

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

WOOD EXPRESSIONS, INC.,

Plaintiff,

v.

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

Defendants.

Case No. 24-cv-02811

COMPLAINT

Plaintiff Wood Expressions, Inc. (“Wood Expressions” or “Plaintiff”) hereby brings the present action against the Partnerships and Unincorporated Associations identified on Schedule A attached hereto (collectively, “Defendants”) and alleges as follows:

I. JURISDICTION AND VENUE

1. This Court has original subject matter jurisdiction over the claims in this action pursuant to the provisions of the Lanham Act, 15 U.S.C. § 1051, *et seq.*, 28 U.S.C. § 1338(a)-(b) and 28 U.S.C. § 1331.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, and this Court may properly exercise personal jurisdiction over Defendants since each of the Defendants directly targets business activities toward consumers in the United States, including Illinois, through at least the fully interactive e-commerce stores¹ operating under the seller aliases identified in Schedule A attached hereto (the “Seller Aliases”). Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States

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

consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts and, on information and belief, have sold products using infringing and counterfeit versions of Wood Expression's federally registered trademarks to residents of Illinois. Each of the Defendants is committing tortious acts in Illinois, is engaging in interstate commerce, and has wrongfully caused Wood Expressions substantial injury in the State of Illinois.

II. INTRODUCTION

3. This action has been filed by Wood Expressions to combat e-commerce store operators who trade upon Wood Expression's reputation and goodwill by offering for sale and/or selling unauthorized and unlicensed products using infringing and counterfeit versions of Wood Expression's federally registered trademarks (the "Counterfeit Products"). Defendants create e-commerce stores operating under one or more Seller Aliases that are advertising, offering for sale, and selling Counterfeit Products to unknowing consumers. E-commerce stores operating under the Seller Aliases share unique identifiers, establishing a logical relationship between them and that Defendants' counterfeiting operation arises out of the same transaction, occurrence, or series of transactions or occurrences. Defendants attempt to avoid and mitigate liability by operating under one or more Seller Aliases to conceal both their identities and the full scope and interworking of their counterfeiting operation. Wood Expressions is forced to file this action to combat Defendants' counterfeiting of its registered trademarks, as well as to protect unknowing consumers from purchasing Counterfeit Products over the Internet. Wood Expressions has been and continues to be irreparably damaged through consumer confusion, dilution, and tarnishment of its valuable trademarks as a result of Defendants' actions and seeks injunctive and monetary relief.

III. THE PARTIES





Plaintiff

4. Plaintiff Wood Expressions, Inc. is a California corporation with its principal place of business at 444 E. Gardena Boulevard, Building A, Gardena, CA 90248.

5. Wood Expressions is a leading global board game entertainment company that creates, designs, manufactures, and markets a diversified portfolio of innovative toys, games, products, and entertainment properties. Wood Expressions has manufactured and distributed board games, table-top games, card games, and parlor games for more than forty years. With a specialty in chess, Wood Expressions also produces and sells games such as backgammon, cribbage, dominoes, mahjong, go, senet, captain’s mistress, antiquity games, sudoku, casino accessories, and many more. As part of its eternal quest for the best in board games, Wood Expressions is among a limited number of companies that not only develop and produce specialty hand carved and hand polished sets, but also collaborate with popular media types to create innovative designs such as the Star Trek Tridimensional Chess Set.

6. Consumers recognize Wood Expressions as a source of unique and quality games, games parts and accessories, and various other entertainment products (collectively, the “Wood Expressions Products”). Wood Expressions has registered many of its trademarks with the United States Patent and Trademark Office. Wood Expressions Products typically include at least one of Wood Expressions’ registered trademarks. Wood Expressions uses its trademarks in connection with the marketing of its Wood Expressions Products, including the following marks which are collectively referred to as the “WOOD EXPRESSIONS Trademarks.”

Registration No.	Trademark
3878819	WOOD EXPRESSIONS, INC.
3859437	WE GAMES
3067695	AMERICAN CHESS

3076004	AMERICAN CHESS EQUIPMENT
5482093	BOBBY FISCHER
5358468	DIRTY MINDS
6207236	FREAKY FARKLE
5874359	SENIOR MOMENTS
6201195	SRIRACHA DICE
6201196	SRIRACHA DICE FLAMING FUN FOR EVERYONE
5054708	THE GAME OF MAKIN' BACON
5072396	THAT "DIRTY" (BLANK)ING CARD GAME
4171500	
4442421	
5072447	
5211806	

