

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE  
NORTHERN DIVISION

ALEX AND ANI, LLC, d/b/a )  
Alex and Ani, )  
 ) Civ. Action No. \_\_\_\_\_  
Plaintiff, )  
 ) JUDGE \_\_\_\_\_  
v. )  
 ) JURY TRIAL DEMANDED  
DEBRA CIKOVIC, d/b/a )  
Belleza Jewelry, )  
 )  
Defendant. )

**COMPLAINT**

1. This is an action at law and equity arising under the patent laws of the United States, Title 35 of the United States Code; the Lanham Act, 15 U.S.C. §§ 1051 *et seq.*; and for substantial and related Tennessee and common-law claims.

2. Alex and Ani is an American jewelry company based in Rhode Island. At all times relevant to this Complaint, Alex and Ani created, manufactured, and distributed a distinctive bangle that is the subject of United States Design Patent No. D498,167 entitled “Expandable Wire Bracelet” (the “’167 Patent”). A copy of this patent is attached hereto at Exhibit A.

3. The design claimed in the ‘167 patent has become the signature Alex and Ani design for its distinctive line of Alex and Ani expandable bangles, a design which has achieved secondary meaning in the United States marketplace.

4. Alex and Ani is also the owner of a federal trademark registration (Reg. No. 4,153,058) for the ALEX AND ANI mark in connection with Alex and Ani’s jewelry and

accessories lines. A copy of this trademark registration is attached hereto at Exhibit B.

5. Through the Belleza Jewelry label, Defendant Debra Cikovic has manufactured, imported, sold, and/or otherwise distributed knockoff bangle bracelets using the ALEX AND ANI mark throughout the United States, and attempted to capitalize on the goodwill of the distinctive Alex and Ani brand.

### **THE PARTIES**

6. Alex and Ani is a limited liability company organized under the laws of the State of Rhode Island with a principal place of business located at 2000 Chapel View Boulevard, Cranston, Rhode Island.

7. On information and belief, Cikovic is an individual domiciled in Tennessee. On information and belief, Cikovic has been doing business under the name “Belleza Jewelry” since 2011. On information and belief, Cikovic, doing business under the name Belleza Jewelry, is headquartered in Knoxville, Tennessee.

### **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. § 1338 and, under the principles of supplemental jurisdiction, 28 U.S.C. § 1367.

9. As an individual domiciled in Tennessee, Cikovic is subject to personal jurisdiction in Tennessee. Further, acts of infringement giving rise to this cause of action occurred in this jurisdiction, as, upon information and belief, Belleza Jewelry is headquartered in Knoxville, Tennessee.

10. Venue is proper in this District under 38 U.S.C. §§ 1391(b)(1) and (c)(1) and

§ 1400(b) because Cikovic resides in this Judicial District, has a regular and established place of business in this District, and acts of infringement were committed in this District. Venue is also proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Alex and Ani's claims occurred in this District.

**ALEX AND ANI'S FAMOUS TRADEMARK AND TRADE DRESS**

11. Alex and Ani is a manufacturer and distributor of high quality fashion jewelry designs that carry self-affirming messages based on the life and experiences of their creator, Carolyn Rafaelian. Alex and Ani manufactures its products in Rhode Island and sells them through authorized retailers throughout the United States and internationally.

12. Alex and Ani jewelry is made using eco-friendly, recycled materials made entirely in the United States. Manufacturing in the United States and reusing and recycling materials is an integral part of Alex and Ani's mission as a conscious and eco-friendly company.

13. Since 1999, the ALEX AND ANI mark has continuously been used in interstate commerce to identify Alex and Ani jewelry products and to distinguish them from those made and sold by others.

14. On June 5, 2012, the ALEX AND ANI mark was registered in the United States Patent and Trademark Office on the Principal Register covering the use of said mark on jewelry, accessories, and retail store services. This registration is outstanding and valid. A copy of this trademark registration is attached hereto at Exhibit B.

15. Alex and Ani's distinctive bangle bracelets feature a circular, one-piece bangle style bracelet formed from a single piece of wire from approximately .050 to .064 gauge, the ends of which overlap in part and capture the portion of the wire above and below each end by means

of a stylistic twist. Alex and Ani's signature bangles also include a prominent charm positioned within the overlapping portion of the bangle. This bangle design is common across Alex and Ani's signature line of products.

