

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

ALTICOR INC., a Michigan corporation, and
AMWAY CORP., a Virginia corporation,

Plaintiffs,

vs.

HWA DEOK PARK and SANG PARK, both
doing business as “last Services,” “Amityville
LC,” “Armyville LC,” “1st Health,” “Alpha
Health,” “Arts for Hero,” “Arts Great you are,”
“ArmyUS LLC:Power for us,” and “Art you
Great: Fresh.Faith” on the website
www.amazon.com,

Defendants.

Case No. _____

**COMPLAINT FOR DAMAGES,
INJUNCTIVE, AND OTHER RELIEF FOR
VIOLATION OF 15 USC § 1114; 15 USC
§ 1125(a); 15 USC § 1125(c); TORTIOUS
INTERFERENCE, AND RELATED CLAIMS**

DEMAND FOR JURY TRIAL

Plaintiffs, Alticor Inc. and Amway Corp. (collectively, “Plaintiffs”), bring this action against defendants Hwa Deok Park and Sang Park (both doing business as “last Services,” “Amityville LC,” “Armyville LC,” “1st Health,” “Alpha Health,” “Arts for Hero,” “Arts Great you are,” “ArmyUS LLC:Power for us,” and “Art you Great: Fresh.Faith” on the website www.amazon.com (“Amazon”) (collectively, “Defendants”) for trademark infringement in violation of the Lanham Act, 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a); unfair competition in violation of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A); trademark dilution in violation of the Lanham Act, 15 U.S.C. § 1125(c); common law trademark infringement and unfair competition; unfair competition in violation of the Michigan Consumer Protection Act, Mich. Comp. Laws § 445.901, *et seq.*; and tortious interference with existing contracts. These claims arise from Defendants’ misappropriation of Plaintiffs’ trademarks in connection with Defendants’ unlawful

and unauthorized sale of materially different and non-genuine Amway products on the Internet to unwitting customers. In support of their complaint, Plaintiffs allege as follows:

PARTIES

1. Alticor Inc. (“Alticor”) is a corporation, organized under the laws of the State of Michigan, with its principal place of business located in Ada, Michigan. Alticor is the parent company of Amway Corp. and the owner of the Amway family of trademarks and all associated intellectual property rights.

2. Amway Corp. (“Amway”) is a corporation, organized under the laws of the State of Virginia, with its principal place of business located in Ada, Michigan.

3. Hwa Deok Park is a natural person who, upon information and belief, resides in Flushing, New York. Upon information and belief, Hwa Deok Park operates or assists in the operation of the online storefronts called “last Services,” “Amityville LC,” “Armyville LC,” “1st Health,” “Alpha Health,” “Arts for Hero,” “Arts Great you are,” “ArmyUS LLC:Power for us,” and “Art you Great: Fresh.Faith” on Amazon.

4. Sang Park is a natural person who, upon information and belief, resides in Flushing, New York. Upon information and belief, Sang Park operates or assists in the operation of the online storefronts called “last Services,” “Amityville LC,” “Armyville LC,” “1st Health,” “Alpha Health,” “Arts for Hero,” “Arts Great you are,” “ArmyUS LLC:Power for us,” and “Art you Great: Fresh.Faith” on Amazon.

JURISDICTION

5. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1338, and 28 U.S.C. § 1367. Plaintiffs’ federal claims are predicated on 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a) and (c), and their claims arising under the laws of the State

of Michigan are substantially related to their federal claims such that they form part of the same case or controversy under Article III of the United States Constitution.

6. This Court has personal jurisdiction because the Defendants have expressly aimed tortious activities toward the State of Michigan and established sufficient minimum contacts with Michigan by, among other things, advertising and selling infringing Amway products to consumers within Michigan through multiple highly interactive commercial websites, through the regular course of business, with the knowledge that Plaintiffs are located in Michigan and are harmed in Michigan as a result of Defendants' sales of infringing Amway products to Michigan residents and residents of other states. Plaintiffs' claims arise out of Defendants' sales of infringing Amway products to Michigan residents.

VENUE

7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred within this judicial district or, in the alternative, because Defendants are subject to personal jurisdiction in this district.

FACTUAL ALLEGATIONS

Plaintiffs and Their Trademarks

8. Plaintiffs are worldwide leaders in developing, manufacturing, and providing nutrition, beauty, bath and body, cookware, household, and other products to consumers under various brands, including Amway®, Nutrilite®, and Artistry® (collectively, "Amway products"). Plaintiffs permit Amway products to be sold to U.S. consumers only through Amway.com and through Amway Independent Business Owners ("IBOs"), which enter into contracts with Amway to be able to sell Amway products.

9. Plaintiffs devote a significant amount of time, energy, and resources toward protecting the value of their brands, products, name, and reputation. By distributing products exclusively through their own website and through IBOs, Plaintiffs ensure the safety, well-being, and satisfaction of consumers and maintain the integrity and reputation of the Amway family of brands. IBOs provide users of Amway products with explanation and guidance about the safe and proper use of Amway products. IBOs are required by their contracts with Amway to exercise strict quality control requirements over the products they sell to consumers. In the highly competitive nutrition and household product market, quality and customer service are a fundamental part of the consumer's decision to purchase a product.

10. To promote and protect the Amway family of brands, Alticor has registered numerous trademarks with the United States Patent and Trademark Office. These trademarks include, but not are limited to: AMWAY® (U.S. Trademark Registration Nos. 716,672, 847,709, 4,031,832, 4,199,852, 4,289,794, and 4,481,517), NUTRILITE® (U.S. Trademark Registration Nos. 402,891, 689,389, 2,145,912, 3,535,340, 4,748,189, and 4,478,190), and ARTISTRY® (U.S. Trademark Registration Nos. 856,184, 1,505,505, 1,519,877, and 4,645,525), (collectively, the "Amway Registered Trademarks").

11. Alticor has licensed the Amway Registered Trademarks to various subsidiaries, including Amway.

12. The registration for each of the Amway Registered Trademarks is valid, subsisting, and in full force and effect.

13. Plaintiffs actively use and market all of the Amway Registered Trademarks in commerce.

14. Due to the quality and exclusive distribution of Amway products, and because Plaintiffs are recognized as the sources of high quality products, the Amway Registered Trademarks have substantial value.

**Online Marketplaces and the Threat They Pose to Plaintiffs’
Quality Controls, Reputation, and Goodwill**

15. E-commerce retail sales have exploded over the past decade. From 2007 to the beginning of 2018, the percentage of total retail sales in the United States that were completed through e-commerce channels rose from 3.2% to 9.4%. E-Commerce Retail Sales as a Percent of Total Sales, FEDERAL RESERVE BANK OF ST. LOUIS, March 13, 2019, <https://fred.stlouisfed.org/series/ECOMPCTSA>.

16. In 2018, consumers spent \$517.36 billion on e-commerce sales, a 15% increase from 2017. The massive growth in e-commerce is being driven largely by sales on online marketplaces. For example, in 2018, United States consumers spent \$206.82 billion in e-commerce sales on Amazon, a 16% increase from 2017. See Fareeha Ali, U.S. ecommerce sales grow 15.0% in 2018, DIGITAL COMMERCE 360 (March 13, 2019), <https://www.digitalcommerce360.com/article/us-ecommerce-sales/>.

17. Although online marketplaces are becoming increasingly popular among consumers, they also greatly challenge a brand owner’s ability to control the quality and safety of its products.

18. Online marketplaces allow third parties to sell products anonymously (*i.e.*, without disclosing their actual identity or sources to consumers). As a result, any person who is able to obtain a brand owner’s products through unauthorized diversion can sell the products on the online marketplaces without having to reveal his or her identity to the consuming public. This effectively

prevents brand owners and consumers alike from being able to reach online marketplace sellers and address quality concerns.

19. Consumers who purchase products through online marketplaces cannot touch, inspect, or interact with products before purchasing them. Instead, consumers must trust that the product they select over the Internet will arrive and be of the quality they expect and typically receive from the manufacturer.

20. It is unfortunately common for unauthorized sellers to sell diverted products on online marketplaces that are of lesser quality than products sold through brand owners' authorized channels. Unauthorized sellers also frequently mix in fake products when shipping products to unwitting consumers. Scott Cohn, Greed Report: Your quest for savings could land you in the "gray market," CNBC, Sept. 8, 2016, <https://www.cnbc.com/2016/09/08/greed-report-your-quest-for-savings-could-land-you-in-the-gray-market.html> Indeed, there is an "epidemic" of counterfeit products being sold on the online marketplaces that diverters are exploiting because they know consumers trust online marketplaces and think that the products they are buying through the marketplaces are genuine. Spencer Soper, Amazon Gets Real About Fakes, BLOOMBERG, Nov. 28, 2016, <https://www.bloomberg.com/news/articles/2016-11-28/amazon-gets-real-about-fakes>.

21. In its 2018 annual report to its shareholders, in fact, Amazon admitted that third-party sellers on its marketplace may be selling products that are "counterfeit," "pirated," "stolen," or otherwise "materially different" from the product that was described to consumers. Amazon.com, Inc., Annual Report (Form 10-K), at 14 (Jan. 31, 2019), available at <https://www.sec.gov/Archives/edgar/data/1018724/000101872419000004/amzn-20181231x10k.htm>. Amazon acknowledged that these actions are "violating the proprietary rights of others."

