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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CASE NO. 22-CV-6081

GIANNI VERSACE, S.R.L.,

Plaintiff,

v.

R & B ONLINE TRADING, CORP.; ROMAN
BONDARENKO; and “JOHN DOES” 1-5,

Defendants.

COMPLAINT

Gianni Versace S.r.l. (“Versace”) by and through its attorney of record, complaining of defendants R & B Online Trading, Corp.; Roman Bondarenko; and “John Does” 1-5 (hereinafter collectively referred to as “Defendants”) hereby alleges as follows:

STATEMENT OF THE CASE

1. Versace is the designer and distributor of some of the most iconic, world-famous, and recognizable luxury products in the world. Unfortunately, great success attracts clandestine companies and individuals unjustly enriching themselves by distributing cheap unauthorized imitation Versace merchandise in order to fool unsuspecting consumers and the public.

2. This action concerns the offering for sale, actual sale, and other distribution of a significant amount of merchandise bearing counterfeits and infringements of Versace’s distinctive trademarks and copyrights. Versace is forced to take action against a certain of Defendants, who previously entered into a settlement agreement with Versace, specifically enjoining its sales of

infringing merchandise, but continued to infringe on Versace's intellectual property in violation of the law and the settlement agreement.

3. By this conduct, Defendants have knowingly and willfully infringed Versace's valuable intellectual property, creating a strong likelihood of confusion among consumers who expect that merchandise bearing trademark and copyrights confusingly similar to Versace's are genuine Versace products when they are not. Further, Defendants actions tarnish the goodwill associated with Versace and its products.

4. Versace has expended a great amount of resources working to create and distribute its luxury line of products and they are compelled to take action for (i) trademark counterfeiting in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1114(a); (ii) trademark infringement in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1114(a); (iii) federal trademark dilution in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c); (iv) unfair competition, false designation or origin and false description in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); (v) copyright infringement in violation of the Copyright Act of 1976, 17 U.S.C. § 501; (vi) unfair and deceptive business practices in violation of N.Y.Gen.Bus.L. § 349; and (vii) breach of contract. The aforementioned conduct is causing monetary damage and other irreparable injuries to the general public and Versace.

PARTIES

5. Gianni Versace, S.r.l. is a company with its principal place of business located at Piazza Luigi Einaudi 4, 20124 Milan, Italy.

6. Upon information and belief, defendant R & B Online Trading, Corp. ("R&B") is a New York corporation with its principal place of business located at 1820 Avenue M, Suite 1003, Brooklyn, NY 11230.

7. Upon information and belief, defendant Roman Bondarenko aka Roman Bond (“Bondarenko”) is the President of R&B and therefore has the right and ability to control the action of the corporate defendant.

8. The identity of “John Does” 1-5 are not currently known to Versace. These John Doe defendants are the employers, contractors, suppliers, and others who aid and abet Defendants’ illegal activities. Versace will use its best efforts to identify these individuals, and upon further knowledge and investigation, Versace will amend its pleadings accordingly.

JURISDICTION AND VENUE

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

10. Defendants are subject to the Court’s jurisdiction because they have committed the acts complained of herein in this District and do business in this District. Specifically, Defendants have sold and shipped their infringing merchandise into Rockland County, New York. Further, R&B agreed to the jurisdiction of this Court in the settlement agreement entered into between the parties.

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

12. Venue is proper in this judicial District pursuant to 28 U.S.C. § 1391(b)(2) and (3).

FACTUAL ALLEGATIONS

A. Versace's Intellectual Property

14. The Versace brand has long been recognized as one of the world's leading international fashion design houses and is synonymous with Italian glamour and style. Founded in 1978 in Milan, Versace is known for its iconic and unmistakable style and unparalleled craftsmanship. Over the past several decades, the House of Versace has grown globally from its roots in haute couture, expanding into the design, manufacturing, distribution and retailing of ready-to-wear, accessories, footwear, eyewear, watches, jewelry, fragrance, and home furnishings businesses. Versace distributes its products through a worldwide distribution network, which includes boutiques located in the world's most glamorous cities, its e-commerce site, as well as through the most prestigious department and specialty stores worldwide.

