
10 provides and maintains a platform that allows third parties to sell and ship product to  
11 consumers. When products are purchased through a third-party seller on Walmart.com,  
12 the third-party seller’s products are sourced, packaged, shipped, and invoiced by the  
13 third-party seller. While Walmart benefits financially from the sales of third parties on  
14 its platform, it does not directly source or ship the product.

15 26. As an example of a third-party offer for sale, below is a screenshot of  
16 Plaintiffs’ product being sold on Walmart.com from a third-party seller.



1 27. Second, Walmart directly sells product to its customers from  
2 Walmart.com. These products are sourced, packaged, shipped, and invoiced by  
3 Walmart.

4 28. As an example of a direct offer for sale by Walmart, below is a screenshot  
5 of Plaintiffs' product being sold on Walmart.com by Defendants.



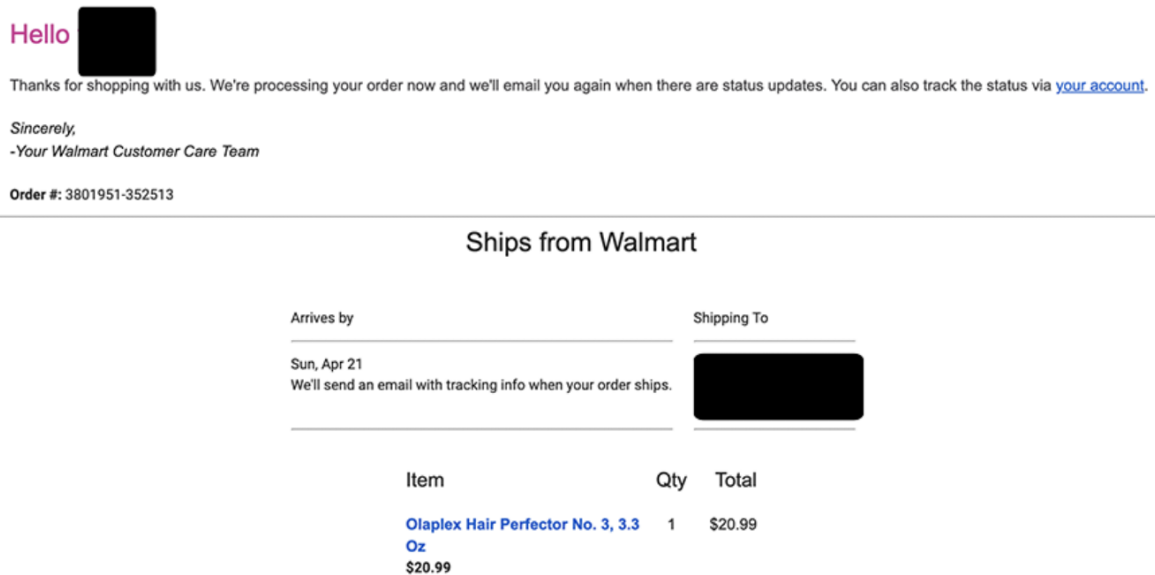
17 29. The Walmart Marketplace is rife with Counterfeit Product and Plaintiffs  
18 routinely request the shutdown of illegal products for sale by third parties on  
19 Walmart.com. As a result of third-party sales on Walmart.com, Plaintiffs have sent  
20 numerous cease and desist letters and filed lawsuits against distributors of Counterfeit  
21 Product.

22 30. During one such investigation of Walmart.com, Olaplex purchased  
23 product directly from Walmart to ensure its genuineness.

24 31. On or about April 19, 2019, Plaintiffs reviewed a listing alleged to be “No.  
25 3 Hair Perfector” **OLAPLEX®** product directly being sold by Walmart on  
26 Walmart.com for \$20.99 each (the “Listing”).



32. Thereafter, Plaintiffs placed an order of the product from the Listing. Plaintiffs received an email confirmation from Walmart for the sale stating that the item was sold by Walmart and “Ships from Walmart”. A redacted screenshot from the email evidencing the purchase from the Listing can be seen below.