16. This unique combination of elements (the "Alex and Ani Trade Dress") serves to readily distinguish for consumers Alex and Ani's wide range of products from the goods of competitors. Alex and Ani enjoys substantial goodwill in the design of the Alex and Ani products, owing to Alex and Ani's lengthy, innovative and exclusive use of the distinctive product design.

17. A sample of the Alex and Ani Trade Dress is shown below:



18. Alex and Ani has continuously used the Alex and Ani Trade Dress in commerce since at least 2004.

19. Alex and Ani has gone to great expense and effort to develop, promote, and

protect the ALEX AND ANI mark and the Alex and Ani Trade Dress. As a result of Alex and Ani's efforts and longevity, the ALEX AND ANI mark, the Alex and Ani Trade Dress, and all products sold bearing the Alex and Ani Trade Dress have become widely recognized by consumers and the industry as being associated with Alex and Ani. Alex and Ani's products have achieved a well-deserved reputation for quality and have experienced impressive sales growth and success over the last nine years.

20. Alex and Ani have expended substantial sums to conduct advertising promoting the ALEX AND ANI mark and highlighting the Alex and Ani Trade Dress both in the United States and elsewhere.

21. The excellence of Alex and Ani products has been widely recognized in the United States and worldwide and has favorably been reported upon by the press. Just a few of the many publications that have reported on Alex and Ani's well-known trademark and Trade Dress are *Vogue*, *Glamour*, *Redbook*, *InStyle Spain*, *Lucky Magazine*, *Daily Front Row*, *ELLE*, *ELLE Spain*, *Women's Health* and *Brides*.

22. Because of its distinctive nature and wide-ranging popularity, the Alex and Ani Trade Dress has frequently been a target of copying by competitors in the industry, including Cara Accessories, Ann Taylor Loft, Forever 21, Old Navy, and Max and Chloe. In each instance, Alex and Ani was successful in policing its intellectual property rights, and the copying was discontinued.

23. The ALEX AND ANI mark and the Alex and Ani Trade Dress have become well known and identified in the minds of the trade and the purchasing public as identifying products belonging to Alex and Ani's signature line of expandable bangles. Indeed, as of the filing of this

Complaint, the popular handmade and craft commerce website, www.etsy.com, featured hundreds of knockoffs of Alex and Ani's signature expandable bangle design, many explicitly promoted as "Alex and Ani Inspired" or "Alex and Ani Style."

24. The ALEX AND ANI mark and the Alex and Ani Trade Dress have come to indicate the source and quality of Alex and Ani's products and to signify the association with Alex and Ani, a company that manufactures in the United States and reuses and recycles materials as an integral part of its mission to be conscious and eco-friendly.

25. The ALEX AND ANI mark and the Alex and Ani Trade Dress have grown to become important business assets of immense and incalculable value.

26. The Alex and Ani Trade Dress is not functional. It is not essential to the purpose or use of Alex and Ani products that feature the Alex and Ani Trade Dress, nor does it affect the cost or quality of these Alex and Ani products. Further, exclusive use by Alex and Ani of the Alex and Ani Trade Dress would not put competitors at a significant non-reputation-related disadvantage.

#### **ALEX AND ANI'S PATENT**

27. To protect her signature bangle bracelet invention, Alex and Ani's founder, Carolyn Rafaelian, applied for and received the '167 Patent.

28. The '167 Patent was duly and legally issued by the United States Patent and Trademark Office on November 9, 2004 to Carolyn Rafaelian, who has assigned all right, title, and interest in the patent to Alex and Ani.

29. A true and correct copy of the '167 Patent is attached hereto as Exhibit A.

30. Upon information and belief, Cikovic has willfully and deliberately copied Alex

and Ani’s patented design.

**CIKOVIC’S WRONGFUL ACTS**

31. Alex and Ani discovered that Cikovic, doing business under the name Belleza Jewelry, is manufacturing, importing, offering for sale, selling, distributing, and/or advertising goods that infringe the ‘167 patent and bear the ALEX AND ANI mark and the Alex and Ani Trade Dress (the “Infringing Goods”), in interstate commerce via the online website *bellezajewelry.com*.

32. The Infringing Goods are offered in the same channels of trade as Alex and Ani’s products bearing the ALEX AND ANI mark and Alex and Ani Trade Dress.

33. Representative examples of genuine Alex and Ani designs are shown below on the left along with examples of the Infringing Goods on the right.

<b>Genuine Alex and Ani Bangles</b>	<b>Infringing Belleza Jewelry Bangles</b>
	



34. The likelihood of confusion between the Infringing Goods and Alex and Ani’s goods is great because the average retail consumer is not likely to exercise a high degree of care in purchasing a relatively inexpensive product such as bangle bracelets.