15. Since its inception, Versace has used the VERSACE trademark and trade name to distinguish its fine quality merchandise. Throughout its storied history, Versace has expended great amounts of time, money, and effort advertising and promoting its trademarks globally, including throughout the United States and in this District. As a result of these investments and its widespread success, Versace has developed considerable goodwill and a reputation for the highest quality products. Versace has continuously used its trademarks to distinguish its products and uphold this reputation.

16. Versace is the owner of various trademarks registered with the United States Patent and Trademark Office ("USPTO"). Such trademarks include, but are not limited to the following, among others:

Trademark	USPTO Registration Number	Registration Date	Goods
	2,980,455	08/02/2005	<p>IC 008. US 023 028 044. G & S: Tableware, namely cutlery; forks, knives and spoons; sterling silver table forks, knives and spoons; domestic fireplace bellows.</p> <p>IC 021. US 002 013 023 029 030 033 040 050. G & S: Household or kitchen utensils and containers, namely, dinnerware; beverage-ware; glassware; sugar bowls; beer mugs; bottle openers; bowls; candle holders not of precious metal; china ornaments; cookware, namely non-electric frying pans; corkscrews; soap dispensers; figurines in China, crystal, earthenware, glass, porcelain and terracotta; holders for flowers and plants; perfume atomizers sold empty; plates; pots; soapboxes; soap holders; vases; flower baskets; porcelain and earthenware doorknobs and furniture handles for doors.</p>
	1,875,093	01/24/1995	<p>IC 021. US 002 003 013 023 030 033. G & S: kitchen utensils, namely serving spoons, basting spoons, cork screws, and napkin rings not of precious metal; household containers, namely ice buckets, containers for food and soap; beverage glassware; porcelain dishes in general, earthenware, namely mugs, basins, baskets, beverageware, bowls, buckets, cake servers, candle holders, chamber pots, commemorative plates, cookware, decorative plates, dishes, doorknobs made of porcelain or earthenware, figurines made of china, crystal, earthenware, glass, porcelain, or terracotta, vases.</p>

(Hereinafter collectively referred to as the “Versace Trademarks”).

17. The Versace Trademarks are valid, in full force and effect, protectable, and exclusively owned by Versace. Versace has continuously used the Versace Trademarks during all time periods relevant to Versace’s claims.

18. The Versace Trademarks have been used regularly in interstate commerce, including within this District, to identify and distinguish Versace’s high-quality products.

19. Due to the overwhelming amount of resources exhausted by Versace in order to create, protect, enforce, and promote the Versace Trademarks, the Versace Trademarks have achieved secondary meaning as identifiers of high-quality products.

20. The Versace Trademarks are well-known and recognized around the world and throughout the United States by consumers as signifying authentic, high-quality Versace products. As such, the Versace Trademarks qualify as famous marks as the term is used in 15 U.S.C. § 1125(c)(1) and achieved such fame prior to Defendants’ conduct that is the subject of this Complaint.

21. Further, Versace is the sole owner of the copyright to numerous copyright registrations with the United States Copyright Office which copyrighted images appear on authorized Versace merchandise. Such copyright registrations include, but are not limited to the following, among others:

Copyrighted Image	US Copyright Registration Number	Registration Date
	VA 1-110-970	12/07/2001

	VA 1-111-0971	12/07/2001
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(Hereinafter collectively referred to as the “Versace Copyrights”) (the Versace Trademarks and the Versace Copyrights are hereinafter collectively referred to as the “Versace IP Rights”).

B. Defendants’ Unauthorized Activities

22. Upon information and belief, Defendants are offering for sale, selling, and using in interstate commerce products bearing counterfeits and/or infringements of the Versace IP Rights (the “Infringing Product(s)”).

23. Defendants are willful infringers of the Versace IP Rights, causing irreparable harm to Versace and the unsuspecting public who are being defrauded into purchasing such Infringing Products.

24. Defendants have been advertising, offering for sale, and selling a great number of Infringing Products on the www.eBay.com (“eBay”) website under the “giftsplaza-usa” seller username.