22. Because unauthorized sellers on online marketplaces operate anonymously, a brand owner has no ability to exercise its quality controls over the products they sell or to ensure that the products are safe and authentic. A brand owner's inability to exercise control over the quality of its products presents serious risks to the health and safety of consumers—particularly when, as here, some of a brand owner's products are ingested by consumers.

23. These dangers of online marketplaces also threaten a brand owner's ability to maintain its goodwill, reputation, and brand integrity.

24. When purchasing products on an online marketplace, customers are not informed whether a seller of a product is authorized by the manufacturer. Additionally, the interface design of many online marketplaces causes consumers to believe falsely that they are always purchasing from the manufacturer when they purchase an online marketplace or, at minimum, from an authorized seller that is selling under the manufacturer's oversight and with the manufacturer's approval. Consumers who purchase on Amazon are particularly likely to experience this confusion because, on Amazon, all sellers of a product are listed under a single product listing that states "By [name of brand]" immediately under the title of the product even though many products are sold on Amazon by unauthorized sellers that have no relationship with the brand owner.

25. For all of these reasons, a vast number of consumers purchase products on online marketplaces without recognizing that they purchased from an unauthorized seller that does not (and cannot) follow the manufacturer's quality controls.

26. When a customer purchases on a marketplace and receives a product that is damaged, defective, expired, soon-to-expire, counterfeit, or of otherwise poor quality, the customer is much more likely to associate that frustration with the brand/manufacturer than the anonymous seller.

27. Online marketplaces give disgruntled consumers a powerful and convenient forum to air their grievances through product reviews. Any consumer who is dissatisfied with a product he or she receives can post a review on the marketplace for all other consumers to see. Most often, these reviews, which are often permanently fixed, will criticize the brand/manufacturer rather than the seller.

28. Product reviews have a significant impact on a brand's reputation. Survey results show that 82% of United States adults "sometimes" consult online reviews when buying a new product online and 40% "always" or "almost always" consult such reviews. Aaron Smith & Monica Anderson, Online reviews, PEW RESEARCH CENTER, Dec. 19, 2016, <http://www.pewinternet.org/2016/12/19/online-reviews/>.

29. Consumers place extraordinary trust in these online reviews, as they are more than 10 times more likely to rely on consumer-generated product reviews than product descriptions written by brand owners. Moms Place Trust in Other Consumers, EMARKETER, Feb. 10, 2010, <https://www.emarketer.com/Article/Moms-Place-Trust-Other-Consumers/1007509>. Because consumers so heavily "rely on reviews when they're shopping online," the Federal Trade Commission has begun suing companies who post fake reviews of their products on online marketplaces. Megan Henney, FTC cracking down on fake Amazon reviews, FOX BUSINESS, Feb. 28, 2019, <https://www.foxbusiness.com/technology/ftc-cracking-down-on-fake-amazon-reviews> (quoting a press release from the director of the FTC).

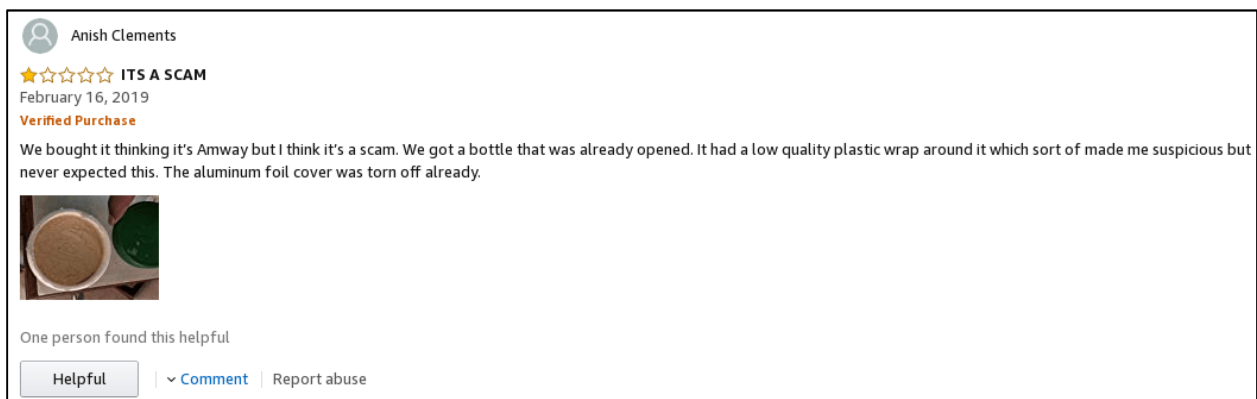
30. Because of the reliance consumers place on online reviews, negative online reviews can be the death knell for a brand owner's reputation and goodwill.

Plaintiffs’ Reputation and Goodwill Have Been Harmed By Numerous Online Reviews Written By Customers Who Purchased Poor Quality Products from Unauthorized Sellers Through Online Marketplaces

31. Consumers who purchase from anonymous, unauthorized sellers on online marketplaces frequently receive poor-quality products and leave negative reviews on product listings. These negative reviews injure consumer perceptions of a brand’s quality and reputation, ultimately causing the brand to suffer damage to its goodwill and lost sales.

32. Numerous consumers have written negative reviews of Amway products being offered for sale on online marketplaces. In these reviews, consumers have given Amway products low “ratings” and complained of receiving products that were expired, damaged, tampered with, counterfeit, or otherwise different from what was advertised.

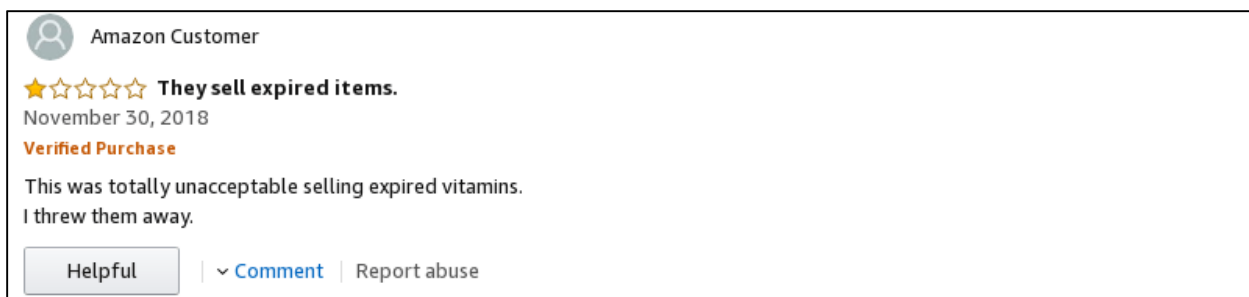
33. For example, on February 16, 2019, Amazon user “Anish Clements” reported that he received a poor quality Amway product “that was already opened” and had an “aluminum foil cover [that] was torn off already.” He explained that “[w]e bought it thinking it’s Amway but I think it’s a scam.”



34. On December 5, 2018, Amazon user “Immortal” complained that he received an Amway product through Amazon that had expired 18 months ago.




35. On December 5, 2018, an Amazon Customer complained that he had to throw away an Amway product he had received—vitamins—because it was expired.



36. On October 16, 2018, Amazon user “Tanya” complained that she received an Amway product through Amazon that was expired.



37. On October 13, 2018, Amazon user “Frank Schine” reported that “something is not right” because he received an Amway product that was different from Amway products he had received in the past, even though “the packaging looks the same.”

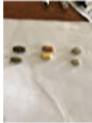
 Frank Schine

☆☆☆☆☆ **Something is not right**

October 13, 2018

Verified Purchase

This is not the Product I have ordered before. The packaging looks the same but the product inside is not the same?



5 people found this helpful

| [1 comment](#) | [Report abuse](#)

38. On September 30, 2018, an Amazon Customer reported that he received an Amway bottle product through Amazon that had no cap.

 Anonymous

☆☆☆☆☆ **Disappointed**

September 30, 2018

Verified Purchase

Got my bottle without a cap

| [Comment](#) | [Report abuse](#)

39. On September 25, 2018, Amazon user “Sergio” complained that he received an Amway product through Amazon that had expired 11 months ago.