33. Subsequently, Plaintiffs received and reviewed the purchase from the Listing and confirmed that the Listing was offering for sale and selling Counterfeit Product. Plaintiffs confirmed that the product bears several counterfeits and infringements of the Olaplex Trademarks (the “Counterfeit Purchase”). The Counterfeit Purchase was shipped by Defendants into this District.

34. The Counterfeit Purchase was shipped in a box labeled with Walmart’s logo and branding and contained an invoice indicating that the product was directly purchased from and shipped by Defendants. There is no doubt that the Counterfeit Purchase was sourced, offered for sale, sold, and shipped by Defendants.

35. Plaintiffs were shocked that such a well-known and popular retailer such as Walmart was distributing Counterfeit Product and immediately took action to protect the consuming public from purchasing such illegal and dangerous product.

36. On or about April 22, 2019, Plaintiffs sent a cease and desist letter to Defendants putting them on notice of the sale of the Counterfeit Product and demanding



1 that such sales cease and that Defendants comply with other demands set forth in the  
2 letter.

3 37. While Defendants responded to this letter, they failed to cooperate with  
4 Plaintiffs in order to determine the source of and how much of the Counterfeit Product  
5 was purchased and sold by Defendants. Therefore, Plaintiffs were compelled to take  
6 action and file this lawsuit.

7 38. Defendants are working in concert to offer for sale and sell Counterfeit  
8 Product. The full extent of Defendants' illegal activities is not known at this time but  
9 the Counterfeit Purchase is just the tip of the iceberg of Defendants' illegal activities  
10 concerning the Olaplex Trademarks.

11 39. Defendants are not authorized and never have been authorized by Plaintiffs  
12 to import, produce, manufacture, distribute, advertise, offer for sale, and/or sell  
13 merchandise bearing the Olaplex Trademarks, or any variations thereof.

14 40. Defendants' Counterfeit Product is likely to deceive, confuse and mislead  
15 purchasers and prospective purchasers into believing that these unlicensed and  
16 unauthorized products are authorized by Plaintiffs. Purchasers and prospective  
17 purchasers viewing Defendants' Counterfeit Product and perceiving a defect, lack of  
18 quality, or any other irregularity are likely to attribute them mistakenly to Plaintiffs.

19 41. Defendants are not associated or connected with Plaintiffs, or licensed,  
20 authorized, sponsored, endorsed, or approved by Plaintiffs in any way.

21 42. The likelihood of confusion, mistake, and deception engendered by  
22 Defendants' misappropriation of the Olaplex Trademarks is causing irreparable harm to  
23 the goodwill symbolized by the Olaplex Trademarks and the reputation for quality that  
24 said marks embody, as well as the efficacy of Plaintiffs' anti-counterfeiting efforts.

25 43. On information and belief, Defendants knowingly, willfully, intentionally,  
26 and maliciously adopted and used confusingly similar and/or substantially  
27 indistinguishable imitations of the Olaplex Trademarks.

28 44. Due to the nature of the product at issue here (i.e., a topical hair product),

1 Defendants' sale of the Counterfeit Product poses a serious risk to public health and  
2 safety. Thus, Defendants' actions are causing irreparable harm to Plaintiffs and the  
3 public by threatening consumer welfare and creating consumer confusion.

4 45. Defendants' conduct is intentionally fraudulent, malicious, willful and  
5 wanton.

6 46. Unless enjoined by this Court, Defendants intend to continue their course  
7 of conduct and will wrongfully use, infringe upon and otherwise profit from the Olaplex  
8 Trademarks, and cause irreparable injury to Plaintiffs' reputation and business interests.

9 47. As a direct result of the acts of Defendants alleged herein, Plaintiffs have  
10 suffered irreparable damage and have sustained lost profits. Plaintiffs will continue to  
11 suffer irreparable damage and sustain a loss in profits until Defendants' actions alleged  
12 above are enjoined by this Court.

13  
14 **FIRST CLAIM FOR RELIEF:**  
15 **TRADEMARK COUNTERFEITING**  
16 **(15 U.S.C. § 1114)**

17 48. Plaintiffs repeat and re-allege the allegations in the preceding paragraphs  
18 of this Complaint.