25. In 2021, Versace originally discovered R&B selling a large number of Infringing Products on eBay and sent R&B a cease-and-desist letter concerning such illegal sales.

26. On or about August 9, 2021, Versace and R&B entered into a settlement agreement to avoid legal action between the parties (the “Settlement Agreement”).

27. Pursuant to Section 2(d) of the Settlement Agreement, R&B made the representations that it had “ceased all importation, distribution, and sale of Unauthorized

Merchandise.” For clarification, the term “Unauthorized Merchandise” is equivalent to the term “Infringing Products.”

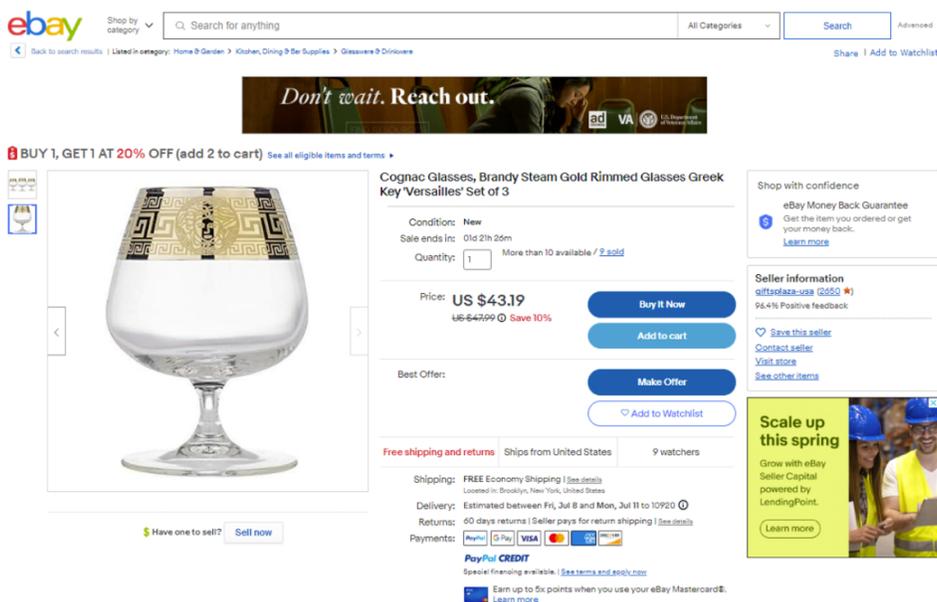
28. Pursuant to Section 2(e) of the Settlement Agreement, R&B also made the representation that it was no longer “marketing, advertising, or promoting Unauthorized Merchandise online or in any social media channels or in any other manner.”

29. Pursuant to Section 5 of the Settlement Agreement, R&B agreed that it would “cease to manufacture, import, distribute, offer to sell, sell, distribute, promote, advertise or otherwise deal in any Unauthorized Merchandise and shall permanently cease all unauthorized use of Versace IP...”.

30. However, R&B breached each and every one of these sections and R&B and Defendants infringed upon the Versace IP Rights.

31. On or about June 28, 2022, Versace’s agent made a purchase of a “Cognac Glasses, Brandy Steam Gold Rimmed Glasses Greek Key ‘Versailles’ Set of 3” for \$43.19 from Defendants (the “Purchase”). This price is drastically below the retail price of authentic Versace merchandise.

32. Below is a screenshot captured of the eBay listing of the Purchase:



33. Subsequently, Versace’s agent received, and Versace reviewed, the Purchase and confirmed that the Purchase was not authentic Versace merchandise and did, in fact, bear counterfeits and infringements of the Versace IP Rights.

34. Below is a photograph of the Purchase after it was received and its substantial similarity to the Versace IP Rights:

Versace’s IP Rights	The Infringing Product
	

35. It is clear that this Infringing Product bears confusingly similar reproductions of the Versace Trademarks and substantially similar reproductions of the Versace Copyrights. Due to the Infringing Product being practically identical to legitimate Versace merchandise, Defendants are knowingly infringing upon the Versace IP Rights.