 Sergio

☆☆☆☆☆ **Product expired**

September 25, 2018

Verified Purchase

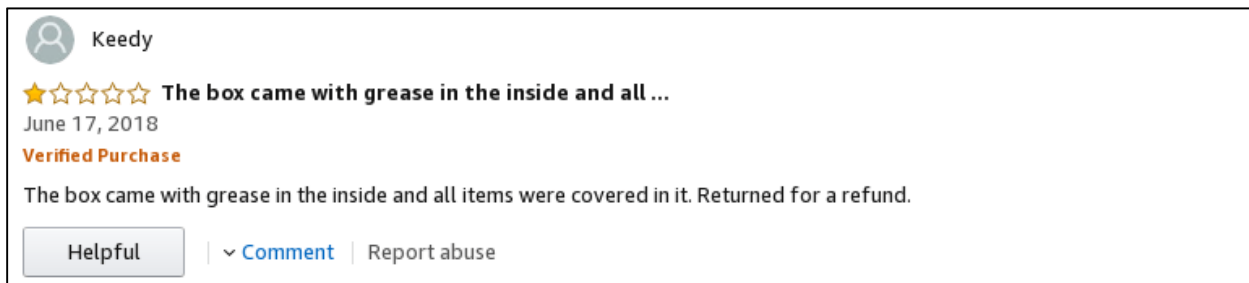
It looks like this product is expired. 10/17



One person found this helpful

| [1 comment](#) | [Report abuse](#)

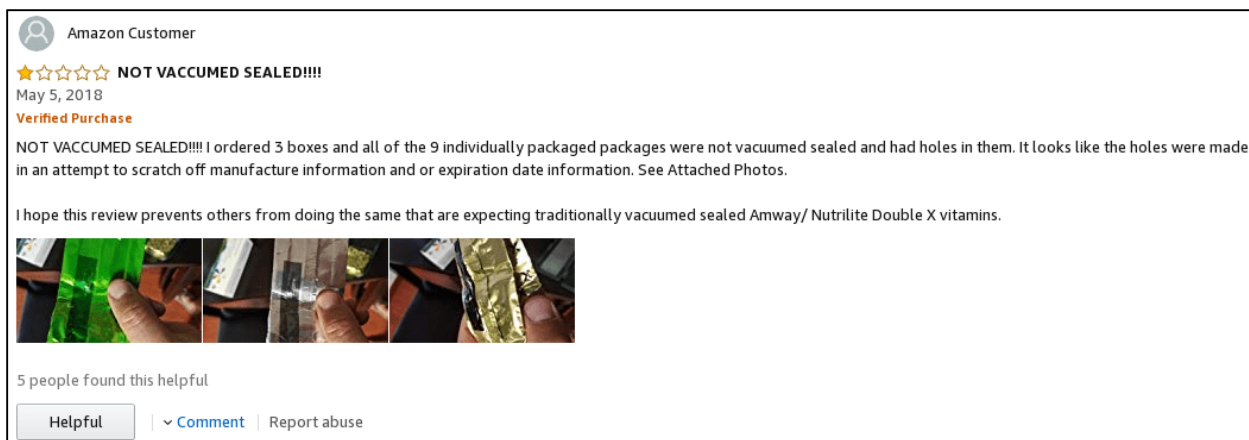
40. On June 17, 2018, Amazon user “Keedy” complained that he received an Amway product through Amazon that had “grease in the inside and all items were covered in it.”



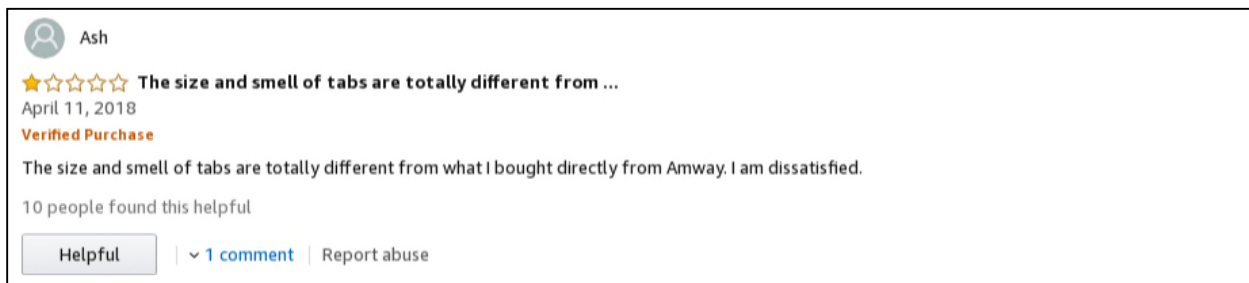
41. On June 12, 2018, Amazon user “Rey” complained that she received an Amway bottle product through Amazon that “came pre-opened,” and provided an image of the issue.




42. On May 5, 2018, an Amazon Customer complained that he received Amway vitamin products through Amazon that “were not vacuumed sealed and had holes in them. It looks like the holes were made in an attempt to scratch off manufacture information and or expiration data information. See Attached Photos.”



43. On April 11, 2018, Amazon user “Ash” complained that the “size and smell” of an Amway product she received through Amazon “are totally different from what I bought directly from Amway.”



44. On April 5, 2018, an Amazon Customer complained that he received an Amway product through Amazon that looked “VERY suspicious” because the “[o]riginal Nutrilite seal on the box was broken, [and] some information on the label on plastic container has been scratched off. Perhaps, replacing items inside with older ones ???”


 Amazon Customer

★★★★☆ **Item is correct. However, it looks VERY suspicious ...**

April 5, 2018

Verified Purchase


Item is correct. However, it looks VERY suspicious. Original Nutrilite seal on the box was broken, some information on the label on plastic container has been scratched off. Perhaps, replacing items inside with older ones ??



3 people found this helpful

| [3 comments](#) | [Report abuse](#)

45. On January 9, 2018, Amazon user “Faith” complained that she “didn’t even want to touch the pills themselves” because the Amway product she received “smells absolutely awful.”

 Faith

★★★★☆ **Smells disgusting**

January 9, 2018


Verified Purchase

It smells absolutely awful. I dont even know if it works, because it smells so bad I didnt even want to touch the pills themselves.

One person found this helpful

| [Comment](#) | [Report abuse](#)

46. On December 26, 2017, Amazon user “SN” complained that he received an Amway product through Amazon that was intended for sale in a foreign country and was different in many respects from Amway products he had received that were intended for sale in the United States.

 SN

★★★★☆ **Tiny, super long overseas shipping, overpriced, EXPIRED**

December 26, 2017

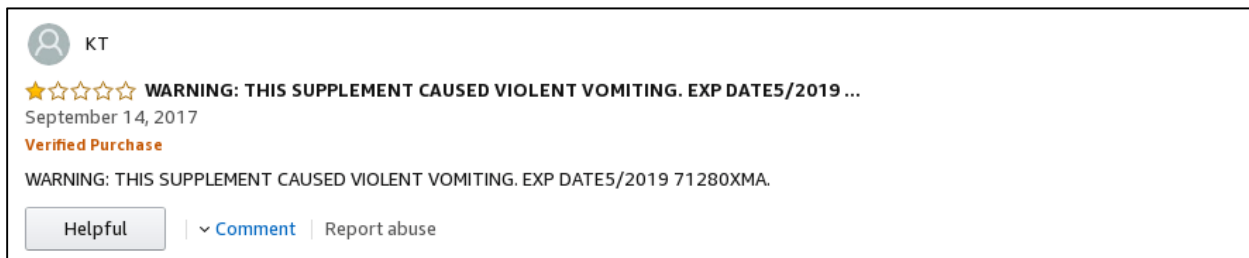
Verified Purchase

I was tricked! This was shipped from another country and it took nearly 3 weeks to arrive!
It was also a tiny bottle like a few ounces! I didn't know this came in any other size than the 1 pound size!
Now I looked closely the letters "GMS" was not visible, what the heck is GMS? Grams? Should be gr or g!
The last straw was IT WAS EXPIRED MONTHS AGO!!!
The only good thing was shipping was free, but still not worth the long wait and price per ounce like \$6/oz! =O

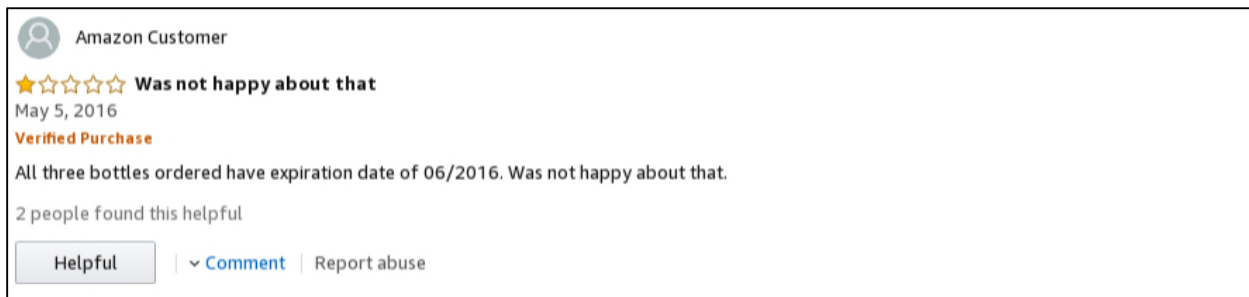
4 people found this helpful

| [Comment](#) | [Report abuse](#)

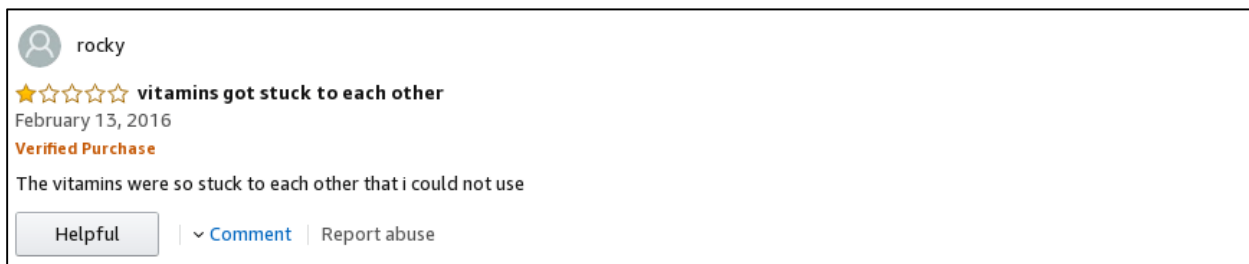
47. On September 14, 2017, Amazon user “KT” reported that an Amway supplement product he had purchased on Amazon “CAUSED VIOLENT VOMITING.”