19 49. Defendants have used spurious designations that are identical with, or  
20 substantially indistinguishable from, the Olaplex Trademarks on goods covered by  
21 registrations for the Olaplex Trademarks.

22 50. Defendants have intentionally used these spurious designations, knowing  
23 they are counterfeit, in connection with the advertisement, promotion, sale, offering for  
24 sale, and distribution of goods.

25 51. Defendants' use of the Olaplex Trademarks to advertise, promote, offer for  
26 sale, distribute and sell goods bearing counterfeits was and is without the consent of  
27 Plaintiffs.

28 52. Defendants' unauthorized use of the Olaplex Trademarks on and in  
connection with their advertisement, promotion, sale, offering for sale, and distribution

1 of goods through e-mail and the Internet constitutes Defendants' use of the Olaplex  
2 Trademarks in commerce.

3 53. Defendants' unauthorized use of the Olaplex Trademarks as set forth  
4 above is likely to: (a) cause confusion, mistake, and deception; (b) cause the public to  
5 believe that Defendants' goods are the same as Plaintiffs' goods and/or that they are  
6 authorized, sponsored, or approved by Plaintiffs or that they are affiliated, connected,  
7 or associated with or in some way related to Plaintiffs; and (c) enable Defendants to  
8 unfairly benefit from Plaintiffs' advertising and promotion and profit from the  
9 reputation of Plaintiffs and the Olaplex Trademarks, all to the substantial and irreparable  
10 injury of the public, Plaintiffs, and the Olaplex Trademarks and the substantial goodwill  
11 represented thereby.

12 54. Defendants' acts constitute willful trademark counterfeiting in violation of  
13 Section 32 of the Lanham Act, 15 U.S.C. § 1114.

14 55. By reason of the foregoing, Defendants are liable to Plaintiffs for: (a)  
15 statutory damages in the amount of up to \$2,000,000 for each mark counterfeited as  
16 provided by 15 U.S.C. § 1117(c) of the Lanham Act, or, at Plaintiffs' election, an  
17 amount representing three (3) times Plaintiffs' damages and/or Defendants' illicit  
18 profits; and (b) reasonable attorneys' fees, investigative fees, and pre-judgment interest  
19 pursuant to 15 U.S.C. § 1117.

20 **SECOND CLAIM FOR RELIEF:**

21 **TRADEMARK INFRINGEMENT**

22 **(15 U.S.C. § 1114)**

23 56. Plaintiffs repeat and re-allege the allegations in the preceding paragraphs  
24 1 through 47 of this Complaint.

25 57. Based on Plaintiffs' extensive advertising under the Olaplex Trademarks,  
26 its extensive sales and the wide popularity of Olaplex products, the Olaplex Trademarks  
27 have acquired secondary meaning such that any product and advertisement bearing such  
28 trademarks is immediately associated by purchaser and the public as being a product

1 and affiliate of Plaintiffs.

2 58. Defendants' activities constitute Defendants' use in commerce of the  
3 Olaplex Trademarks. Defendants use the Olaplex Trademarks in connection with  
4 Defendants' sale, offers for sale, distribution, promotion, and advertisement of their  
5 goods bearing infringements and/or counterfeits of the Olaplex Trademarks.

6 59. Defendants have used the Olaplex Trademarks, knowing that they are the  
7 exclusive property of Plaintiffs, in connection with their sale, offers for sale,  
8 distribution, promotion, and advertisement of their goods bearing counterfeits or  
9 infringements of the Olaplex Trademarks.

10 60. Defendants' activities create the false and misleading impression that  
11 Defendants are sanctioned, assigned, or authorized by Plaintiffs to use the Olaplex  
12 Trademarks to advertise, manufacture, distribute, offer for sale, or sell goods bearing  
13 the Olaplex Trademarks when Defendants are not so authorized.

14 61. Defendants engage in the aforementioned activity with the intent to  
15 confuse and deceive the public into believing that they and the goods they sell are in  
16 some way sponsored, affiliated, or associated with Plaintiffs, when in fact they are not.

