

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; AMAZON.COM SERVICES LLC, a Delaware limited liability company; and CROCS, INC., a Delaware corporation,

Plaintiffs,

v.

MAYER D. COHEN, an individual; DOOFER LLC, a New Jersey limited liability company; BARBADOS LEATHER, INC., a New Jersey corporation; and DOES 1-10,

Defendants.

No.

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**

I. INTRODUCTION

1. This case involves Defendants' unlawful and expressly prohibited sale of counterfeit footwear bearing the trademarks of Crocs, Inc. ("Crocs"). Plaintiffs Amazon.com, Inc., Amazon.com Services LLC (collectively, "Amazon"), and Crocs jointly bring this lawsuit to permanently prevent and enjoin Defendants from causing future harm to Amazon's and Crocs' customers, reputations, and intellectual property ("IP"), and to hold Defendants accountable for their illegal actions.

2. Amazon.com Services LLC owns and operates the Amazon.com store (the "Amazon Store"), and Amazon's affiliates own and operate equivalent counterpart international

1 stores and websites. Amazon's stores offer products and services to customers in more than 100
2 countries around the globe. Some of the products are sold directly by Amazon entities, while
3 others are sold by Amazon's numerous third-party selling partners. The Amazon brand is one of
4 the most well-recognized, valuable, and trusted brands in the world. To protect its customers and
5 safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources
6 to prevent counterfeit and infringing goods from being sold in its stores. Amazon has invested
7 billions of dollars and employed thousands of people—including machine learning scientists,
8 software developers, and expert investigators—who are dedicated to protecting customers,
9 brands, selling partners, and Amazon's stores from counterfeits, fraud, and other forms of
10 abuses.

11 3. Crocs, Inc., is a global leader in casual footwear for women, men, and children.
12 Crocs products are sold in more than 80 countries worldwide and the company sells more than a
13 hundred million pairs of shoes annually through retail, wholesale, and e-commerce channels. The
14 company's flagship product, the iconic Crocs Classic Clog, has achieved worldwide recognition
15 and has become synonymous with the Crocs brand.¹ The success of the Crocs brand is
16 attributable to the unique design of its footwear, the comfort provided by its proprietary Croslite
17 material, extensive marketing efforts, high-profile collaborations, and widespread media
18 recognition. Over the years, Crocs has developed substantial goodwill and reputation in the
19 CROCS brand and its products, resulting in a loyal consumer following across numerous
20 jurisdictions. To protect this valuable goodwill and the distinctiveness of its products, Crocs has
21 made substantial investments in intellectual property rights worldwide. Crocs owns and
22 maintains an extensive portfolio of intellectual property rights, including trademarks, design
23 patent, copyrights, and utility patents protecting various aspects of Crocs footwear and related
24 products, including registrations protecting the distinctive three-dimensional shape and
25

26 ¹ The Crocs Classic Clog is a clog-shaped shoe with an instantly recognizable design that includes a pattern of holes
27 on the upper, a horizontal strip running around the front of the shoe patterned with trapezoidal openings and slight
texture and an overall boxy profile with a distinctive upturned toe around the front of the shoe. Images of the Classic
Clog can be found on Crocs' website at <https://www.crocs.com/c/classic-styles/classic-clogs>.

appearance of the Classic Clog. These rights serve to identify Crocs as the exclusive source of its products and distinguish its footwear from that of competitors. As a result of decades of commercial success, continuous use, extensive promotion, and substantial consumer recognition, the CROCS brand has become one of the best-known footwear brands in the market.

4. Crocs owns, manages, enforces, licenses, and maintains IP, including various trademarks. Relevant to this Complaint, Crocs owns the following registered trademarks (the “Crocs Trademarks”).

<u>Mark</u>	<u>Registration No. (International Classes)</u>
CROCS	Reg. No. 4,179,863 (25)
	Reg. No. 4,191,090 (9, 25, 35)
	Reg. No. 5,149,328 (25)

True and correct copies of the registration certificates for the Crocs Trademarks are attached as **Exhibit A.**²

5. Beginning in July 2017, Defendants registered with Amazon to sell in the Amazon Store. After extensive outside investigation, Plaintiffs determined that Defendants likely obfuscated their identities as the owners of the selling accounts at issue, and they may have used falsified identity documents and fraudulent information in a deliberate attempt to conceal their identities and locations and to circumvent Amazon’s verification processes. From May 2025 through October 2025, Defendants advertised, marketed, offered, distributed, and sold counterfeit Crocs-branded footwear in the Amazon Store (namely, unauthorized imitations of the Crocs Classic Clog), using the Crocs Trademarks, without authorization, in order to deceive

² Reg. No. 5,149,328 depicts a drawing of the Crocs Classic Clog.

1 customers about the authenticity and origin of the products and the products' affiliation with
2 Crocs.

3 6. As a result of their illegal actions, Defendants have infringed and misused Crocs'
4 IP; breached their contracts with Amazon; willfully deceived and harmed Amazon, Crocs, and
5 their customers; compromised the integrity of the Amazon Store; and undermined the trust that
6 customers place in Amazon and Crocs. Defendants' illegal actions have caused Amazon and
7 Crocs to expend significant resources to investigate and combat Defendants' wrongdoing and to
8 bring this lawsuit to prevent Defendants from inflicting future harm to Amazon, Crocs, and their
9 customers.