48. On May 5, 2016, an Amazon Customer complained that he received three Amazon products through Amazon that expired one month after he received them.



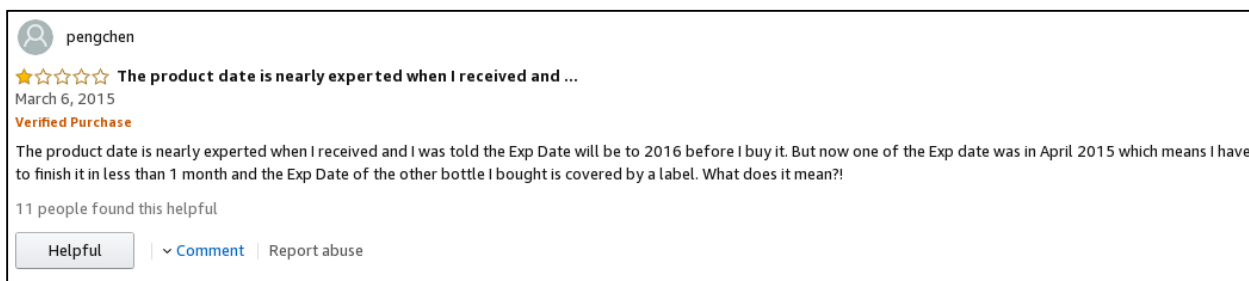
49. On February 13, 2016, Amazon user “rocky” complained that he received an Amazon product—vitamins—that “were so stuck to each other that I could not use.”



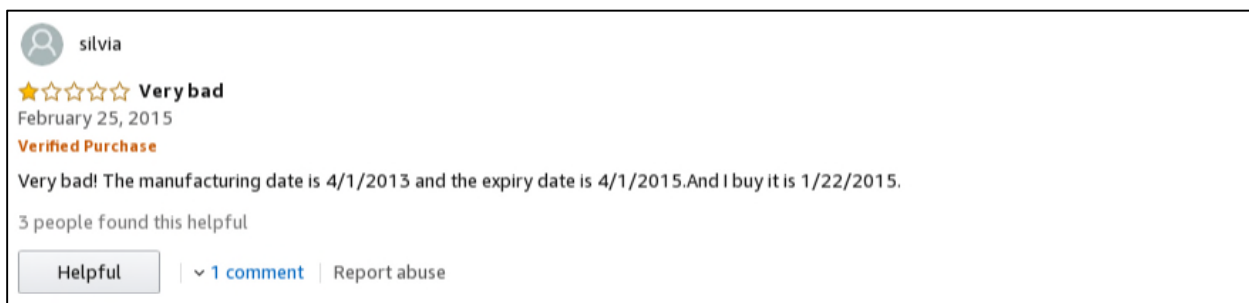
50. On August 29, 2015, Amazon user “John” complained that he received an Amway product on which the expiration date had been changed.



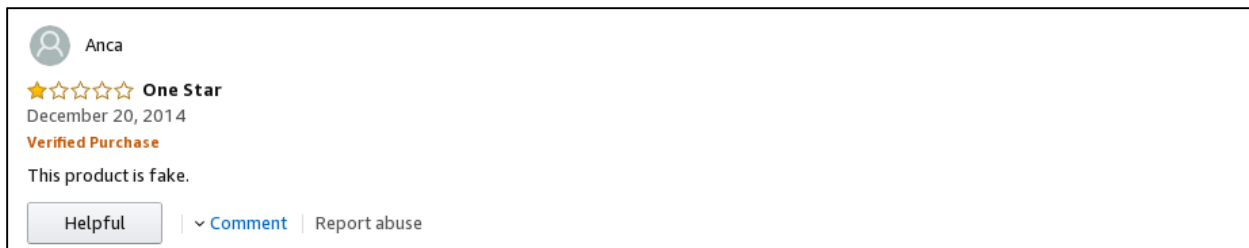
51. On March 6, 2015, Amazon user “pengchen” complained that he received one Amway product that was nearly expired and another Amway product on which the expiration date “is covered by a label. What does it mean?!”



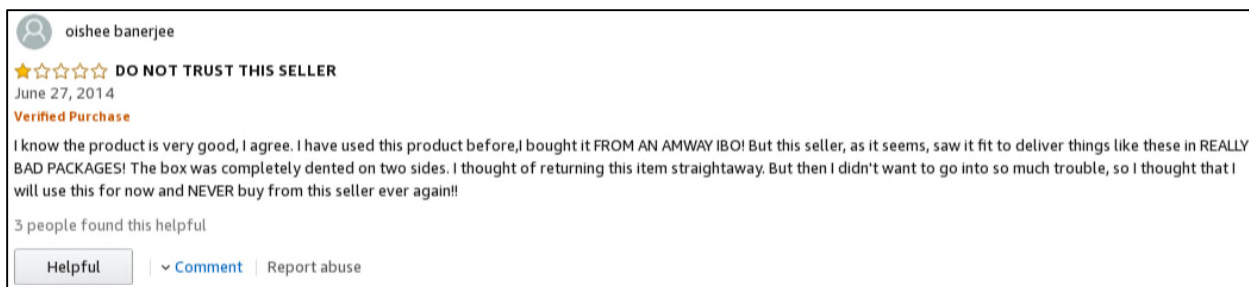
52. On February 25, 2015, Amazon user “silvia” complained that she received an Amway product through Amazon that was nearly expired.



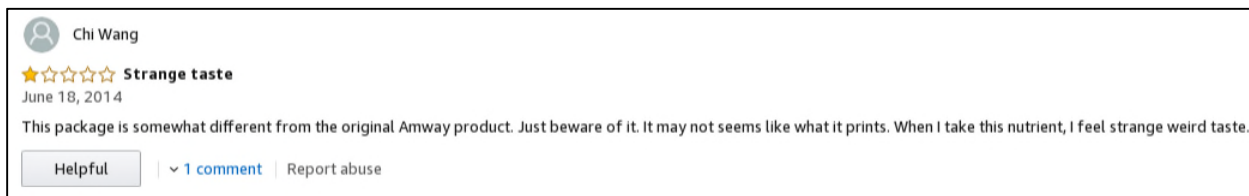
53. On December 20, 2014, Amazon user “Anca” complained that she received an Amway product through Amazon that was “fake.”



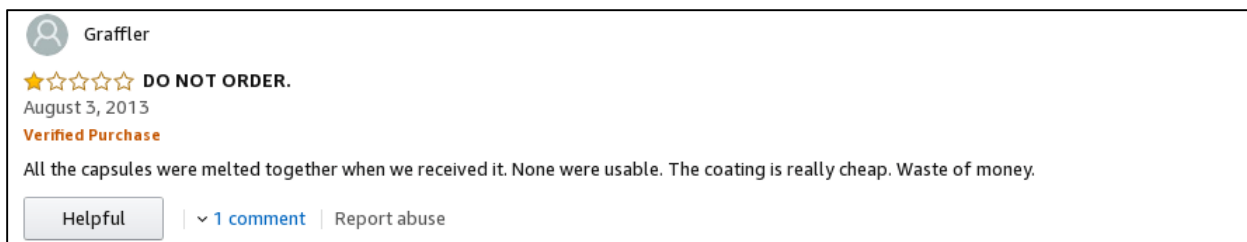
54. On June 27, 2014, Amazon user “oishee banerjee” complained that he received Amway products through Amazon that were “completely dented on two sides.”



55. On June 18, 2014, Amazon customer “Chi Wang” complained that the Amway product he purchased on Amazon had a “strange weird taste” and came in a package that was “somewhat different from the original Amway product.”



56. On August 5, 2013, Amazon user “Graffler” complained that he received a poor quality Amway product. Specifically: “[a]ll the capsules were melted together when we received it. None were usable. The coating is really cheap. Waste of money.”



57. The foregoing reviews are only a small sample of negative reviews of Amway products that appear on the Amazon website.

58. Amazon does not allow product reviews to identify the seller who sold the product that is the subject of the product review. Given that Defendants are selling a high volume of products bearing the Amway Registered Trademarks on Amazon and are not subject to Plaintiffs' quality controls, however, it is very likely that some of the foregoing negative reviews were written by customers who purchased products bearing the Amway Registered Trademarks from Defendants.

Plaintiffs Prohibit Sales on Online Marketplaces, Exercise Strict Quality Controls Over the Production and Distribution of Amway Products, and Provide a Guarantee for Products Purchased from IBOs

59. To maintain quality controls over Amway products, Plaintiffs allow Amway products to be sold in the United States only by Plaintiffs themselves (through Amway.com) or by IBOs. Because of the threats to their goodwill and consumer safety that are caused by sales on online marketplaces, Plaintiffs do not sell Amway products on any online marketplace and strictly prohibit IBOs from selling Amway products on any online marketplace.

60. IBOs must enter into contracts with Amway to be permitted to sell Amway products, and these contracts authorize IBOs to sell Amway products only in certain channels, and require IBOs to provide various customer services and exercise various quality controls over Amway products (collectively, the "Amway Rules"). Amway enforces the quality controls

established in the Amway Rules and IBO contracts, and its ability to maintain quality controls is essential to the integrity and safety of Amway products, the value of the Amway Registered Trademarks, and the safety and satisfaction of consumers.