7. The above U.S. registrations for the WOOD EXPRESSIONS Trademarks are valid, subsisting, in full force and effect, and many are incontestable pursuant to 15 U.S.C. § 1065. The WOOD EXPRESSIONS Trademarks have been used exclusively and continuously by Plaintiff for

many years and have never been abandoned. The registrations for the WOOD EXPRESSIONS Trademarks constitute *prima facie* evidence of their validity and of Plaintiff's exclusive right to use the WOOD EXPRESSIONS Trademarks pursuant to 15 U.S.C. § 1057(b). Incontestable status under 15 U.S.C. § 1065 provides that the registrations for the WOOD EXPRESSIONS Trademarks are conclusive evidence of the validity of the WOOD EXPRESSIONS Trademarks and of the registrations of the WOOD EXPRESSIONS Trademarks, of the ownership of the WOOD EXPRESSIONS Trademarks, and of Plaintiff's exclusive right to use the WOOD EXPRESSIONS Trademarks in commerce. 15 U.S.C. §§ 1115(b), 1065. True and correct copies of the United States Registration Certificates for the above-listed WOOD EXPRESSIONS Trademarks are attached hereto as **Exhibit 1**.

8. The WOOD EXPRESSIONS Trademarks are distinctive when applied to Wood Expressions Products, signifying to the purchaser that the products come from Wood Expressions and are manufactured to Wood Expressions' quality standards. Whether Plaintiff manufactures the products itself or contracts with others to do so, Wood Expressions has ensured that products bearing the WOOD EXPRESSIONS Trademarks are manufactured to the highest quality standards.

9. The WOOD EXPRESSIONS Trademarks are famous marks, as that term is used in 15 U.S.C. § 1125(c)(1). The innovative marketing and product designs of the Wood Expressions Products have enabled the Wood Expressions brand to achieve widespread recognition and fame. The widespread fame, outstanding reputation, and significant goodwill associated with the Wood Expressions brand have made the WOOD EXPRESSIONS Trademarks valuable assets of Wood Expressions.

10. Wood Expressions has expended substantial time, money, and other resources in advertising and promoting the WOOD EXPRESSIONS Trademarks. In fact, Plaintiff has expended millions of dollars in advertising, promoting, and marketing featuring the WOOD EXPRESSIONS Trademarks. Wood Expressions Products have also been the subject of extensive unsolicited publicity resulting from their high-quality, innovative designs. As a result, products bearing the WOOD EXPRESSIONS Trademarks are widely recognized and exclusively associated by consumers, the public, and the trade as being high-quality products sourced from Wood Expressions. Wood Expressions Products have become among the most popular of their kind in the U.S. and the world. The WOOD EXPRESSIONS Trademarks have achieved tremendous fame and recognition which has only added to the inherent distinctiveness of the marks. As such, the goodwill associated with the WOOD EXPRESSIONS Trademarks is of incalculable and inestimable value to Wood Expressions.

11. Wood Expressions Products are distributed and sold to consumers through retailers throughout the United States, including through authorized retailers in Illinois, and through the woodexpressions.com and buywegames.com webstores. Sales of Wood Expressions Products via the woodexpressions.com and buywegames.com webstores are significant, and both webstores feature proprietary content, images, and designs exclusive to Wood Expressions.

The Defendants

12. Defendants are individuals and business entities of unknown makeup who own and/or operate one or more of the e-commerce stores under at least the Seller Aliases identified on Schedule A and/or other seller aliases not yet known to Wood Expressions. On information and belief, Defendants reside and/or operate in the People's Republic of China or other foreign jurisdictions with lax trademark enforcement systems, or redistribute products from the same or

similar sources in those locations. Defendants have the capacity to be sued pursuant to Federal Rule of Civil Procedure 17(b).

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

IV. DEFENDANTS' UNLAWFUL CONDUCT

14. The success of the Wood Expressions brand has resulted in significant counterfeiting of the WOOD EXPRESSIONS Trademarks. Consequently, Wood Expressions has a worldwide anti-counterfeiting program and regularly investigates suspicious e-commerce stores identified in proactive Internet sweeps and reported by consumers. In recent years, Wood Expressions has identified many fully interactive, e-commerce stores offering Counterfeit Products on online marketplace platforms such as Amazon, eBay, AliExpress, Alibaba, Walmart, Wish.com, Etsy, DHgate, and Temu including the e-commerce stores operating under the Seller Aliases. The Seller Aliases target consumers in this Judicial District and throughout the United States. According to a U.S. Customs and Border Protection (CBP) report, in 2021, CBP made over 27,000 seizures of goods with intellectual property rights (IPR) violations totaling over \$3.3 billion, an increase of \$2.0 billion from 2020. *Intellectual Property Rights Seizure Statistics, Fiscal Year 2021*, U.S. Customs and Border Protection (**Exhibit 2**). Of the 27,000 in total IPR seizures, over 24,000 came through international mail and express courier services (as opposed to containers), most of which originated from China and Hong Kong. *Id.*