35. The likelihood of confusion is also great because the goods are related: both the Infringing Goods and Alex and Ani goods bearing the Alex and Ani Trade Dress are expandable bangle bracelets.

36. The likelihood of confusion is also great because Cikovic intentionally references the ALEX AND ANI mark in connection with the Infringing Goods.

37. Cikovic’s business website, [bellezajewelry.com](http://bellezajewelry.com), has a link to a bracelet sub-category page titled “AA Inspired,” which takes consumers directly to a website page



([http://www.bellezajewelry.com/AA-Inspired\\_c\\_108.html](http://www.bellezajewelry.com/AA-Inspired_c_108.html)) that contains links to view and purchase the Infringing Goods. Upon information and belief, the term “AA Inspired” is a reference to the ALEX AND ANI mark and is intended to create a mental connection between the Alex and Ani brand and the Infringing Goods. Cikovic also uses the term “Alex and Ani Inspired” in conjunction with one of the Infringing Goods sold on bellezajewelry.com. Copies of the relevant webpages are attached at Exhibit C.

38. Upon information and belief, in August 2013, Cikovic, doing business under the name Belleza Jewelry, partnered with DealChicken.com, an e-commerce website, in order to offer for sale and promote the Infringing Goods through the DealChicken website.

39. The Belleza Jewelry deals offered through DealChicken.com referenced the ALEX AND ANI mark in order to market and sell the Infringing Goods. Pictured at Exhibit D are examples of the manner in which Cikovic, via DealChicken.com, referenced the ALEX AND ANI mark in order to market and sell the Infringing Goods.

40. Upon information and belief, DealChicken.com has advertised and promoted the Infringing Goods as part of its national deals, as well as through various local deals, which have resulted in sales of over 3,700 of Cikovic’s Infringing Goods.

41. Upon information and belief, Cikovic, doing business under the name Belleza Jewelry, has partnered with other “deal” websites in order to market and sell the Infringing Goods, including Moolala.com, and Dealsurf.com. A copy of the relevant webpages are attached at Exhibit E.

42. Upon information and belief, Cikovic, doing business under the name Belleza Jewelry, has partnered with various bloggers and sponsored “giveaways” of a Belleza Jewelry

product in order to market and sell the Belleza Jewelry goods, including the Infringing Goods, by drawing customers to bellezajewelry.com.

43. Alex and Ani has not consented to Cikovic's use of the '167 patent, the ALEX AND ANI mark, or the Alex and Ani Trade Dress in connection with the Infringing Goods, nor has Alex and Ani sponsored, endorsed or approved the goods offered or promoted by Cikovic.

44. Cikovic's unauthorized use of the ALEX AND ANI mark and the Alex and Ani Trade Dress is likely to cause confusion, to cause mistake, and to deceive an appreciable number of customers and prospective customers into falsely believing that Cikovic's goods are provided, sponsored, approved by or affiliated with Alex and Ani or that there is a connection or affiliation between Alex and Ani and Cikovic.

45. Upon information and belief, Cikovic intentionally and deliberately misappropriated the ALEX AND ANI mark and the Alex and Ani Trade Dress to mislead and confuse consumers into believing that Cikovic's goods are provided, sponsored, approved by or affiliated with Alex and Ani. As a direct and proximate result of Cikovic's conduct set forth above, Alex and Ani has been irreparably injured.

46. Cikovic's conduct is continuing and will continue, constituting an ongoing threat to Alex and Ani and the public. Unless Cikovic is restrained and enjoined from engaging in the wrongful conduct described herein, Alex and Ani will suffer irreparable injury. It would be difficult to ascertain the amount of compensation that could afford Alex and Ani adequate relief for the acts of Cikovic, present and threatened, and Alex and Ani's remedy at law is not adequate in and of itself to compensate it for said harm and damage.

47. Alex and Ani has extensively and continuously promoted and used the ALEX

AND ANI mark and the Alex and Ani Trade Dress and the associated goodwill throughout the United States and the world, and the ALEX AND ANI mark and the Trade Dress have thereby become famous and well-known indicators of the origin of the Alex and Ani goods.

48. The Alex and Ani Trade Dress has achieved significant secondary meaning.

**COUNT I: WILLFUL INFRINGEMENT OF U.S. PATENT '167 (35 U.S.C. § 271)**

49. Alex and Ani repeats and realleges all the preceding paragraphs as if stated in full herein.

50. In violation of 35 U.S.C. § 271(a), Cikovic has made, used, offered for sale, distributed, imported, and/or sold in the United States, bangle bracelets that infringe the '167 Patent.