36. Due to this continuing sale of Infringing Products, R&B is also in breach of the Settlement Agreement.

37. R&B’s unlawful breach of contract will undoubtedly persist without judicial intervention. As such, R&B must be restrained and enjoined from further violating the Settlement Agreement.

38. Upon information and belief, Bondarenko is directly involved with, and authorized, the unauthorized activities described herein. Bondarenko executed the Settlement Agreement on

behalf of R&B, thereby being fully aware of the infringing activity and continued personally to permit his company to distribute Infringing Products. Bondarenko has a financial interest in and the right and ability to control the action of the herein corporate defendant. Therefore, Bondarenko is directly, contributorily, and / or vicariously liable for the infringement of the Versace IP Rights.

39. Based upon the continued sale of Infringing Products, and despite having mutually agreed to the terms of the Settlement Agreement, Defendants are fully aware of their unauthorized activities, and it is clear that Defendants' infringement of the Versace IP Rights is willful.

40. Defendants' offer for sale and actual sale of the Infringing Products constitutes an unauthorized use in commerce of the Versace IP Rights in connection with the sale, offering for sale, and/or distribution of the Infringing Products.

41. The Infringing Products offered for sale, sold, and distributed by Defendants were not manufactured, authorized, or sponsored by Versace. Thus, consumers will be confused and disappointed by the differences between the Infringing Products distributed by Defendants and genuine Versace merchandise.

42. As a result of Defendants' actions, Versace is losing profits from lost sales of genuine product, suffering a loss of enormous goodwill created in the Versace IP Rights, and will continue to suffer such loss if Defendants are allowed to continue their illegal activity.

43. Upon information and belief, Defendants have knowingly and willfully engaged in their illicit activities in direct violation of Versace's rights and/or have shown a blatant disregard for the same. For these reasons, this qualifies as an exceptional case under 15 U.S.C. § 1117(a).

44. Versace has suffered irreparable injury as a direct and proximate result of (1) Defendants' wrongful distribution of the Infringing Products; and (2) R&B's material breach of the Settlement Agreement.

45. Versace has no adequate remedy at law.

46. Defendants' unlawful acts will undoubtedly persist without judicial intervention.

As such, Defendants must be restrained and enjoined from further violating Versace's well-established rights in and to the Versace IP Rights.

FIRST CLAIM FOR RELIEF

(Trademark Counterfeiting, 15 U.S.C. § 1114) – against all Defendants

47. Versace hereby realleges and incorporates by reference all prior allegations as set forth in Paragraphs 1 through 46.

48. Defendants have knowingly, intentionally, and without the consent of Versace, used in commerce reproductions, counterfeits, and/or copies and/or spurious designations that are identical with, or substantially indistinguishable from the Versace Trademarks, in connection with the sale, offering for sale, distribution, or advertising of goods covered by USPTO registrations for the Versace Trademarks. Such use is likely to: cause confusion or mistake or deceive consumers; cause consumers to believe Defendants' counterfeit merchandise is affiliated with, sponsored by, authorized, or approved by, or is otherwise associated with Versace despite the fact that it is not.

49. Defendants have intentionally used these reproductions, counterfeits, and/or copies and/or spurious designations that are identical with, or substantially indistinguishable from the Versace Trademarks, knowing they are counterfeit, in connection with the advertisement, promotion, sale, offering for sale, and distribution of goods.

50. Defendants' use of the Versace Trademarks to advertise, promote, offer for sale, distribute, and sell goods bearing counterfeits was and is without the consent of Versace.

51. Defendants' use of the Versace Trademarks was willful and done with the

knowledge that the marks are counterfeit, and as such, Defendants' acts constitute willful trademark counterfeiting in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

52. Defendants' acts constitute use in commerce of the Versace Trademarks.

53. Upon information and belief, Bondarenko is directly involved with, and authorized, the unauthorized activities described herein; Bondarenko is aware of the infringing activity and continued personally to permit his company to distribute Infringing Product. Bondarenko has a financial interest in and the right and ability to control the actions of the herein corporate defendant. Therefore, Bondarenko is directly, contributorily, and / or vicariously liable for trademark counterfeiting.