17 62. Defendants' use of the Olaplex Trademarks has been without the consent  
18 of Plaintiffs, is likely to cause confusion and mistake in the minds of the public and, in  
19 particular, tends to and does falsely create the impression that the goods advertised,  
20 promoted, distributed, and sold by Defendants are warranted, authorized, sponsored, or  
21 approved by Plaintiffs when, in fact, they are not.

22 63. Defendants' unauthorized use of the Olaplex Trademarks has resulted in  
23 Defendants unfairly benefiting from Plaintiffs' advertising and promotion, and profiting  
24 from the reputation of Plaintiffs and the Olaplex Trademarks, to the substantial and  
25 irreparable injury of the public, Plaintiffs, and the Olaplex Trademarks and the  
26 substantial goodwill represented thereby.

27 64. Defendants' acts constitute willful trademark infringement in violation of  
28 Section 32 of the Lanham Act, 15 U.S.C. § 1114.

1 65. By Reason of the foregoing, Defendants are liable to Plaintiffs for: (a) an  
2 amount representing three (3) times Plaintiffs' damages and/or Defendants' illicit  
3 profits; and (b) reasonable attorneys' fees, investigative fees, and pre-judgment interest  
4 pursuant to 15 U.S.C. § 1117.

5 **THIRD CLAIM FOR RELIEF:**  
6 **FEDERAL TRADEMARK DILUTION**  
7 **(15 U.S.C. § 1125(c))**

8 66. Plaintiffs repeat and re-allege the allegations preceding paragraphs 1  
9 through 47 of this Complaint.

10 67. Defendants' use of the Olaplex Trademarks or marks confusingly similar  
11 thereto in order to sell their products constitutes Defendants' commercial use in  
12 commerce of the Olaplex Trademarks.

13 68. The Olaplex Trademarks are world famous and distinctive. They achieved  
14 such status long prior to Defendants' activities complained of herein.

15 69. Defendants' use of the Olaplex Trademarks on the Internet to advertise  
16 unauthorized merchandise constitutes tarnishment of the Olaplex Trademarks.

17 70. Plaintiffs are suffering and will continue to suffer irreparable harm from  
18 Defendants' dilutive activities.

19 71. Defendants' acts as aforesaid are diluting the distinctive quality of the  
20 Olaplex Trademarks in violation of Section 43(c) of the Lanham Act, 15 U.S.C. §  
21 1125(c).

22 72. Defendants have intentionally and willfully appropriated the Olaplex  
23 Trademarks and traded on Plaintiffs' reputation.

24 73. Defendants' wrongful acts of dilution will continue unless enjoined by this  
25 Court.

26 **FOURTH CLAIM FOR RELIEF:**  
27 **UNFAIR COMPETITION, FALSE DESIGNATION OF ORIGIN**  
28 **& FALSE DESCRIPTION**

**(15 U.S.C. § 1125(a))**

1  
2 74. Plaintiffs repeat and re-allege the allegations in the preceding paragraphs  
3 1 through 47 of this Complaint.

4 75. In connection with Defendants' advertisement, promotion, distribution,  
5 offers of sales, and sales of their goods, Defendants have used the Olaplex Trademarks  
6 in commerce.

7 76. In connection with Defendants' advertisement, promotion, distribution,  
8 offers of sales, and sales of their goods, Defendants have affixed, applied and/or used  
9 false designations of origin and false and misleading descriptions and representations,  
10 including the Olaplex Trademarks, which tend falsely to describe the origin,  
11 sponsorship, association, or approval by Plaintiffs of the goods Defendants sell.

12 77. Defendants have used the Olaplex Trademarks with full knowledge of the  
13 falsity of such designations of origin, descriptions, and representations, all to the  
14 detriment of Plaintiffs.

15 78. Defendants' use of the Olaplex Trademarks on the Internet and on their  
16 goods bearing counterfeits and/or infringements of the Olaplex Trademarks constitutes  
17 false descriptions and representations tending falsely to describe or represent  
18 Defendants and their products as being authorized, sponsored, affiliated, or associated  
19 with Plaintiffs.