10 II. PARTIES

11 7. Amazon.com, Inc. is a Delaware corporation with its principal place of business
12 in Seattle, Washington. Amazon.com Services LLC is a Delaware limited liability company with
13 its principal place of business in Seattle, Washington.

14 8. Crocs is a Delaware corporation with its principal place of business in
15 Broomfield, Colorado.

16 9. Defendants are a collection of individuals and entities, both known and unknown,
17 who conspired and operated in concert with each other to engage in the counterfeiting scheme
18 alleged in this Complaint. Defendants operated, controlled, and/or were responsible for the
19 selling accounts detailed in **Attachment 1** (the "Selling Accounts"). On information and belief,
20 in many cases, Defendants have taken intentional and affirmative steps to hide their true
21 identities and whereabouts from Amazon and Crocs by using falsified and/or fraudulent identity
22 documents and other falsified information to conduct their activities and to circumvent
23 Amazon's verification processes. Defendants are subject to liability for their wrongful conduct
24 both directly and under principles of secondary liability including, without limitation, *respondeat*
25 *superior*, vicarious liability, and/or contributory infringement.

26 10. On information and belief, Defendant Mayer D. Cohen ("Cohen") is an individual
27 residing in Deal, New Jersey. Defendant Cohen personally participated in and/or had the right

1 and ability to supervise, direct, and control the wrongful conduct alleged in this Complaint, and
2 he derived a direct financial benefit from that wrongful conduct.

3 11. On information and belief, Defendant Doofter LLC (“Doofter”) is a New Jersey
4 limited liability company with its principal place of business in Brooklyn, New York. Defendant
5 Doofter personally participated in and/or had the right and ability to supervise, direct, and control
6 the wrongful conduct alleged in this Complaint, and it derived a direct financial benefit from that
7 wrongful conduct.

8 12. On information and belief, Defendant Barbados Leather, Inc. (“Barbados”) is a
9 New Jersey limited liability company with its principal place of business in Deal, New Jersey.
10 Defendant Barbados personally participated in and/or had the right and ability to supervise,
11 direct, and control the wrongful conduct alleged in this Complaint, and it derived a direct
12 financial benefit from that wrongful conduct.

13 13. On information and belief, Defendants Does 1-10 (the “Doe Defendants”) are
14 individuals and/or entities working in active concert with each other and the named Defendants
15 to knowingly and willfully manufacture, import, advertise, market, offer, distribute, and sell
16 counterfeit Crocs-branded products. The identities of the Doe Defendants are presently unknown
17 to Plaintiffs.

18 **III. JURISDICTION AND VENUE**

19 14. The Court has subject matter jurisdiction over Crocs’ Lanham Act claim for
20 trademark counterfeiting and trademark infringement, and Amazon’s and Crocs’ Lanham Act
21 claims for false designation of origin, pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and
22 1338(a). The Court has subject matter jurisdiction over Amazon’s breach of contract claim, and
23 Amazon’s and Crocs’ claims for violation of the Washington Consumer Protection Act, pursuant
24 to 28 U.S.C. §§ 1332 and 1367.

25 15. The Court has personal jurisdiction over Defendants because they transacted
26 business and committed tortious acts within and directed to the State of Washington, and
27 Amazon’s and Crocs’ claims arise from those activities. Defendants affirmatively undertook to

1 do business with Amazon, a corporation with its principal place of business in Washington, and
2 they sold in the Amazon Store products bearing counterfeit versions of the Crocs Trademarks
3 and which otherwise infringed Crocs' IP. Additionally, Defendants shipped products bearing
4 counterfeit versions of the Crocs Trademarks to consumers in Washington. Each Defendant
5 committed, or facilitated the commission of, tortious acts in Washington and has wrongfully
6 caused Amazon and Crocs substantial injury in Washington.

7 16. Further, Defendants have consented to the jurisdiction of this Court by agreeing to
8 the Amazon Services Business Solutions Agreement ("BSA"), which provides that the
9 "Governing Courts" for claims to enjoin infringement or misuse of IP rights and claims related to
10 the sale of counterfeit products in the Amazon Store are the state or federal courts located in
11 King County, Washington.

12 17. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a
13 substantial part of the events giving rise to the claims occurred in the Western District of
14 Washington. Venue is also proper in this Court because Defendants consented to it under the
15 BSA.

16 18. Pursuant to Local Civil Rule 3(e), intra-district assignment to the Seattle Division
17 is proper because the claims arose in this Division, where (a) Amazon resides, (b) injuries giving
18 rise to suit occurred, and (c) Defendants directed their unlawful conduct.