61. The Amway Rules expressly prohibit IBOs from selling Amway products on the Internet unless they use an authorized Amway.com platform.

62. The Amway Rules require, among other customer service requirements and protections, that IBOs provide customers with vital information regarding Amway products and their uses. This person-to-person interaction between IBOs and their customers allows for explanation and guidance on the safe and proper use of Amway products. To this end, the Amway Rules prohibit IBOs from selling or displaying Amway products in retail establishments.

63. Under the Amway Rules, IBOs must also provide personal services to customers concurrently with and after their sales. IBOs have access to literature and other educational materials developed to advise customers on each product's purpose, features, and benefits. IBOs are therefore uniquely qualified to explain best practices for safe and optimal use of Amway products, and these services of course cannot be provided by non-IBOs who sell Amway products.

64. IBOs are also trained and instructed to present only complete and truthful information about Amway's products and services, and must refer only to the statements permitted in authorized literature. It is essential to consumer well-being and Plaintiffs' reputation that customers are able to make fully informed decisions about whether to purchase Amway products and which products to purchase. The Amway Rules prohibit IBOs from providing misleading or false information to customers, and Amway monitors its IBOs to ensure that IBOs do not violate these prohibitions.

65. To ensure that customers receive products of the quality they have come to expect from Plaintiffs, IBOs are prohibited from altering any Amway product, label, or accompanying literature. IBOs may sell Amway products only in their original packaging and formulation to prevent customer confusion and erosion in the quality and value of Amway products. IBOs must explain to customers that Amway products are safest when used as directed on the product labels.

66. IBOs must also follow storage and handling requirements for all Amway products, including storing products in cool, dry place and ensuring that products are never exposed to freezing temperatures. Numerous Amway products are permanently damaged if they are allowed to freeze.

67. Amway tracks all purchases of Amway products from Amway.com and from IBOs, so that it can conduct a recall or disseminate other important consumer safety information in the event that a quality control issue arises. Amway is not able to track products that are sold outside of authorized channels and, thus, unable to alert customers who purchased from unauthorized sellers if a quality issue arises.

68. For all of these reasons, Plaintiffs limit third party sales of their products to IBOs who have access to, and must follow, the Amway Rules. By so limiting their sales, Plaintiffs are able to protect the safety of their consumers and maintain the integrity and reputation of the Amway family of brands.

69. Amway also prohibits IBOs from selling Amway products to persons or entities that IBOs know, or have reason to know, are going to resell those products on the Internet (including on Amazon and eBay). The purpose of this restriction is to ensure that Amway products are sold to consumers only by Plaintiffs themselves or by IBOs who are subject to and follow Plaintiffs' quality controls.

70. Amway also provides customers who purchase Amway products through authorized chains of distribution with the Amway Satisfaction Guarantee (“Satisfaction Guarantee”), which allows customers who are not completely satisfied with an Amway product to receive a refund or product replacement within 180 days of purchase. Customers who purchased Amway products from IBOs are given a full refund, credit, or a product exchange by the IBO from whom they purchased their product. Customers who purchased products from Amway.com may return their products to Amway, in accordance with return instructions on their product’s official packing slip.

71. Amway offers the Satisfaction Guarantee only for products that were sold by sellers who are subject to Plaintiffs’ quality controls and have agreed to follow their quality controls—specifically, IBOs and Plaintiffs themselves. Because non-IBOs are not subject to Plaintiffs’ quality controls and Amway cannot therefore ensure the quality of products sold by non-IBOs, the Satisfaction Guarantee is not available for Amway products purchased from any third party who is not an IBO.

Amway’s Discovery of Defendants’ Sales of Amway Products on the Internet

72. Because the unauthorized sale of Amway products over the Internet threatens the safety of consumers and the reputation and goodwill associated with the Amway Registered Trademarks, Amway polices the sales of its products online.

73. Through these efforts, Amway discovered that high volumes of products bearing the Amway Registered Trademarks were being sold on Amazon through storefronts called “last Services,” “Amityville LC,” “Armyville LC,” “1st Health,” “Alpha Health,” “Arts for Hero,” “Arts Great you are,” “ArmyUS LLC:Power for us,” and “Art you Great: Fresh.Faith” (collectively, the “Amazon Storefronts”).

74. Amway conducted investigations to determine the identities of the individual(s) or entity(ies) that were operating the Amazon Storefronts. As a result of its investigation, Amway determined that sometime prior to April 2018, Defendants created the “Art you Great: Fresh.Faith,” storefront on Amazon, through which Defendants unlawfully sold Amway products.

75. Through subsequent investigation, Amway identified Defendants as the operators of the “Art you Great: Fresh.Faith” storefront.

76. On or about January 8, 2019, Amway, through counsel, sent a cease-and-desist letter to Defendants at their home address.

77. No response was received. On or about January 11, 2019, however, Defendants changed the name of their Amazon storefront from “Art you Great: Fresh.Faith” to “Arts Great you are.” On or about January 12, 2019, Defendants again changed the name of their storefront to “Arts for Hero.” On or about January 19, 2019, Defendants changed the name of their storefront to “Alpha Health.” On or about January 20, 2019, Defendants again changed the name of their storefront to “1st Health.”

78. Amway, through counsel, sent a follow-up cease-and-desist letter to Defendants on or about January 31, 2019, demanding that Defendants remove the Amway products from their Amazon storefront instead of merely changing their storefront name in an attempt to evade detection.

79. No response was received and Defendants continued to sell Amway products unlawfully through their “1st Health” storefront on Amazon.

80. On or about February 20, 2019, Defendants again changed the name of their Amazon storefront from “1st Health” to “last Services.”

81. In addition, sometime prior to April 2019, Defendants created a second storefront on Amazon with the name “Amityville LC,” through which Defendants unlawfully sold Amway products.

82. Through subsequent investigation, Amway identified Defendants as the operators of the “Amityville LC” storefront.

83. On or about March 27, 2019, Amway, through counsel, sent a third cease-and-desist letter to Defendants, reiterating its demand that Defendants remove all Amway products from all Amazon storefronts.

84. No response was received. Defendants, however, then changed the name of their second Amazon storefront from “Amityville LC” to “Armyville LC,” and later changed the name of the storefront to “ArmyUS LLC:Power for us.”

85. Although the Defendants can change the names of their Amazon Storefronts at will, each Amazon storefront is assigned a “Merchant ID number” that does not change over time (even when the formal “name” of the storefront is changed). As of the time of filing, Defendants are operating the “ArmyUS LLC:Power for us” Amazon storefront, using the Merchant ID A3JAQFM0XGUNBV. The storefront can be accessed through the following link:

a. <https://www.amazon.com/sp?seller=A3JAQFM0XGUNBV>

86. Upon information and belief, Defendants have repeatedly changed the names of each of the Amazon Storefronts to attempt to evade and avoid detection by Plaintiffs.

87. Each of the letters that Plaintiffs sent to Defendants provided notice that Amway is located in Michigan and thus is harmed in Michigan by Defendants’ illegal sales of infringing products bearing the Amway Registered Trademarks.

88. Defendants continue to sell Amway products through their “ArmyUS LLC:Power for us” storefront on Amazon.

89. Defendants are not and never have been Amway IBOs, either individually or collectively.

Defendants Are Selling Damaged, Defective, Used, and Poor Quality Products Through Their Amazon Storefront

90. Defendants have sold numerous products through their storefront that are damaged, defective, previously used, or of otherwise poor quality. Evidence of these sales can be seen by viewing reviews that customers have written on Defendants’ storefronts.

91. For example, on April 16, 2015, an Amazon customer complained that despite the products being advertised as new, Defendants twice sold him products that were either used or defective: “Ordered my first message cushion. It showed up with a broken piece inside.... I ordered the second one to replace the return. It is advertised as new. The package had obviously been open before and the message cushion has a stain on it. I wouldn’t recommend this seller.”

92. On May 1, 2017, Amazon user “Steve Jones” complained that he received a defective product from Defendants: “Received this with a burned-out battery.”

93. On April 28, 2017, Amazon user “AMS” complained that she received a defective product from Defendants: “Didn’t work, sending back.”

94. On June 14, 2017, an Amazon customer complained that after she had purchased an expensive product from Defendants, Defendants did not respond to her questions related to her purchase: “No response to 2 emails after very \$\$\$ purchase. Zero customer service.”

95. On January 13, 2018, Amazon user “james brindle” complained that he did not receive the product he purchased from Defendants, and the box he did receive had been opened:

“paid 300.00 for an i7 boxed cpu and they sent only fan and you can see where the box cpu is open.”

96. On June 20, 2017, Amazon user “Marge” complained that the product she purchased from Defendants was used and defective: “I expected as a new but it is not. It is open box. Can not even attach to the watch.”

97. On April 6, 2018, Amazon user “Trademark” complained that Defendants misrepresented the nature of the product he purchased: “Seller misrepresented item. Claimed box had never been opened, but it clearly had been and was “taped”. Also, ad stated that it was brand new with full warranty. However, no warranty cards or info were found in the box.”

98. These types of complaints about Defendants are typical of the complaints made about the products sold and the customer service provided by unauthorized sellers on online marketplaces, including the sale of damaged, defective, used, and poor quality products.