20 79. Defendants have used the Olaplex Trademarks on the Internet and on their  
21 goods with the express intent to cause confusion and mistake, to deceive and mislead  
22 the public, to trade upon the reputation of Plaintiffs and to improperly appropriate to  
23 themselves the valuable trademark rights of Plaintiffs. Defendants' acts constitute  
24 unfair competition under federal law.

25 80. Defendants' acts constitute the use in commerce of false designations of  
26 origin and false and/or misleading descriptions or representations, tending to falsely or  
27 misleadingly describe and/or represent their products as those of Plaintiffs in violation  
28 of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). These acts constitute unfair

1 competition.

2  
3 **FIFTH CLAIM FOR RELIEF:**

4 **STATUTORY AND COMMON LAW UNFAIR COMPETITION**

5 **(California Business & Professions Code § 17200)**

6 81. Plaintiffs repeat and re-allege the allegations in the preceding paragraphs  
7 1 through 47 of this Complaint.

8 82. This claim arises under California Business and Professions Code Sections  
9 17200 et seq. and the common law of the State of California.

10 83. By their wrongful conduct as set forth above, Defendants have engaged in  
11 and continue to engage in unfair competition under the laws of California. Specifically,  
12 Defendants have intentionally made use of one or more of the Olaplex Trademarks  
13 and/or Plaintiffs' common law trademarks in such a way likely to cause confusion,  
14 mistake and deception as to the source of their goods.

15 84. Defendants' actions have caused and will continue to cause Plaintiffs  
16 damage in that Defendants improperly traded upon the enviable reputation and goodwill  
17 of Plaintiffs and have passed off their goods as Plaintiffs', thus impairing Plaintiffs'  
18 valuable rights in and to their trademarks.

19 85. Upon information and belief, Defendants intended to cause injury to  
20 Plaintiffs and have acted with a willful and conscious disregard of Plaintiffs' rights.

21 86. Upon information and belief, Defendants' acts, including those  
22 specifically complained of herein, with respect to Defendants' misappropriation of the  
23 Olaplex Trademarks and Plaintiffs' common law trademarks in connection with  
24 Defendants' advertisement, offering for sale, and sale of Defendants' counterfeit and  
25 infringing goods, has violated the unfair competition laws of the state of California,  
26 specifically California Business & Professions Code § 17200 et seq.

27 87. Pursuant to California Civil Code Section 3294(a), Plaintiffs are also  
28 entitled to an award of punitive damages, by reason of Defendants' willful, intentional,



1 and malicious acts of common law unfair competition.

2 88. Plaintiffs have no adequate remedy at law. The conduct of Defendants has  
3 caused, and if not enjoined will continue to cause, Plaintiffs irreparable harm and  
4 damage Plaintiffs' trademarks and common law trademark rights and its business,  
5 reputation, and goodwill.

6  
7 **PRAYER FOR RELIEF**

8 WHEREFORE, the Plaintiffs respectfully request that the Court order the  
9 following relief:

10 1. That the Court enter an injunction ordering that Defendants, their agents,  
11 servants, employees, and all other persons in privity or acting in concert with them be  
12 enjoined and restrained from:

- 13
- 14 a. using any counterfeit or infringement of the Olaplex Trademarks to  
15 identify any goods not authorized by Plaintiffs;
  - 16 b. counterfeiting or infringing the Olaplex Trademarks by importing,  
17 manufacturing, distributing, selling, offering for sale, advertising,  
18 promoting, displaying any products bearing any simulation, reproduction,  
19 counterfeit, or copy of the Olaplex Trademarks;
  - 20 c. using any simulation, reproduction, counterfeit, or copy of the Olaplex  
21 Trademarks in connection with the importation, promotion, advertisement,  
22 display, sale, offering for sale, manufacture, production, circulation or  
23 distribution of any unauthorized products in such fashion as to relate or  
24 connect, or tend to relate or connect, such products in any way to Olaplex  
25 products, or to any goods sold, manufactured, sponsored or approved by,  
26 or connected with Olaplex products,
  - 27 d. making any statement or representation whatsoever, or using any false  
28 designation of origin or false description, or performing any act, which can

1 or is likely to lead the trade or public, or individual members thereof, to  
2 believe that any services provided, products manufactured, distributed,  
3 sold or offered for sale, or rented by Defendants are in any way associated  
4 or connected with Olaplex products;

5 e. engaging in any other conduct constituting an infringement of the Olaplex  
6 Trademarks, of Olaplex products' rights in, or to use or to exploit, said  
7 trademark, or constituting any weakening of Olaplex products' name,  
8 reputation and goodwill.