19 IV. FACTS

20 A. Amazon's Efforts to Prevent the Sale of Counterfeit Goods.

21 19. Amazon works hard to build and protect the reputation of its stores as places
22 where customers can conveniently select from a wide array of authentic goods and services at
23 competitive prices. Amazon invests vast resources to ensure that when customers make
24 purchases in Amazon's stores—either directly from Amazon entities or from one of its millions
25 of third-party sellers—customers receive authentic products made by the true manufacturer of
26 those products.
27

1 20. A small number of bad actors seek to take advantage of the trust customers place
2 in Amazon by attempting to create Amazon selling accounts to advertise, market, offer,
3 distribute, and sell counterfeit products. These bad actors seek to misuse and infringe the
4 trademarks and other IP of the true manufacturers of those products to deceive Amazon and its
5 customers. This unlawful and expressly prohibited conduct undermines the trust that customers,
6 sellers, and manufacturers place in Amazon, and tarnishes Amazon's brand and reputation,
7 thereby causing irreparable harm to Amazon.

8 21. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly
9 innovating on behalf of its customers and working with brands, manufacturers, rights owners,
10 and others to improve the detection and prevention of counterfeit products from ever being
11 offered to customers in Amazon's stores. Amazon employs dedicated teams of software
12 engineers, research scientists, program managers, and investigators to prevent counterfeits from
13 being offered in Amazon's stores. Amazon's systems automatically and continuously scan
14 thousands of data points to prevent, detect, and remove counterfeits from its stores and to
15 terminate the selling accounts of bad actors before they can offer counterfeit products. When
16 Amazon identifies issues based on this feedback, it takes action to address them. Amazon also
17 uses this intelligence to improve its proactive prevention controls. In 2025, Amazon's proactive
18 controls blocked more than 99.9% of suspected infringing listings before a brand ever had to find
19 and report them.

20 22. In 2017, Amazon launched Brand Registry, a free service that offers rights owners
21 an enhanced suite of tools for monitoring and reporting potential instances of infringement,
22 regardless of whether they sell in Amazon's stores. Brand Registry delivers automated brand
23 protections that use machine learning to predict infringement and proactively protect brands' IP.
24 Brand Registry also provides a powerful Report a Violation Tool that allows brands to search
25 for, identify, and report potentially infringing products using state-of-the-art image search
26 technology.

23. In 2018, Amazon launched Transparency, a product serialization service that prevents counterfeits from reaching customers for enrolled products. Brands enrolled in Transparency can apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers, law enforcement, and customers to determine the authenticity of any Transparency-enabled product, regardless of where the product was purchased. More than 2.75 billion product units have been verified as genuine through Amazon's Transparency program.

24. In 2019, Amazon launched Project Zero, a program to empower brands to help Amazon drive counterfeits to zero. Project Zero introduced a novel self-service counterfeit removal tool that enables brands to remove counterfeit listings directly from Amazon's stores. This enables brands to take down counterfeit product offerings on their own within minutes. Since launch, more than 35,000 brands have enrolled in Project Zero.

25. Amazon uses advanced technology and expert human reviewers to verify the identities of potential sellers. When prospective sellers apply to sell in Amazon's stores, they are required to provide government-issued photo IDs, business credentials, bank statements, and proof of address—cross-checked against internal and external databases where possible. Amazon employs advanced identity detection methods such as document forgery detection, image and video verification, and other technologies to quickly confirm the authenticity of government-issued IDs and whether such IDs match the individual applying to sell in Amazon's stores. In addition to verifying IDs, Amazon's systems analyze numerous data points, including behavior signals and connections to previously detected bad actors, to detect and prevent risks.

26. Similarly, throughout the selling experience in Amazon's stores, Amazon's systems monitor selling accounts to identify anomalies or changes in account information, behaviors, and other risk signals. In the event that Amazon identifies a risk of fraud or abuse, it promptly initiates an investigation using automated and/or human review, may request additional information, and swiftly removes bad actors from its stores.

27. In addition to the measures discussed above, Amazon actively cooperates with rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in

1 illegal activity. Lawsuits, like this one, as well as criminal referrals, are integral components of
2 Amazon's efforts to combat counterfeits and other inauthentic products. Since its launch in 2020,
3 Amazon's Counterfeit Crimes Unit has pursued more than 32,000 bad actors through litigation
4 and criminal referrals to law enforcement.

5 **B. Crocs and Its Anti-Counterfeiting Efforts.**

6 28. Crocs goes to great lengths to protect consumers from counterfeit and infringing
7 products and is committed to leading global efforts to combat counterfeiting and intellectual
8 property infringement. As one of the world's most recognized footwear brands, Crocs actively
9 monitors both online and offline sales channels to identify unauthorized uses of its trademarks,
10 distinctive product designs, and other intellectual property rights. Crocs dedicates significant
11 internal resources to brand protection and works closely with specialized external partners,
12 investigators, counsel, customs authorities, law enforcement agencies, and e-commerce stores to
13 detect and disrupt counterfeit activity.

14 29. As part of these efforts, Crocs utilizes advanced monitoring and enforcement
15 programs to identify and remove listings, sellers, manufacturers, and distribution networks
16 involved in the sale of counterfeit or otherwise infringing products across online and offline
17 channels. Through these coordinated enforcement activities, Crocs seeks to protect consumers
18 from substandard and potentially unsafe counterfeit products, preserve the integrity of its brand,
19 and safeguard the substantial goodwill associated with its intellectual property.