15. Third party service providers like those used by Defendants do not adequately subject new sellers to verification and confirmation of their identities, allowing counterfeiters to “routinely use false or inaccurate names and addresses when registering with these e-commerce platforms.” **Exhibit 3**, Daniel C.K. Chow, *Alibaba, Amazon, and Counterfeiting in the Age of the Internet*, 40 NW. J. INT’L L. & BUS. 157, 186 (2020); *see also* report on “Combating Trafficking in Counterfeit and Pirated Goods” prepared by the U.S. Department of Homeland Security’s Office of Strategy, Policy, and Plans (Jan. 24, 2020), attached as **Exhibit 4** and finding that on “at least some e-commerce platforms, little identifying information is necessary for a counterfeiter to begin selling” and recommending that “[s]ignificantly enhanced vetting of third-party sellers” is necessary. Counterfeiters hedge against the risk of being caught and having their websites taken down from an e-commerce platform by preemptively establishing multiple virtual store-fronts. **Exhibit 4** at p. 22. Since platforms generally do not require a seller on a third-party marketplace to identify the underlying business entity, counterfeiters can have many different profiles that can appear unrelated even though they are commonly owned and operated. **Exhibit 4** at p. 39. Further, “E-commerce platforms create bureaucratic or technical hurdles in helping brand owners to locate or identify sources of counterfeits and counterfeiters.” **Exhibit 3** at 186-187.

16. Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and/or funds from U.S. bank accounts and, on information and belief, have sold Counterfeit Products to residents of Illinois.

17. Defendants concurrently employ and benefit from substantially similar advertising and marketing strategies. For example, Defendants facilitate sales by designing the e-commerce

stores operating under the Seller Aliases so that they appear to unknowing consumers to be authorized online retailers, outlet stores, or wholesalers. E-commerce stores operating under the Seller Aliases look sophisticated and accept payment in U.S. dollars and/or funds from U.S. bank accounts via credit cards, Alipay, Amazon Pay, and/or PayPal. E-commerce stores operating under the Seller Aliases often include content and images that make it very difficult for consumers to distinguish such stores from an authorized retailer. Wood Expressions has not licensed or authorized Defendants to use any of the WOOD EXPRESSIONS Trademarks, and none of the Defendants are authorized retailers of Wood Expressions Products.

18. Many Defendants also deceive unknowing consumers by using the WOOD EXPRESSIONS Trademarks without authorization within the content, text, and/or meta tags of their e-commerce stores to attract various search engines crawling the Internet looking for websites relevant to consumer searches for Wood Expressions Products. Other e-commerce stores operating under the Seller Aliases omit using the WOOD EXPRESSIONS Trademarks in the item title to evade enforcement efforts while using strategic item titles and descriptions that will trigger their listings when consumers are searching for Wood Expressions Products.

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

20. E-commerce store operators like Defendants regularly register or acquire new seller aliases for the purpose of offering for sale and selling Counterfeit Products. Such seller alias registration patterns are one of many common tactics used by e-commerce store operators like

Defendants to conceal their identities and the full scope and interworking of their counterfeiting operation, and to avoid being shut down.

21. Even though Defendants operate under multiple fictitious aliases, the e-commerce stores operating under the Seller Aliases often share unique identifiers, such as templates with common design elements that intentionally omit any contact information or other information for identifying Defendants or other seller aliases they operate or use. E-commerce stores operating under the Seller Aliases include other notable common features, such as use of the same registration patterns, accepted payment methods, check-out methods, keywords, advertising tactics, similarities in price and quantities, the same incorrect grammar and misspellings, and/or the use of the same text and images. Additionally, Counterfeit Products for sale by the Seller Aliases bear similar irregularities and indicia of being counterfeit to one another, suggesting that the Counterfeit Products were manufactured by and come from a common source and that Defendants are interrelated.

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

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

counterfeiters regularly move funds from U.S.-based financial accounts to off-shore accounts outside the jurisdiction of this Court.

24. Defendants are working in active concert to knowingly and willfully manufacture, import, distribute, offer for sale, and sell Counterfeit Products in the same transaction, occurrence, or series of transactions or occurrences. Defendants, without any authorization or license from Wood Expressions, have jointly and severally, knowingly and willfully used and continue to use the WOOD EXPRESSIONS Trademarks in connection with the advertisement, distribution, offering for sale, and sale of Counterfeit Products into the United States and Illinois over the Internet.

25. Defendants' unauthorized use of the WOOD EXPRESSIONS Trademarks in connection with the advertising, distribution, offering for sale, and sale of Counterfeit Products, including the sale of Counterfeit Products into the United States, including Illinois, is likely to cause and has caused confusion, mistake, and deception by and among consumers and is irreparably harming Wood Expressions.