54. For the aforementioned reasons, Versace is entitled to: (a) damages for all of Defendants' profits derived from their unlawful conduct and/or Versace's lost profits from sales of genuine goods due to Defendants' conduct, trebled, to the full extent provided under Sections 35(a) and 35(b) of the Lanham Act, 15 U.S.C. § 1117(a)-(b), or alternatively, statutory damages in the amount of up to \$2,000,000 for each mark counterfeited as provided by 15 U.S.C. § 1117(c) of the Lanham Act; and (b) reasonable attorneys' fees, investigative fees, and pre-judgment interest according to 15 U.S.C. § 1117(b).

55. Versace has no adequate remedy at law for Defendants' ongoing wrongful conduct. Versace has been, and absent injunctive relief will continue to be, irreparably harmed by Defendants' actions.

SECOND CLAIM FOR RELIEF
(Trademark Infringement, 15 U.S.C. §1114) – against all Defendants

56. Versace hereby realleges and incorporates by reference all prior allegations as set forth in Paragraphs 1 through 46.

57. Based on Versace's extensive advertising under the Versace Trademarks, its extensive sales and the wide popularity of Versace merchandise, the Versace Trademarks have acquired secondary meaning such that any product and advertisement bearing such trademarks is immediately associated by purchaser and the public as being a product and affiliate of Versace.

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

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

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

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

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

63. Defendants' unauthorized use of the Versace Trademarks has resulted in Defendants unfairly benefiting from Versace's advertising and promotion, and profiting from the reputation of Versace and the Versace Trademarks, to the substantial and irreparable injury of the public, Versace, and the Versace Trademarks and the substantial goodwill represented thereby.

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

65. Upon information and belief, Bondarenko is directly involved with, and authorized, the unauthorized activities described herein; Bondarenko is aware of the infringing activity and continued personally to permit his company to distribute Infringing Products. Bondarenko has a financial interest in and the right and ability to control the actions of the herein corporate defendant. Therefore, Bondarenko is directly, contributorily, and / or vicariously liable for trademark infringement.

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

67. Versace has no adequate remedy at law for Defendants' ongoing wrongful conduct. Versace has been, and absent injunctive relief will continue to be, irreparably harmed by Defendants' actions.

THIRD CLAIM FOR RELIEF
(Unfair Competition, False Designation of Origin & False Description, 15 U.S.C. § 1125(a))
– against all Defendants

68. Versace hereby realleges and incorporates by reference all prior allegations as set forth in Paragraphs 1 through 46.

69. Defendants' sale, offering for sale, distribution, or advertising of goods bearing the Versace Trademarks constitutes use in commerce of false designations of origin and false and misleading descriptions and representations that Defendants' counterfeit merchandise is affiliated with, sponsored by, authorized, or approved by, or is otherwise associated with Versace despite the fact that it is not. As a result of Defendants' unauthorized use of the Versace Trademarks, the public is likely to be misled and confused as to the source, sponsorship, or affiliation of Defendants' counterfeit merchandise.

70. Defendants' sale, offering for sale, distribution, or advertising of goods bearing the Versace Trademarks constitutes unfair competition as it is intended to cause confusion and deceive consumers and trades upon the established reputation and goodwill of Versace.

71. Defendants' conduct is willful, intended to reap the benefit of Versace's established goodwill, and violates Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), all to the severe detriment of Versace.

72. Defendants' acts entitle Versace to damages for all of Defendants' profits derived from their past unlawful conduct and/or for all of Versace's lost profits from lost sales of genuine goods due to Defendants' conduct, trebled, to the full extent provided under Sections 35(a) and 35(b) of the Lanham Act, 15 U.S.C. § 1117(a)-(b), or in the alternative to statutory damages under Section 35(c) of the Lanham Act, 15 U.S.C. § 1117(c).

73. Versace has no adequate remedy at law for Defendants' ongoing wrongful conduct. Versace has been, and absent injunctive relief will continue to be, irreparably harmed by Defendants' actions.