20 30. In close coordination with customs authorities and law enforcement agencies
21 around the world, Crocs regularly conducts investigations, seizures, raids, and other enforcement
22 actions targeting counterfeit supply chains. In 2025 alone, Crocs and its enforcement partners
23 seized more than 3.5 million counterfeit and infringing products worldwide and secured the
24 removal of more than 160,000 infringing listings online worldwide, disrupting counterfeit
25 operations at every stage of the supply chain, from manufacturing and distribution to online sales
26 and fulfillment.

31. These efforts form part of a broader global brand protection strategy through which Crocs regularly investigates infringement, pursues administrative and legal enforcement actions, engages with store operators, and takes action against counterfeiters and other parties that seek to unlawfully capitalize on the reputation, goodwill, and commercial success associated with the CROCS brand. Through these coordinated efforts, Crocs protects consumers, supports legitimate commerce, and preserves the value and distinctiveness of the intellectual property rights that underpin the globally recognized CROCS brand.

C. Defendants Created Amazon Selling Accounts, Agreed Not to Sell Counterfeit Goods, Agreed to Provide Accurate Information to Amazon, and Agreed to Reimburse Amazon for Damages Arising from Customer Refunds.

32. Between July 2017 and October 2025, Defendants established, controlled, and operated the two Selling Accounts listed in Attachment 1. Defendants used these Selling Accounts to advertise, market, offer, distribute, and sell counterfeit Crocs-branded products. In connection with these Selling Accounts, Defendants provided Amazon with names, email addresses, phone numbers, a tax identification number, bank information, and either government-issued identification for an individual acting on behalf of the Selling Account or a copy of a government-issued record or tax document for the entity operating the Selling Account. Plaintiffs were able to identify Defendants as the primary recipients of the proceeds of the counterfeit sales for the Selling Accounts based on investigation of certain financial information that Defendants provided to Amazon. Plaintiffs' investigation determined that Defendants may have taken active steps to mislead Amazon, circumvent Amazon's verification processes, and conceal their true locations and identities by providing falsified and/or fraudulent identity documents and information in connection with the Selling Accounts.

33. To become a third-party seller in the Amazon Store, an applicant is required to agree to the BSA, which governs the seller's access to and use of Amazon's services and states Amazon's rules for selling in the Amazon Store. By entering into the BSA, each seller represents and warrants that it "will comply with all applicable Laws in [the] performance of its obligations and exercise of its rights" under the BSA. A true and correct copy of the applicable version of

the BSA, namely, the version Defendants last agreed to when using Amazon’s services, is attached as **Exhibit B**.

34. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit goods as “deceptive, fraudulent, or illegal activity” that violates Amazon’s policies, and Amazon reserves the right to withhold payments and terminate the selling account of any bad actor who engages in such conduct. Ex. B ¶¶ 2-3. The BSA requires the seller to defend, indemnify, and hold Amazon harmless against any claims or losses arising from the seller’s “actual or alleged infringement of any Intellectual Property Rights.” *Id.* ¶ 6.1.

35. Additionally, the BSA incorporates, and sellers therefore agree to be bound by, Amazon’s Program Policies. The BSA defines “Program Policies” as “all policies and program terms provided on the Program Policies page,” which contains a hyperlink to a webpage where those policies are listed. One of the Program Policies is Amazon’s Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit C**.

36. The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon Store:

- The sale of counterfeit products is strictly prohibited.
- You may not sell any products that are not legal for sale, such as products that have been illegally replicated, reproduced, or manufactured[.]
- You must provide records about the authenticity of your products if Amazon requests that documentation[.]

Failure to abide by this policy may result in loss of selling privileges, funds being withheld, destruction of inventory in our fulfillment centers, and other legal consequences.

Id.

37. Amazon’s Anti-Counterfeiting Policy further describes Amazon’s commitment to preventing the sale and distribution of counterfeit goods in the Amazon Store, and describes the consequences of selling inauthentic products:

- **Sell Only Authentic and Legal Products.** It is your responsibility to source, sell, and fulfill only authentic products that are legal for sale. Examples of prohibited products include:

- o Bootlegs, fakes, or pirated copies of products or content
- o Products that have been illegally replicated, reproduced, or manufactured
- o Products that infringe another party's intellectual property rights
- Maintain and Provide Inventory Records. Amazon may request that you provide documentation (such as invoices) showing the authenticity of your products or your authorization to list them for sale. You may remove pricing information from these documents, but providing documents that have been edited in any other way or that are misleading is a violation of this policy and will lead to enforcement against your account.
- Consequences of Selling Inauthentic Products. If you sell inauthentic products, we may immediately suspend or terminate your Amazon selling account (and any related accounts), destroy any inauthentic products in our fulfillment centers at your expense, and/or withhold payments to you.
- Amazon Takes Action to Protect Customers and Rights Owners. Amazon also works with manufacturers, rights holders, content owners, vendors, and sellers to improve the ways we detect and prevent inauthentic products from reaching our customers. As a result of our detection and enforcement activities, Amazon may:
 - o Remove suspect listings.
 - o Take legal action against parties who knowingly violate this policy and harm our customers. In addition to criminal fines and imprisonment, sellers and suppliers of inauthentic products may face civil penalties including the loss of any amounts received from the sale of inauthentic products, the damage or harm sustained by the rights holders, statutory and other damages, and attorney's fees.
- Reporting Inauthentic Products. We stand behind the products sold on our site with our A-to-z Guarantee, and we encourage rights owners who have product authenticity concerns to notify us. We will promptly investigate and take all appropriate actions to protect customers, sellers, and rights holders. You may view counterfeit complaints on the Account Health page in Seller Central.