Defendants Are Infringing the Amway Registered Trademarks by Selling Products Bearing The Amway Registered Trademarks That Are Not Subject To and Interfere with Plaintiffs’ Quality Control Requirements

99. Defendants, without authorization from Plaintiffs, have sold—and are currently selling—products bearing the Amway Registered Trademarks through various channels, including through storefronts on Amazon. Upon information and belief, Defendants are also selling Amway products through additional storefronts and channels beyond those referenced in this Complaint.

100. The products sold by Defendants are not genuine Amway products because they are not subject to, and interfere with, Plaintiffs’ quality control and customer service requirements that IBOs must follow.

101. Additionally, the numerous negative reviews of Defendants’ Amazon storefronts in which customers complain of receiving poor quality products show that it is very likely

Defendants are selling products bearing the Amway Registered Trademarks that are of poor quality and are, thus, responsible for some of the many negative reviews of Amway products that appear on the Amazon marketplace. *See supra* ¶¶ 33-57. Accordingly, upon information and belief, the products being sold by Defendants are also not genuine Amway products because they do not abide by Plaintiffs' quality control and customer service requirements that IBOs must follow.

102. Through their unauthorized use of the Amway Registered Trademarks, Defendants have misled—and continue to mislead—consumers into believing they are purchasing products with the same quality controls as genuine Amway products. In reality, however, the products sold by Defendants are materially different from genuine Amway products because they are not subject to, do not abide by, and interfere with, Plaintiffs' quality control and customer service requirements.

103. Defendants' disregard of Amway's cease-and-desist letters, their attempts to conceal their identities and evade Plaintiffs' detection, and their continued unlawful sales of non-genuine, infringing products show that Defendants are acting intentionally, willfully, and maliciously.

104. Upon information and belief, through their storefronts on the highly interactive Amazon website, Defendants accept and fulfill orders from Michigan residents for products bearing the Amway Registered Trademarks and cause infringing products bearing the Amway Registered Trademarks to be shipped to persons located in Michigan through the regular course of business.

**Defendants Are Infringing the Amway Registered Trademarks by Selling
Products Bearing The Amway Registered Trademarks That
Do Not Come With the Amway Satisfaction Guarantee**

105. As set forth above, Amway products purchased from Plaintiffs or IBOs come with the Amway Satisfaction Guarantee. Amway, however, does not provide the Satisfaction Guarantee for products purchased from any third party who is not an IBO because Amway cannot ensure the quality of products sold by sellers that are not subject to Plaintiffs' quality controls.

106. Because Defendants are not IBOs and, thus, are not subject to Plaintiffs' quality control requirements, the products they sell bearing the Amway Registered Trademarks do not come with the Satisfaction Guarantee.

107. Because the products Defendants sell do not come with the Satisfaction Guarantee, they are materially different from genuine Amway products.

108. The Satisfaction Guarantee is a material element of genuine Amway products. Consumers considering whether to purchase Amway products would find it relevant to their purchasing decision to know whether the product they are purchasing is eligible for the Satisfaction Guarantee. Consumers who purchase Amway products with the Satisfaction Guarantee receive the peace of mind that they are receiving a high-quality product, that Amway stands behind the product, and that they will have 180 days to get a refund, credit, or product replacement if they are dissatisfied with their product for any reason.

109. Defendants' unauthorized sale of products bearing the Amway Registered Trademarks is likely to, and does, create customer confusion because customers who purchase products from Defendants believe they are purchasing genuine Amway products that come with the Satisfaction Guarantee when, in fact, they are not.

Defendants Are Tortiously Interfering With Amway's Contracts With IBOs

110. As discussed, Plaintiffs sell Amway products to U.S. consumers exclusively through Amway.com and through IBOs.

111. Amway has entered into contracts with all of its IBOs that prohibit IBOs from selling Amway products to persons or entities that IBOs know, or have reason to know, are going to resell the products on the Internet.

112. Defendants have sold a high volume of Amway products on the Internet. Neither Defendant is nor has ever been an IBO, and Plaintiffs have not themselves sold any products to Defendants.

113. Defendants have refused to disclose how they obtained the Amway products they have resold on the Internet. Given that Defendants have sold a high volume of Amway products on the Internet and Plaintiffs have not sold any Amway products to Defendants, however, it is plausible and can reasonably be inferred that Defendants must have purchased the Amway products they sold from one or more IBOs.

114. Accordingly, upon information and belief, Defendants have purchased Amway products from IBOs for the purpose of reselling them on the Internet.

115. Amway's contracts with its IBOs are a specific class of contract that Defendants are causing IBOs to breach when they purchase Amway products from IBOs. Although Plaintiffs do not yet know which specific IBO(s) have breached their contracts with Amway—and indeed cannot learn this information until they are able to take discovery from Defendants in this action—Defendants know how they obtained the Amway products they sold and are on notice of the basis for Plaintiffs' claim of tortious interference with contracts.

116. By purchasing Amway products from IBOs and then reselling them on the Internet, Defendants caused and induced IBOs to breach their contracts with Amway.

117. Defendants have known that Amway's contracts with IBOs prohibit IBOs from selling Amway products to third parties, such as Defendants, who the IBOs know or have reason to know are going to resell the products on the Internet.

118. Defendants have known of this prohibition, among other reasons, because Amway served three letters on Defendants from January 8, 2019 to March 27, 2019, that informed them of the prohibition.

119. Despite having knowledge of this prohibition, Defendants intentionally, knowingly, and willfully interfered with Amway's contracts with its IBOs by inducing IBOs to breach their contracts and sell Amway products to Defendants that Defendants resold on the Internet.

120. Defendants were not justified in their conduct. Defendants purchased Amway products from IBOs—and in so doing, instigated a breach of the IBOs' contracts with Amway—so that Defendants could resell the products on the Internet, thereby unlawfully infringing upon and materially damaging the value of the Amway Registered Trademarks.

121. Defendants are not parties to the contracts they caused IBOs to breach.

122. If Plaintiffs learn through discovery that Defendants somehow did not obtain from any IBO any of the Amway products they have sold on the Internet, Plaintiffs will dismiss their claim for tortious interference with existing contracts.

Plaintiffs Have Suffered Substantial Harm As A Result of Defendants' Conduct

123. As a proximate result of Defendants' actions, Plaintiffs have suffered, and will continue to suffer, significant monetary harm including, but not limited to, loss of sales, damage

to the value of their intellectual property, harm to the goodwill associated with the Amway family of brands, and damage to their existing and potential business relations.

124. Defendants' conduct was and is knowing, intentional, willful, intentional, malicious, wanton, and contrary to law.

125. Plaintiffs are entitled to injunctive relief because Defendants will otherwise continue to sell unlawfully products bearing the Amway Registered Trademarks that are materially different from genuine Amway products sold by IBOs and are outside of Plaintiffs' quality controls, thereby compromising Plaintiffs' quality controls. Defendants' ongoing illegal conduct has caused and will continue to cause irreparable harm to Plaintiffs' reputation, goodwill, business relationships, intellectual property, and brand integrity.

COUNT I
Trademark Infringement
15 U.S.C. §§ 1114 and 1125(a)

126. Plaintiffs re-allege and incorporate the allegations set forth in the foregoing paragraphs as if fully set forth herein.

127. Plaintiffs are the owner and licensee of the Amway Registered Trademarks.

128. Alticor has registered the Amway Registered Trademarks with the United States Patent and Trademark Office.

129. The Amway Registered Trademarks are valid and subsisting trademarks in full force and effect.

130. Defendants have willfully and knowingly used, and continue to use, the Amway Registered Trademarks in commerce for the purpose of selling products on the Internet without Plaintiffs' consent.

131. The products that Defendants sell bearing the Amway Registered Trademarks are not authorized for sale by Plaintiffs.

132. Defendants' use of the Amway Registered Trademarks in connection with their unauthorized sale of products is likely to cause confusion, cause mistake, or deceive consumers because it falsely suggests that the products offered for sale by Defendants are the same as genuine products legitimately bearing the Amway Registered Trademarks and originate from, or are sponsored by, authorized by, or otherwise connected with Plaintiffs.

133. Defendants' use of the Amway Registered Trademarks in connection with their sale of Amway products is likely to cause confusion, cause mistake, or deceive because it suggests that the products Defendants offer for sale are genuine and authentic Amway products.

134. The products sold by Defendants are not, in fact, genuine and authentic Amway products. The products sold by Defendants are materially different because, among other reasons, they are ineligible for the Satisfaction Guarantee and are not subject to, do not abide by, and interfere with the Amway quality control procedures that IBOs must follow.

135. Defendants' unauthorized use of the Amway Registered Trademarks has materially damaged the value of the Amway Registered Trademarks, caused significant damage to Plaintiffs' business relations, and infringed on the Amway Registered Trademarks.

136. As a proximate result of Defendants' actions, Plaintiffs have suffered, and will continue to suffer, great damage to their business, goodwill, reputation, and profits in an amount to be proven at trial.

137. Plaintiffs are entitled to recover their damages caused by Defendants' infringement of the Amway Registered Trademarks and disgorge Defendants' profits from their willfully infringing sales and unjust enrichment.

138. Plaintiffs are entitled to injunctive relief under 15 U.S.C. § 1116 because they have no adequate remedy at law for Defendants' infringement, and unless Defendants are permanently enjoined, Plaintiffs will suffer irreparable harm.