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

26. Wood Expressions hereby re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

27. This is a trademark infringement action against Defendants based on their unauthorized use in commerce of counterfeit imitations of the federally registered WOOD EXPRESSIONS Trademarks in connection with the sale, offering for sale, distribution, and/or advertising of infringing goods. The WOOD EXPRESSIONS Trademarks are highly distinctive marks. Consumers have come to expect the highest quality from Wood Expressions Products offered, sold, or marketed under the WOOD EXPRESSIONS Trademarks.

28. Defendants have sold, offered to sell, marketed, distributed, and advertised, and are still selling, offering to sell, marketing, distributing, and advertising products using counterfeit reproductions of the WOOD EXPRESSIONS Trademarks without Wood Expressions' permission.

29. Wood Expressions is the exclusive owner of the WOOD EXPRESSIONS Trademarks. Wood Expressions' United States Registrations for the WOOD EXPRESSIONS Trademarks (**Exhibit 1**) are in full force and effect. On information and belief, Defendants have knowledge of Wood Expressions' rights in the WOOD EXPRESSIONS Trademarks and are willfully infringing and intentionally using counterfeit versions of the WOOD EXPRESSIONS Trademarks. Defendants' willful, intentional, and unauthorized use of the WOOD EXPRESSIONS Trademarks is likely to cause and is causing confusion, mistake, and deception as to the origin and quality of the Counterfeit Products among the general public.

30. Defendants' activities constitute willful trademark infringement and counterfeiting under Section 32 of the Lanham Act, 15 U.S.C. § 1114.

31. Wood Expressions has no adequate remedy at law and, if Defendants' actions are not enjoined, Wood Expressions will continue to suffer irreparable harm to its reputation and the goodwill of the WOOD EXPRESSIONS Trademarks.

32. The injuries and damages sustained by Wood Expressions have been directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, offering to sell, and sale of Counterfeit Products.

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

33. Wood Expressions hereby re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs.

34. Defendants' promotion, marketing, offering for sale, and sale of Counterfeit Products has created and is creating a likelihood of confusion, mistake, and deception among the general public as to the affiliation, connection, or association with Wood Expressions or the origin, sponsorship, or approval of Defendants' Counterfeit Products by Wood Expressions.

35. By using the WOOD EXPRESSIONS Trademarks in connection with the Counterfeit Products, Defendants create a false designation of origin and a misleading representation of fact as to the origin and sponsorship of the Counterfeit Products.

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

37. Wood Expressions has no adequate remedy at law and, if Defendants' actions are not enjoined, Wood Expressions will continue to suffer irreparable harm to its reputation and the goodwill of the Wood Expressions brand.

PRAYER FOR RELIEF

WHEREFORE, Wood Expressions prays for judgment against Defendants as follows:

- 1) That Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be temporarily, preliminarily, and permanently enjoined and restrained from:
 - a. using the WOOD EXPRESSIONS Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Wood Expressions Product or is not authorized by Wood Expressions to be sold in connection with the WOOD EXPRESSIONS Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Wood Expressions Product or any other product produced by Wood Expressions, that is not Wood Expressions' or not produced under the authorization, control, or supervision of Wood Expressions and approved by Wood Expressions for sale under the WOOD EXPRESSIONS Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Products are those sold under the authorization, control, or supervision of Wood Expressions, or are sponsored by, approved by, or otherwise connected with Wood Expressions;
 - d. further infringing the WOOD EXPRESSIONS Trademarks and damaging Wood Expressions' goodwill; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Wood Expressions, nor authorized by Wood Expressions to be sold or offered for sale, and which bear any of Wood Expressions' trademarks, including the WOOD EXPRESSIONS Trademarks, or any reproductions, counterfeit copies, or colorable imitations thereof;
- 2) Entry of an Order that, upon Wood Expressions' request, those with notice of the injunction, including, without limitation, any online marketplace platforms such as eBay, AliExpress, Alibaba, Amazon, Walmart, Wish.com, Etsy, Temu, and DHgate (collectively, the "Third Party Providers") shall disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the WOOD EXPRESSIONS Trademarks;

- 3) That Defendants account for and pay to Wood Expressions all profits realized by Defendants by reason of Defendants' unlawful acts herein alleged, and that the amount of damages for infringement of the WOOD EXPRESSIONS Trademarks be increased by a sum not exceeding three times the amount thereof as provided by 15 U.S.C. § 1117;
- 4) In the alternative, that Wood Expressions be awarded statutory damages for willful trademark counterfeiting pursuant to 15 U.S.C. § 1117(c)(2) of \$2,000,000 for each and every use of the WOOD EXPRESSIONS Trademarks;
- 5) That Wood Expressions be awarded its reasonable attorneys' fees and costs; and
- 6) Award any and all other relief that this Court deems just and proper.

Dated this 8th day of April 2024.

Respectfully submitted,

/s/ Justin R. Gaudio

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