Id.

38. Additionally, under the BSA, sellers agree that the information and documentation they provide to Amazon in connection with their selling accounts—such as identification, contact, and banking information—will, at all times, be valid, truthful, accurate, and complete. Specifically, the BSA requires that:

- 1 • As part of the application [process], you must provide us with your (or your
2 business') legal name, address, phone number and e-mail address, as well as
3 any other information we may request. Ex. B ¶ 1.
- 4 • You will use only a name you are authorized to use in connection with a[ny
5 Amazon] Service and will update all of the information you provide to us in
6 connection with the Services as necessary to ensure that it at all times remains
7 accurate, complete, and valid. *Id.* ¶ 2.
- 8 • Each party represents and warrants that: (a) if it is a business, it is duly
9 organized, validly existing and in good standing under the Laws of the
10 country in which the business is registered and that you are registering for the
11 Service(s) within such country; (b) it has all requisite right, power, and
12 authority to enter this Agreement, perform its obligations, and grant the rights,
13 licenses, and authorizations in this Agreement; (c) any information provided
14 or made available by one party to another party or its Affiliates is at all times
15 accurate and complete[.] *Id.* ¶ 5.

16 39. When Defendants registered as third-party sellers in the Amazon Store and
17 established their Selling Accounts, they agreed not to advertise, market, offer, distribute, or sell
18 counterfeit products, and they further agreed to provide Amazon with accurate and complete
19 information and to ensure that information remained accurate and complete.

20 40. Defendants also agreed to reimburse Amazon for any amounts that Amazon
21 refunded to customers who purchased products from Defendants. The BSA provides:

- 22 • You will defend, indemnify, and hold harmless Amazon ... against any ...
23 loss, damage, settlement cost, expense, or other liability ... arising from or
24 related to ... Your Products, including the ... refund ... thereof[.] *Id.* § 6.1.
- 25 • If we determine that your actions or performance may result in returns,
26 chargebacks, claims, disputes, violations of our terms or policies, violations of
27 law or other risks to Amazon or third parties, then we may in our sole
discretion withhold any payments to you for as long as we determine any
related risks to Amazon or third parties persist. For any amounts that we
determine you owe us, we may ... collect payment or reimbursement from
you by any other lawful means. *Id.* § 2.

28 **D. Defendants' Sale of Counterfeit Crocs-Branded Products.**

29 41. Defendants advertised, marketed, offered, distributed, and sold counterfeit Crocs-
30 branded products through the Selling Accounts. The counterfeit Crocs-branded products sold by
31 Defendants are identified and described in Attachment 1.

32 42. Crocs has conducted multiple test purchases of Crocs-branded products sold by
33 Defendants' Selling Accounts. Crocs reported to Amazon that the products bore the Crocs

1 Trademarks, that Crocs never authorized the sale of such products or the use of the Crocs
2 Trademarks on the products, and that the products were therefore counterfeit, as detailed in
3 Attachment 1.

4 43. The totality of the facts demonstrate that Defendants' advertisement and sale of
5 counterfeit Crocs-branded footwear is highly likely to cause consumer confusion about the
6 source of Defendants' products. First, Defendants falsely advertise their counterfeit footwear as
7 genuine Crocs-branded footwear. Second, Defendants' counterfeit footwear bear marks that are
8 identical to, or substantially indistinguishable from, the Crocs Trademarks. Third, Defendants'
9 counterfeit footwear mimic the appearance and design of Crocs' genuine footwear (the Crocs
10 Classic Clog), in a deliberate attempt to pass off Defendants' footwear as authentic. Fourth,
11 Defendants have marketed and sold their counterfeit Crocs-branded footwear through the same
12 trade and advertising channels that are used to market and sell genuine Crocs footwear, including
13 online and in the Amazon Store. Fifth, Defendants intended to confuse customers about the
14 source of their products through their knowing and willful misuse of Crocs' IP. Sixth, on
15 information and belief, Defendants' conduct resulted in actual consumer confusion because a
16 substantial volume of Crocs-branded products were purchased by customers through the Selling
17 Accounts.

18 **E. Defendants' Coordinated Sale of Counterfeit Crocs-Branded Products.**

19 44. On information and belief, Defendants operated in concert with one another in
20 their advertising, marketing, offering, distributing, and selling of inauthentic Crocs-branded
21 products. Defendants operated both Selling Accounts, and Defendant Cohen is the owner and
22 operator of the entity Defendants.