139. Plaintiffs are entitled to enhanced damages and attorneys' fees under 15 U.S.C. § 1117(a) because Defendants willfully, intentionally, maliciously, and in bad faith infringed on the Amway Registered Trademarks.

COUNT II
Unfair Competition
15 U.S.C. § 1125(a)(1)(A)

140. Plaintiffs re-allege and incorporate the allegations set forth in the foregoing paragraphs as if fully set forth herein.

141. Plaintiffs are the owner and licensee of the Amway Registered Trademarks.

142. Alticor has registered the Amway Registered Trademarks with the United States Patent and Trademark Office.

143. The Amway Registered Trademarks are valid and subsisting trademarks in full force and effect.

144. Defendants have willfully and knowingly used, and continue to use, the Amway Registered Trademarks in commerce for the purpose of selling Amway products on the Internet without Plaintiffs' consent.

145. The products that Defendants sell bearing the Amway Registered Trademarks are not authorized for sale by Plaintiffs.

146. Defendants' use of the Amway Registered Trademarks in connection with their unauthorized sale of products is likely to cause confusion, cause mistake, or deceive consumers because it suggests that the products offered for sale by Defendants are the same as genuine

products legitimately bearing the Amway Registered Trademarks and originate from, or are sponsored by, authorized by, or otherwise connected with Plaintiffs when they are not.

147. Defendants' use of the Amway Registered Trademarks in connection with their sale of Amway products is likely to cause confusion, cause mistake, or deceive because it suggests that the products Defendants offer for sale are genuine and authentic Amway products when they are not.

148. Defendants' unauthorized sale of products bearing the Amway Registered Trademarks and unauthorized use of the Amway Registered Trademarks in advertising infringes on the Amway Registered Trademarks.

149. Defendants' unauthorized sale of products bearing the Amway Registered Trademarks and unauthorized use of the Amway Registered Trademarks in advertising has materially damaged the value of the Amway Registered Trademarks and has caused significant damages to Plaintiffs' business relations.

150. As a proximate result of Defendants' actions, Plaintiffs have suffered, and will continue to suffer, great damage to their business, goodwill, reputation, and profits in an amount to be proven at trial.

151. Plaintiffs are entitled to recover their damages caused by Defendants' unfair competition and disgorge Defendants' profits from their unlawful sales and unjust enrichment.

152. Plaintiffs are entitled to injunctive relief under 15 U.S.C. § 1116 because they have no adequate remedy at law for Defendants' actions and, unless Defendants are permanently enjoined, Plaintiffs will suffer irreparable harm.

153. Plaintiffs are entitled to enhanced damages and attorneys' fees under 15 U.S.C. § 1117(a) because Defendants willfully, intentionally, maliciously, and in bad faith infringed on the Amway Registered Trademarks.

COUNT III
Trademark Dilution
15 U.S.C. § 1125(c)

154. Plaintiffs re-allege and incorporate the allegations set forth in the foregoing paragraphs as if fully set forth herein.

155. Products bearing the AMWAY® trademark have been sold to the public since 1959. For 60 years, Plaintiffs and their predecessor companies have been recognized by consumers as the source of high quality products bearing the AMWAY® trademark, beginning with cleaning products and expanding to nutrition, beauty, bath and body, cookware, household, and many other types of products.

156. The AMWAY® trademark was first filed with the United States Patent and Trademark Office in 1960, and was registered in 1961. Since that time, the AMWAY® trademark has been filed and registered with respect to numerous categories of goods and services.

157. Alticor owns the Amway Registered Trademarks and has licensed the Amway Registered Trademarks to various subsidiaries, including Amway.

158. The Amway Registered Trademarks are valid and subsisting trademarks in full force and effect.

159. Plaintiffs have expended substantial time, effort, money, and resources advertising and promoting products and services under the AMWAY® trademark. As a result of Plaintiffs' efforts, the AMWAY® trademark is the means by which Amway products and services are distinguished from others in the marketplace.

160. Plaintiffs market, advertise, and sell products bearing the AMWAY® trademark throughout the United States.

161. Amway has implemented legitimate and substantial quality controls that it requires all IBOs to follow to protect the Amway name and family of brands.

162. Consumers throughout the United States recognize and associate the Amway name with quality.

163. Because of the quality, durability, and dependability of Amway products and Plaintiffs' use of the AMWAY® trademark, consumers trust the Amway name and Amway products.

164. The AMWAY® trademark is inherently distinctive, and as a result of Plaintiffs' long and continuous use of the AMWAY® trademark, it has acquired a secondary meaning associated by purchasers and the public with Plaintiffs' products and services.

165. Amway is widely recognized as the designated source of goods bearing the AMWAY® trademark.

166. For these reasons, since at least 1970, the AMWAY® trademark has been famous, distinctive, and a widely recognized mark by the consuming public.

167. After the AMWAY® trademark became famous, beginning on or around 2016, Defendants have willfully used the AMWAY® trademark in connection with the unauthorized and illegal sale of products.

168. Because the products sold by Defendants do not come with the Satisfaction Guarantee and are not subject to and do not abide by Plaintiffs' quality controls, consumers who purchase products from Defendants are more likely to receive a poor quality, damaged, or defective product and have an unsatisfactory customer experience.

169. Consumers who receive poor quality products that do not come with the Satisfaction Guarantee or customer service provided by IBOs are likely to associate that negative experience with Plaintiffs and the AMWAY® trademark. As a result Defendants' unauthorized and willful use of the AMWAY® trademark is tarnishing and diluting the value and distinctive quality of the AMWAY® trademark.

170. Defendants' unlawful actions have harmed the reputation and goodwill associated with the AMWAY® trademark, and Plaintiffs have suffered and will continue to suffer immediate and irreparable injury. Further, Defendants' actions have harmed and will continue to harm consumers interested in purchasing genuine Amway products.

171. As a proximate result of Defendants' actions, Plaintiffs have suffered, and will continue to suffer, great damage to their business, goodwill, reputation, and profits in an amount to be proven at trial.

172. Plaintiffs are entitled to recover their damages caused by Defendants' dilution of the AMWAY® Trademark and disgorge Defendants' profits from their unlawful sales and unjust enrichment.

173. Plaintiffs are entitled to injunctive relief under 15 U.S.C. § 1116 because they have no adequate remedy at law for Defendants' actions and, unless Defendants are permanently enjoined, Plaintiffs will suffer irreparable harm.

174. Plaintiffs are entitled to enhanced damages and attorneys' fees under 15 U.S.C. § 1117(a) because Defendants willfully, intentionally, maliciously, and in bad faith infringed on the Amway Registered Trademarks.

COUNT IV

Common Law Trademark Infringement and Unfair Competition

175. Plaintiffs re-allege and incorporate the allegations set forth in the foregoing paragraphs as if fully set forth herein.

176. Plaintiffs are the owner and licensee of the Amway Registered Trademarks.

177. Alticor has registered the Amway Registered Trademarks with the United States Patent and Trademark Office.

178. The Amway Registered Trademarks are valid and subsisting trademarks in full force and effect.

179. Defendants have willfully and knowingly used, and continue to use, the Amway Registered Trademarks in commerce for the purpose of selling products on the Internet without Plaintiffs' consent.

180. The products that Defendants sell bearing the Amway Registered Trademarks are not authorized for sale by Plaintiffs.

181. Defendants' use of the Amway Registered Trademarks in connection with their unauthorized sale of products is likely to cause confusion, cause mistake, or deceive consumers because it falsely suggests that the products offered for sale by Defendants are the same as genuine products legitimately bearing the Amway Registered Trademarks and originate from, or are sponsored by, authorized by, or otherwise connected with Plaintiffs.

182. Defendants' use of the Amway Registered Trademarks in connection with their sale of Amway products is likely to cause confusion, cause mistake, or deceive because it suggests that the products Defendants offer for sale are genuine and authentic Amway products.

183. The products sold by Defendants are not, in fact, genuine and authentic Amway products. The products sold by Defendants are materially different because, among other reasons,

they are ineligible for the Satisfaction Guarantee and are not subject to, do not abide by, and interfere with Amway's quality control procedures that IBOs must follow.

184. Defendants' unauthorized use of the Amway Registered Trademarks has materially damaged the value of the Amway Registered Trademarks, caused significant damage to Plaintiffs' business relations, and infringed on the Amway Registered Trademarks.

185. As a proximate result of Defendants' actions, Plaintiffs have suffered, and will continue to suffer, great damage to their business, goodwill, reputation, and profits in an amount to be proven at trial.

186. Plaintiffs are entitled to recover their damages caused by Defendants' infringement of the Amway Registered Trademarks and disgorge Defendants' profits from their willfully infringing sales and unjust enrichment.

187. In harming Plaintiffs, Defendants have acted with willful misconduct and actual malice. Accordingly, Plaintiffs are entitled to an award of exemplary damages.

COUNT V
Unfair Competition In Violation of Michigan Consumer Protection Act
Mich. Comp. Laws §§ 445.901, et seq.

188. Plaintiffs re-allege and incorporate the allegations set forth in the foregoing paragraphs as if fully set forth herein.

189. Defendants' use of the Amway Registered Trademarks in connection with their unauthorized sale of products is likely to cause confusion, cause mistake, or deceive consumers because it falsely suggests that the products offered for sale by Defendants are the same as genuine products legitimately bearing the Amway Registered Trademarks and originate from, or are sponsored by, authorized by, or otherwise connected with Plaintiffs.