FOURTH CLAIM FOR RELIEF
(Federal Trademark Dilution, 15 U.S.C. § 1125(c)) – against all Defendants

74. Versace hereby realleges and incorporates by reference all prior allegations as set forth in Paragraphs 1 through 46.

75. Defendants' use of the Versace Trademarks or marks confusingly similar thereto in order to sell their products constitutes Defendants' commercial use in commerce of the Versace Trademarks.

76. The Versace Trademarks are world famous and distinctive. They achieved such status long prior to Defendants' activities complained of herein.

77. Defendants' use of the Versace Trademarks on the Internet to advertise unauthorized merchandise constitutes tarnishment of the Versace Trademarks.

78. Versace is suffering and will continue to suffer irreparable harm from Defendants' dilutive activities.

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

80. Defendants have intentionally and willfully appropriated the Versace Trademarks and traded on Versace's reputation.

81. Defendants' wrongful acts of dilution will continue unless enjoined by this Court.

FIFTH CLAIM FOR RELIEF
(Copyright Infringement, 17 U.S.C. § 501) – against all Defendants

82. Versace hereby realleges and incorporates by reference all prior allegations as set forth in paragraphs 1 through 46.

83. Versace is the sole owner of all right, title, and interest in and to the Versace Copyrights.

84. Pursuant to 17 U.S.C. § 106, Versace has the exclusive rights to copy, reproduce,

distribute, publicly display, and prepare derivative works based on the Versace Copyrights.

85. Within the past three (3) years, Defendants have unlawfully copied, reproduced, and distributed the Versace Copyrights which are protected and covered by Versace's copyright registrations.

86. Versace has never authorized Defendants, by license or otherwise, to duplicate, distribute, or in any other way utilize the Versace Copyrights.

87. Defendants' acts constitute infringement of the exclusive rights afforded to Versace under 17 U.S.C. § 106 and by virtue of Versace's copyright registrations.

88. Defendants have committed all the acts alleged herein deliberately, willfully, and with reckless disregard for Versace's rights.

89. Upon information and belief, Bondarenko is directly involved with, and authorized, the unauthorized activities described herein; Bondarenko is aware of the infringing activity and continued personally to permit his company to distribute Infringing Products. Bondarenko has a financial interest in and the right and ability to control the actions of the herein corporate defendant. Therefore, Bondarenko is directly, contributorily, and / or vicariously liable for copyright infringement.

90. Defendants have continued to infringe the Versace Copyrights and unless permanently enjoined by order of this Court, will continue to infringe the Versace Copyrights, all to Versace's irreparable injury and detriment leaving Versace without an adequate remedy at law.

91. Versace is entitled to actual damages and Defendants' profits attributable to their infringement of the Versace Copyrights or, at Versace's election, pursuant to 17 U.S.C. § 504(c), statutory damages for Defendants' willful copyright infringement not to exceed \$150,000 per work.

SIXTH CLAIM FOR RELIEF

(Unfair and Deceptive Business Practices, N.Y. Gen. Bus. L. § 349) – against all Defendants

92. Versace hereby realleges and incorporates by reference all prior allegations as set forth in paragraphs 1 through 46.

93. By distributing substantially inferior goods bearing the Versace IP Rights, consumer have been tricked to believe that these inferior goods are authorized Versace products when they are not.

94. This wrongful conduct was consumer-oriented within the meaning of Section 349 as it is the intent of Defendants to distribute Infringing Products into the marketplace and therefore harm the general consuming public.

95. Because of this deceptive conduct, Versace has been and will continue to be damaged both monetarily and in ways impossible to remedy through monetary judgment.

SEVENTH CLAIM FOR RELIEF
(Breach of Contract) – against R&B

96. Versace hereby re-alleges and incorporates by reference all prior allegations as set forth in Paragraphs 1 through 46.

97. Versace and R&B entered into a binding contract in the form of the Settlement Agreement.

98. R&B willfully and materially breached the Settlement Agreement by willfully continuing to offer for sale, sell, and distribute merchandise that infringes upon the Versace IP Rights.