23 **F. Amazon Shut Down Defendants' Selling Accounts.**

24 45. Defendants falsely represented to Amazon and its customers that the counterfeit
25 and infringing Crocs-branded products that they sold were genuine products made by Crocs.
26 Defendants also knowingly and willfully used Crocs' IP in connection with the advertising,
27

1 marketing, offering, distributing, and selling of counterfeit and infringing Crocs-branded
2 products.

3 46. At all times, Defendants knew they were prohibited from violating third-party IP
4 rights or any applicable laws while selling products in the Amazon Store, from providing
5 inaccurate information to Amazon and its customers, from misrepresenting the authenticity of
6 the products sold, and from misleading Amazon and its customers through their sale of
7 inauthentic Crocs products. Defendants have breached the terms of their agreements with
8 Amazon; deceived Amazon's customers and Amazon; infringed and misused the IP rights of
9 Crocs; harmed the integrity of and customer trust in the Amazon Store; and tarnished Amazon's
10 and Crocs' brands.

11 47. After Amazon verified Defendants' sale of counterfeit Crocs-branded products, it
12 blocked the Selling Accounts. In doing so, Amazon exercised its rights under the BSA to protect
13 its customers and the reputations of Amazon and Crocs.

14 48. Amazon also proactively issued refunds to customers who purchased the
15 counterfeit Crocs-branded products from Defendants in accordance with Amazon's refunds
16 policies. Defendants have not reimbursed Amazon.

17 V. CLAIMS

18 FIRST CLAIM

(by Crocs against all Defendants)

19 **Trademark Counterfeiting and Trademark Infringement – 15 U.S.C. § 1114**

20 49. Plaintiff Crocs incorporates by reference the allegations of the preceding
21 paragraphs as though set forth herein.

22 50. Defendants' activities constitute counterfeiting and infringement of the Crocs
23 Trademarks as described in the paragraphs above.

24 51. Crocs owns the Crocs Trademarks, and it advertises, markets, offers, distributes,
25 and sells its products using the Crocs Trademarks. Crocs uses the Crocs Trademarks to
26 distinguish its products from the products and related items of others in the same or related
27 fields.

52. Because of Crocs' long, continuous, and exclusive use of the Crocs Trademarks, the Trademarks are understood by customers and the public to signify products from Crocs.

53. Defendants unlawfully advertised, marketed, offered, distributed, and sold products bearing counterfeit and infringing versions of the Crocs Trademarks with the intent and likelihood of causing customer confusion, mistake, and deception as to the products' source, origin, and authenticity. Specifically, Defendants intended customers to believe, incorrectly, that the products originated from, were affiliated with, and/or were authorized by Crocs, and they likely caused such erroneous customer beliefs.

54. As a result of Defendants' wrongful conduct, Crocs is entitled to recover its actual damages, Defendants' profits attributable to the infringement, treble damages, and attorneys' fees pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, Crocs is entitled to statutory damages under 15 U.S.C. § 1117(c) for Defendants' use of counterfeit marks.

55. Crocs is further entitled to injunctive relief, including an order impounding all counterfeit and infringing products and promotional materials in Defendants' possession. Crocs has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) the Crocs Trademarks are unique and valuable properties that have no readily-determinable market value; (b) Defendants' counterfeiting and infringing activities constitute harm to Crocs and Crocs' reputation and goodwill such that Crocs could not be made whole by any monetary award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become further confused, mistaken, or deceived as to the source, origin, or authenticity of the counterfeit and infringing materials; and (d) the resulting harm to Crocs, due to Defendants' wrongful conduct is likely to be continuing.

SECOND CLAIM

(by Crocs and Amazon against all Defendants)
False Designation of Origin – 15 U.S.C. § 1125(a)

56. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

1 57. Crocs owns the Crocs Trademarks; it advertises, markets, offers, distributes, and
2 sells its products using the Trademarks; and it uses the Trademarks to distinguish its products
3 from the products and related items of others in the same or related fields.

4 58. Because of Crocs' long, continuous, and exclusive use of the Crocs Trademarks,
5 the Trademarks are understood by customers, users, and the public, to signify products from
6 Crocs.

7 59. Amazon's reputation for trustworthiness is at the heart of its relationship with
8 customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation
9 because they undermine and jeopardize customer trust in the Amazon Store.

10 60. Defendants unlawfully advertised, marketed, offered, distributed, and sold
11 products bearing counterfeit versions of the Crocs Trademarks with the intent and likelihood of
12 causing customer confusion, mistake, and deception as to the products' source, origin, and
13 authenticity. Defendants' wrongful conduct misleads and confuses customers and the public as to
14 the origin and authenticity of the goods and services advertised, marketed, offered, distributed, or
15 sold in connection with the Crocs Trademarks, and wrongfully trades upon Crocs' goodwill and
16 business reputation.