190. Defendants' use of the Amway Registered Trademarks in connection with their sale of Amway products is likely to cause confusion, cause mistake, or deceive because it suggests that the products Defendants offer for sale are genuine and authentic Amway products.

191. The products sold by Defendants are not, in fact, genuine and authentic Amway products. The products sold by Defendants are materially different because, among other reasons, they are ineligible for the Satisfaction Guarantee and are not subject to, do not abide by, and interfere with Amway's quality control procedures that IBOs must follow.

192. Defendants' unauthorized use of the Amway Registered Trademarks has materially damaged the value of the Amway Registered Trademarks, caused significant damage to Plaintiffs' business relations, and infringed on the Amway Registered Trademarks.

193. Defendants' actions constitute an unfair or deceptive sales practice as described in Michigan Consumer Protection Act, §§ 445.901, et seq.

194. In harming Plaintiffs, Defendants have acted with willful misconduct and actual malice. Accordingly, Plaintiffs are entitled to an award of exemplary damages.

COUNT VI
Tortious Interference with Existing Contracts

195. Plaintiffs re-allege and incorporate the allegations set forth in the foregoing paragraphs as if fully set forth herein.

196. Plaintiffs sell Amway products to U.S. consumers exclusively through Amway.com and through IBOs.

197. Amway has entered into contracts with IBOs that prohibit IBOs from selling Amway products to persons or entities that IBOs know, or have reason to know, are going to resell the products on the Internet.

198. Defendants have sold a high volume of Amway products on the Internet.

199. Neither Sang Park nor Hwa Deok Park are or have ever been IBOs, and Plaintiffs have not themselves sold any Amway products to Sang Park or Hwa Deok Park.

200. Based on these facts, it is plausible and can reasonably be inferred that Defendants must have purchased the Amway products they have resold from one or more IBOs.

201. By purchasing Amway products from IBOs and then reselling them on the Internet, Defendants caused and induced IBOs to breach their contracts with Amway.

202. Defendants have known that Amway's contracts with IBOs prohibit IBOs from selling Amway products to third parties, such as Defendants, who the IBOs know or have reason to know are going to resell the products on the Internet.

203. Defendants have known of this prohibition, among other reasons, because Amway served three letters on Defendants from January to March 2019 that informed them of the prohibition.

204. Despite having knowledge of this prohibition, Defendants intentionally, knowingly, and willfully interfered with Amway's contracts with its IBOs by inducing IBOs to breach their contracts and sell Amway products to Defendants that Defendants resold on the Internet.

205. Defendants were not justified in their conduct. Defendants purchased Amway products from IBOs—and in so doing, instigated a breach of the IBOs' contracts with Amway—so that Defendants could unlawfully infringe upon and materially damage the value of the Amway Registered Trademarks by reselling the products on the Internet.

206. Defendants were not parties to the contracts that they caused IBOs to breach.

207. Defendants' actions have caused injury to Plaintiffs for which Plaintiffs are entitled to compensatory damages in an amount to be proven at trial.

208. Plaintiffs are entitled to recover exemplary damages because Defendants have acted with malice and willful and wanton misconduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief and judgment as follows:

A. Judgment in favor of Plaintiffs and against Defendants in an amount to be determined at trial including, but not limited to, compensatory damages, statutory damages, treble damages, restitution, disgorgement of profits, punitive damages, exemplary damages, and pre-judgment and post-judgment interest, as permitted by law;

B. A permanent injunction enjoining Defendants and any employees, agents, servants, officers, representatives, directors, attorneys, successors, affiliates, assigns, any and all other entities owned or controlled by Defendants, and all of those in active concert and participation with Defendants (the “Enjoined Parties”) as follows:

- i) Prohibiting the Enjoined Parties from advertising or selling, via the Internet or otherwise, all Amway products,
- ii) Prohibiting the Enjoined Parties from using any of the Amway Registered Trademarks in any manner, including advertising on the Internet,
- iii) Prohibiting the Enjoined Parties from importing, exporting, manufacturing, producing, distributing, circulating, selling, offering to sell, advertising, promoting, or displaying any and all Amway products as well as any products bearing any of the Amway Registered Trademarks,
- iv) Prohibiting the Enjoined Parties from disposing of, destroying, altering, moving, removing, concealing, or tampering with any records related to any products sold by them which contain the Amway Registered Trademarks including: invoices, correspondence with vendors and distributors, bank records, account books, financial statements, purchase contracts, sales receipts, and any other records that would reflect the source of the products that Defendants have sold bearing these trademarks,
- v) Requiring the Enjoined Parties to take all action to remove from the Enjoined Parties’ websites any reference to any Amway products or any of the Amway Registered Trademarks,

- vi) Requiring the Enjoined Parties to take all action, including but not limited to, requesting removal from the Internet search engines (such as Google, Yahoo!, and Bing), to remove from the Internet any of the Amway Registered Trademarks which associate Amway products or the Amway Registered Trademarks with the Enjoined Parties or the Enjoined Parties' websites,
 - vii) Requiring the Enjoined Parties to take all action to remove the Amway Registered Trademarks from the Internet, including from the website www.amazon.com;
- C. An award of attorneys' fees, costs, and expenses; and
 - D. Such other and further relief as the Court deems just, equitable and proper.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury on all issues so triable.

Dated: June 26, 2019

s/Edward J. Bardelli
Edward J. Bardelli (P53849)
WARNER NORCROSS + JUDD LLP
900 Fifth Third Center
111 Lyon Street, N.W.
Grand Rapids, Michigan 49503
(616) 752-2165
ebardelli@wnj.com

*Attorneys for Plaintiffs Alticor Inc. and
Amway Corp.*

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN

Alticor Inc. and Amway Corp.

Case No.
Hon.

v.

Hwa Deok Park and Sang Park

TO: Hwa Deok Park
ADDRESS: 22407 57th Ave.
Oakland Gardens, NY 11364-2056

A lawsuit has been filed against you.

YOU ARE HEREBY SUMMONED and required to serve upon plaintiff, an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure within 21 days after service of this summons on you (not counting the day you received it). If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You must also file your answer or motion with the Court.

The Court has offices in the following locations:

- 399 Federal Building, 110 Michigan St., NW, Grand Rapids, MI 49503
- P.O. Box 698, 314 Federal Building, Marquette, MI 49855
- 107 Federal Building, 410 W. Michigan Ave., Kalamazoo, MI 49007
- 113 Federal Building, 315 W. Allegan, Lansing, MI 48933

PLAINTIFF OR PLAINTIFF'S ATTORNEY NAME AND ADDRESS

Edward J. Bardelli
Warner Norcross + Judd LLP
900 Fifth Third Center
111 Lyon Street, NW
Grand Rapids, MI 49503 (616)752-2165

CLERK OF COURT

By: Deputy Clerk

Date

PROOF OF SERVICE

This summons for Hwa Deok Park was received by me on _____.

(name of individual and title, if any)

(date)

I personally served the summons on the individual at _____ on _____.

(place where served)

(date)

I left the summons at the individual's residence or usual place of abode with _____, a person of suitable age and discretion who resides there, on _____, and mailed a copy to the individual's last known address.

(name)

(date)

I served the summons on _____, who is designated by law to accept service of process on behalf of _____ on _____.

(name of individual)

(name of organization)

(date)

I returned the summons unexecuted because _____.

Other (specify) _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under the penalty of perjury that this information is true.

Date: _____

Server's signature

Additional information regarding attempted service, etc.:

Server's printed name and title

Server's address

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN

Alticor Inc. and Amway Corp.

Case No.
Hon.

v.

Hwa Deok Park and Sang Park

TO: Sang Park
ADDRESS: 22407 57th Ave.
Oakland Gardens, NY 11364-2056

A lawsuit has been filed against you.

YOU ARE HEREBY SUMMONED and required to serve upon plaintiff, an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure within 21 days after service of this summons on you (not counting the day you received it). If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You must also file your answer or motion with the Court.

The Court has offices in the following locations:

- 399 Federal Building, 110 Michigan St., NW, Grand Rapids, MI 49503
- P.O. Box 698, 314 Federal Building, Marquette, MI 49855
- 107 Federal Building, 410 W. Michigan Ave., Kalamazoo, MI 49007
- 113 Federal Building, 315 W. Allegan, Lansing, MI 48933

PLAINTIFF OR PLAINTIFF'S ATTORNEY NAME AND ADDRESS

Edward J. Bardelli
Warner Norcross + Judd LLP
900 Fifth Third Center
111 Lyon Street, NW
Grand Rapids, MI 49503 (616)752-2165

CLERK OF COURT

By: Deputy Clerk

Date

PROOF OF SERVICE

This summons for Sang Park was received by me on _____.

(name of individual and title, if any)

(date)

I personally served the summons on the individual at _____ on _____.

(place where served)

(date)

I left the summons at the individual's residence or usual place of abode with _____, a person of suitable age and discretion who resides there, on _____, and mailed a copy to the individual's last known address.

(name)

(date)

I served the summons on _____, who is designated by law to accept service of process on behalf of _____ on _____.

(name of individual)

(name of organization)

(date)

I returned the summons unexecuted because _____.

Other (specify) _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under the penalty of perjury that this information is true.

Date: _____

Server's signature

Additional information regarding attempted service, etc.:

Server's printed name and title

Server's address