99. Due to R&B's willful and material breach of the Settlement Agreement, R&B is liable for damages for their illegal acts and also Versace's costs including the attorneys' fees

associated with enforcing the Settlement Agreement.

100. Because of this willful and material breach, Versace has been and will continue to be damaged both monetarily and in ways impossible to remedy through monetary judgment.

PRAYER FOR RELIEF

WHEREFORE, Versace respectfully requests that the Court order the following relief:

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

- a) using any infringement of the Versace IP Rights to identify any goods not authorized by Versace;
- b) counterfeiting or infringing the Versace Trademarks by importing, manufacturing, distributing, selling, offering for sale, advertising, promoting, displaying any products bearing any simulation, reproduction, counterfeit, or copy of the Versace Trademarks;
- c) using any simulation, reproduction, counterfeit, or copy of the Versace Trademarks in connection with the importation, promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation, or distribution of any unauthorized products in such fashion as to relate or connect, or tend to relate or connect, such products in any way to Versace, or to any goods sold, manufactured, sponsored, or approved by, or connected with Versace;
- d) making any statement or representation whatsoever, or using any false designation of origin or false description, or performing any act, which can or is likely to lead the trade or public, or individual members thereof, to believe that any services provided, products manufactured, distributed, sold, or offered for sale, or rented by Defendants are in any way

associated or connected with Versace;

e) engaging in any other conduct constituting an infringement of the Versace IP Rights, of Versace's rights in, or to use or to exploit, said rights, or constituting any weakening of Versace's name, reputation, and / or goodwill.

II. That Defendants be required to deliver for destruction all unauthorized materials bearing any of the Versace Trademarks in association with unauthorized goods and the means for production of same pursuant to 15 U.S.C. § 1118.

III. Requiring Defendants to pay to Versace such damages for all of Defendants' profits derived from their unlawful conduct and/or Versace's lost profits from sales of genuine goods due to Defendants' infringement, counterfeiting, false designation of origin, unfair competition trebled to the full extent provided under Sections 35(a) and 35(b) of the Lanham Act, 15 U.S.C. § 1117(a)-(b), or alternatively, statutory damages in the amount of up to \$2,000,000 for each mark counterfeited as provided by 15 U.S.C. § 1117(c) of the Lanham Act.

IV. That Defendants be required to pay to Versace any actual or statutory damages, if Versace so elects, of up to \$30,000 for each copyrighted work infringed for all infringements with respect to that work, pursuant to 17 U.S.C. § 504(c)(1). If the Court finds that any infringement was committed willfully, Versace prays for statutory damages, if Versace so elects, of up to \$150,000 for each copyrighted work infringed for all willful infringements with respect to that work, pursuant to 17 U.S.C. § 504(c)(2).

V. That Defendants be required to deliver for destruction all unauthorized materials bearing any of the Versace Copyrights in association with unauthorized goods and the means for production of same pursuant to 17 U.S.C. § 503.

VI. Ordering that Defendants compensate Versace for the costs of this action, reasonable

attorneys' fees, investigative fees, and pre-judgment interest according to 15 U.S.C. § 1117(b) and 17 U.S.C. § 512(f).

VII. Versace be awarded its actual damages and attorneys' fees pursuant to N.Y. Gen. Bus. L. § 349.

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

IX. Versace be awarded their costs of action including attorneys' fees pursuant to the Settlement Agreement.

X. Defendant R&B be enjoined from further breaching the Settlement Agreement.

XI. Directing that this Court retain jurisdiction of this action for the purpose of enabling Versace to apply to the Court at any time for such further orders and interpretation or execution of any Order entered in this action, for the modification of any such Order, for the enforcement or compliance therewith and for the punishment of any violations thereof.

XII. Ordering that pursuant to 11 U.S.C. § 523(a)(6), Defendants be prohibited from a discharge under 11 U.S.C. § 727 for malicious, willful, and fraudulent injury to Versace.

XIII. Awarding to Versace such other and further relief as the Court may deem just and proper, together with the costs and disbursements that Versace have incurred in connection with this action.

LEE LAW, PLLC



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Dated: July 18, 2022