17 61. Further, Defendants deceived Amazon and its customers about the authenticity of
18 the products that Defendants were advertising, marketing, offering, distributing, and selling, in
19 direct and willful violation of the BSA and Amazon's Anti-Counterfeiting Policies. Defendants'
20 deceptive acts were material to Amazon's decision to allow Defendants to sell their products in
21 the Amazon Store because Amazon would not have allowed Defendants to do so but for their
22 deceptive acts.

23 62. Defendants' misconduct has also caused Amazon to expend significant resources
24 to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent
25 Defendants from causing further harm to Amazon and its customers. Defendants' illegal acts
26 have caused irreparable injury to Amazon and, on information and belief, that injury is ongoing
27 at least to the extent that Defendants continue to establish selling accounts under different or

1 false identities. An award of monetary damages alone cannot fully compensate Amazon for its
2 injuries, and thus Amazon lacks an adequate remedy at law.

3 63. Defendants' conduct constitutes (a) false designation of origin, (b) false or
4 misleading description, and (c) false or misleading representation that products originate from or
5 are authorized by Crocs, all in violation of 15 U.S.C. § 1125(a)(1)(A).

6 64. Plaintiffs are entitled to an injunction against Defendants, their officers, agents,
7 servants, employees, and attorneys, and all other persons in active concert or participation with
8 them, as set forth in the Prayer for Relief below, along with attorneys' fees and costs incurred in
9 investigating and bringing this lawsuit. Defendants' acts have caused irreparable injury to
10 Plaintiffs. On information and belief, that injury is continuing. An award of monetary damages
11 cannot fully compensate Plaintiffs for their injuries, and Plaintiffs lack an adequate remedy at
12 law.

13 65. Crocs is further entitled to recover Defendants' profits, Crocs' damages for its
14 losses, and Crocs' costs to investigate and remediate Defendants' conduct and bring this action,
15 in an amount to be determined. Crocs is also entitled to the trebling of any damages award as
16 allowed by law. Amazon is entitled to recover its damages arising from Defendants' sale of
17 counterfeit products in the Amazon Store.

18 **THIRD CLAIM**

19 *(by Crocs and Amazon against all Defendants)*

20 **Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.**

21 66. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as
22 though set forth herein.

23 67. Defendants' advertising, marketing, offering, distributing, and selling of
24 counterfeit Crocs-branded products constitute unfair and deceptive acts or practices in the
25 conduct of trade or commerce, in violation of RCW 19.86.020.

26 68. Defendants' advertising, marketing, offering, distributing, and selling of
27 counterfeit Crocs-branded products harm the public interest by deceiving customers about the
authenticity, origin, and sponsorship of the products.

69. Defendants' advertising, marketing, offering, distributing, and selling of counterfeit Crocs-branded products directly and proximately causes harm to and tarnishes Plaintiffs' reputations and brands, and damages their business and property interests and rights.

70. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and recover from Defendants their attorneys' fees and costs. Crocs further seeks to recover from Defendants its actual damages, trebled, and Amazon further seeks to recover from Defendants its actual damages, trebled, arising from Defendants' sale of counterfeit products.

FOURTH CLAIM
(by Amazon.com Services LLC³ against all Defendants)
Breach of Contract

71. Plaintiff Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

72. Defendants established Amazon Selling Accounts and entered into Amazon's BSA, a binding and enforceable contract between Defendants and Amazon. Defendants also contractually agreed to be bound by the policies incorporated by reference into the BSA, including Amazon's Anti-Counterfeiting Policy and other policies as maintained on the Amazon seller website.

73. Amazon performed all obligations required of it under the terms of the contract with Defendants or was excused from doing so.

74. Defendants' sale and distribution of counterfeit Crocs-branded products materially breached the BSA and the Anti-Counterfeiting Policy in numerous ways. Among other things, Defendants' conduct constitutes infringement and misuse of the IP rights of Crocs.

75. Likewise, in furtherance of their counterfeiting activities, Defendants materially breached the BSA and its incorporated policies by providing Amazon with false, fraudulent, or otherwise inaccurate identification, contact, and/or banking information in connection with their Selling Accounts, and by failing to update that information such to cure its inaccuracies.

³ For the Fourth Claim only, "Amazon" shall refer to Amazon.com Services LLC only.

76. Additionally, Defendants breached the BSA by failing to reimburse Amazon for the amounts it paid, in accordance with Amazon's policies, to refund customers who purchased counterfeit products from Defendants.

77. Defendants' breaches have caused significant harm to Amazon, and Amazon is entitled to damages in an amount to be determined.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for the following relief:

A. That the Court enter an order permanently enjoining Defendants, their officers, agents, servants, employees, and attorneys, and all others in active concert or participation with them, from:

- (i) selling counterfeit or infringing products in Amazon's stores;
- (ii) selling counterfeit or infringing products to Amazon or any Amazon affiliate;
- (iii) importing, manufacturing, producing, distributing, circulating, offering to sell, selling, promoting, or displaying any product or service using any simulation, reproduction, counterfeit, copy, or colorable imitation of Crocs' brand or trademarks, or which otherwise infringes Crocs' IP, in any store or in any medium; and
- (iv) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (i) through (iii) above;