9 2. Defendants be ordered to recall all products bearing the Olaplex  
10 Trademarks or any other indicia confusingly or substantially similar thereof, which have  
11 been shipped by Defendants or under their authority, to any customer, including, but  
12 not limited to, any wholesaler, distributor, retailer, consignor, or marketer, and also to  
13 deliver to each customer a copy of this Court's order as it relates to said injunctive relief  
14 against Defendants.

15 3. Defendants be ordered to deliver for impoundment and destruction all  
16 merchandise, bags, boxes, labels, tags, signs, packages, receptacles, advertising, sample  
17 books, promotional materials, stationery and/or other materials in the possession,  
18 custody, or under the control of Defendants which are found to adopt or infringe any of  
19 the Olaplex Trademarks, or which otherwise unfairly compete with Plaintiffs and their  
20 products and services.

21 4. Defendants be ordered to file with this Court and serve upon Plaintiffs,  
22 within thirty (30) days of the entry of the injunction prayed for herein, a report in writing  
23 under oath and setting forth in detail the form and manner in which Defendants have  
24 complied with said permanent injunction, pursuant to 15 U.S.C. 1116(a);

25 5. Defendants be ordered to disclose their supplier(s) of the Counterfeit  
26 Products and provide all documents, correspondence, receipts, and/or invoices  
27 associated with the purchase of the Counterfeit Products.

28 6. Plaintiffs be awarded all damages caused by the acts forming the basis of

1 this Complaint.

2 7. Plaintiffs be awarded such damages and profits Plaintiffs have sustained  
3 as a consequence of Defendants' counterfeiting and infringement of the Olaplex  
4 Trademarks and to account for all gains, profits, and advantages derived by Defendants  
5 from the sale of their counterfeit and infringing merchandise bearing the Olaplex  
6 Trademarks and that the award to Plaintiffs be trebled as provided for under 15 U.S.C.  
7 § 1117; alternatively, that Plaintiffs be awarded statutory damages pursuant to 15 U.S.C.  
8 § 1117(c) of up to \$2,000,000 for each trademark that Defendants have willfully  
9 counterfeited and infringed.

10 8. Defendants be required to pay to Plaintiffs the costs of this action and  
11 Plaintiffs' reasonable attorneys' fees, pursuant to 15 U.S.C. § 1117(a) and the state  
12 statutes cited in this Complaint.

13 9. Based on Defendants' willful and deliberate infringement of the Olaplex  
14 Trademarks, and to deter such conduct in the future, Plaintiffs be awarded punitive  
15 damages.

16 10. Defendants be required to pay pre-judgment interest on all damages and  
17 profits awards.

18 11. That this Court retain jurisdiction of this action for the purpose of enabling  
19 Plaintiffs to apply to this Court at any time for such further orders and interpretation or  
20 execution of any Order entered in this action, for the modification of any such Order,  
21 for the enforcement or compliance therewith and for the punishment of any violations  
22 thereof.

23 12. That pursuant to 11 U.S.C. § 523(a)(6), Defendants be prohibited from a  
24 discharge under 11 U.S.C. § 727 for malicious, willful, and fraudulent injury to  
25 Plaintiffs.

1           13. Plaintiffs have such other and further relief as this Court may deem just  
2 and equitable.

3  
4 Dated: May 17, 2019

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16 Attorneys for Plaintiffs

17 **DEMAND FOR A JURY TRIAL**

18  
19 Plaintiffs hereby demand a trial by jury as to all issues to which a jury is  
20 permitted.

21  
22 Dated: May 17, 2019

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