B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

C. That the Court enter an order requiring Defendants to provide Plaintiffs with all records in their possession, custody, and control related to Defendants' unlawful activities, including materials sufficient to identify their supplier of the counterfeit Crocs-branded products;

1 D. That the Court enter an order pursuant to 15 U.S.C. § 1118 impounding and
2 permitting destruction of all counterfeit and infringing products bearing the Crocs Trademarks or
3 that otherwise infringe Crocs' IP, and any related materials, including business records and
4 materials used to reproduce any infringing products, in Defendants' possession or under their
5 control;

6 E. That the Court enter an order requiring Defendants to provide Plaintiffs a full and
7 complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants'
8 unlawful activities;

9 F. That the Court enter an order requiring Defendants to pay all general, special, and
10 actual damages which Crocs has sustained, or will sustain as a consequence of Defendants'
11 unlawful acts, plus Defendants' profits from the unlawful conduct described herein, together
12 with its statutory damages, and that such damages be enhanced, doubled, or trebled as provided
13 for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law, and that Amazon's
14 damages, plus Defendants' profits, related to Defendants' activities involving the sale of
15 counterfeit products be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117, RCW
16 19.86.020, or otherwise allowed by law;

17 G. That the Court enter an order requiring Defendants to pay the maximum amount
18 of prejudgment interest authorized by law;

19 H. That the Court enter an order requiring Defendants to pay the costs of this action
20 and Plaintiffs' reasonable attorneys' fees incurred in prosecuting this action, as provided for by
21 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law;

22 I. That the Court enter an order requiring that identified financial institutions
23 restrain and transfer to Plaintiffs all amounts arising from Defendants' unlawful counterfeiting
24 activities as set forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment
25 in this case; and

26 J. That the Court grant Plaintiffs such other, further, and additional relief as the
27 Court deems just and equitable.

1 DATED this 2nd day of October, 2026.

2 DAVIS WRIGHT TREMAINE LLP
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ATTACHMENT 1**SELLING ACCOUNT 1:**

Selling Account Name: Serial-Recorded

Dates of Known Sales of Infringing Products: May 2, 2025 – June 6, 2025

Purported Product	Confirmation of Counterfeit
Crocs Unisex-Adult Classic Clogs, White, 6 Men/8 Women ASIN ¹ : B001526RFO	- On or about May 14, 2025, Crocs conducted a test purchase of the listed product sold by the Selling Account. - Crocs received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Crocs' authentic product labeling. For example, the hangtag on the product contained certain details that differed from the hangtag of a genuine product.
Crocs Unisex-Adult Classic Clogs, Black, 9 Men/11 Women ASIN: B0014BYHGC	- On or about May 5, 2025, Crocs conducted a test purchase of the listed product sold by the Selling Account. - Crocs received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Crocs' authentic product labeling. For example, the hangtag on the product contained certain details that differed from the hangtag of a genuine product.
Crocs Unisex-Adult Classic Clogs, Black, 9 Women/7 Men ASIN: B0014C0LSY	- On or about May 6, 2025, Crocs conducted a test purchase of the listed product sold by the Selling Account. - Crocs received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Crocs' authentic product labeling. For example, the hangtag on the product contained certain details that differed from the hangtag of a genuine product.

¹ "ASIN" is an abbreviation of "Amazon Standard Identification Number," which is a unique series of ten alphanumeric characters that is assigned to each product listed for sale in Amazon's stores for identification purposes.

Purported Product	Confirmation of Counterfeit
Crocs Unisex-Adult Classic Clogs, Black, 4 Men/6 Women ASIN: B0014BYH62	- On or about May 14, 2025, Crocs conducted a test purchase of the listed product sold by the Selling Account. - Crocs received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Crocs' authentic product labeling. For example, labels on the shoe are different from the original.

SELLING ACCOUNT 2:

Selling Account Name: Taper Powell

Dates of Known Sales of Infringing Products: September 9, 2025 – October 6, 2025

Purported Product	Confirmation of Counterfeit
Crocs Unisex-Adult Classic Clogs, White, 6 Men/8 Women ASIN: B001526RFO	- On or about September 17, 2025, Crocs conducted a test purchase of the listed product sold by the Selling Account. - Crocs received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Crocs' authentic product labeling. For example, the hangtag on the product contained certain details that differed from the hangtag of a genuine product.
Crocs Unisex-Adult Classic Clogs, White, 8 Men/10 Women ASIN: B00152AGEW	- On or about September 15, 2025, Crocs conducted a test purchase of the listed product sold by the Selling Account. - Crocs received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Crocs' authentic product labeling. Specifically, the hangtag on the product contained certain details that differed from the hangtag of a genuine product.

Purported Product	Confirmation of Counterfeit
Crocs Unisex-Adult Classic Clogs, Black, 9 Men/11 Women ASIN: B0014BYHGC	• On or about September 15, 2025, Crocs conducted a test purchase of the listed product sold by the Selling Account. • Crocs received and inspected the test-purchased product and confirmed that it is counterfeit based on deviations from Crocs' authentic product labeling. For example, the hangtag on the product contained certain details that differed from the hangtag of a genuine product.