51. In violation of 35 U.S.C. §§ 271(b) and (c), Cikovic has actively induced the infringement of, and/or contributed to the infringement of the '167 Patent.

52. Upon information and belief, Cikovic's infringement of the '167 Patent has occurred with Cikovic's knowledge of the '167 Patent and has been willful and wanton.

53. Alex and Ani has suffered and will continue to suffer serious and irreparable injury unless Cikovic's infringement of the '167 Patent is enjoined. Considering the balance of hardships between the parties, a remedy in equity is warranted. And the public interest would be served by an injunction as an injunction would protect the public from Cikovic's deceptive conduct. Alex and Ani is entitled to injunctive relief, pursuant to 35 U.S.C. § 283, prohibiting Cikovic from infringing the '167 patent.

54. Alex and Ani is also entitled to damages adequate to compensate for Cikovic's

infringement of the '167 Patent in an amount to be determined at trial, but in no event less than a reasonable royalty, treble damages, interest, attorneys' fees, and the costs incurred in this action.

**COUNT II: TRADEMARK INFRINGEMENT (15 U.S.C. §§ 1114, 1117, and Common Law)**

55. Alex and Ani repeats and realleges all the preceding paragraphs as if stated in full herein.

56. Alex and Ani is the owner of a federal trademark registration for ALEX AND ANI in connection with its jewelry.

57. Upon information and belief, Alex and Ani's ownership and use in commerce of the ALEX AND ANI mark predates the adoption and use by Cikovic of the ALEX AND ANI mark.

58. The ALEX AND ANI mark is arbitrary and/or has acquired secondary meaning.

59. Cikovic's use of the ALEX AND ANI mark to advertise and promote goods that are confusingly similar to Alex and Ani's goods is likely to cause consumers to mistakenly believe that Cikovic's goods are sponsored by, associated with, authorized by, endorsed by, or otherwise connected with Alex and Ani.

60. By using the ALEX AND ANI mark, Cikovic is misrepresenting to consumers that Belleza Jewelry is somehow authorized by or otherwise associated or affiliated with Alex and Ani.

61. As a result of Cikovic's aforesaid conduct, the public is likely to believe that the Infringing Goods are legitimately affiliated, connected or associated with and/or authorized by Alex and Ani when they are not.

62. On information and belief, given the longstanding and continuous use of the ALEX AND ANI mark, Cikovic's conduct is willful and intentional and intended to free-ride off of the goodwill associated with the federally registered ALEX AND ANI mark. Cikovic is and was at all relevant times at least constructively aware of ALEX AND ANI's prior use, ownership, and registration of the ALEX AND ANI mark, and Cikovic's conduct with respect to the mark is therefore also willful and intentional.

63. Alex and Ani uses the ALEX AND ANI mark in interstate commerce in connection with the sale, offering for sale, distribution, and/or advertising of its goods.

64. Cikovic's use of the ALEX AND ANI mark, as described above, constitutes trademark infringement in violation of 15 U.S.C. § 1114 in that it is without Alex and Ani's consent and is likely to cause confusion, mistake, and/or deception with respect to its federally registered trademark ALEX AND ANI, all to the irreparable injury of Alex and Ani and the goodwill developed in the ALEX AND ANI mark.

65. Cikovic's use in commerce of the ALEX AND ANI mark, as described above, also constitutes common law trademark infringement in that it is without Alex and Ani's consent and creates a likelihood of confusion as to source.

66. Without injunctive relief, Alex and Ani has no means by which to control the continuing injury to its reputation and goodwill, and Alex and Ani will continue to be irreparably harmed. No amount of money damages can adequately compensate Alex and Ani if it loses the ability to control the use of its trademark, reputation, and goodwill through the false and unauthorized use of its trademark. Considering the balance of hardships between the parties, a remedy in equity is warranted. And the public interest would be served by an injunction as an

injunction would protect the public from Cikovic's deceptive conduct. Alex and Ani is entitled to injunctive relief prohibiting Cikovic from using the ALEX AND ANI mark.

67. Because Cikovic's actions have been committed willfully and with intent to profit from Alex and Ani's goodwill in the ALEX AND ANI mark, this is an exceptional case, and Alex and Ani is entitled to recover Cikovic's profits together with Alex and Ani's damages, trebled, costs of the action, and reasonable attorneys' fees pursuant to Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a).

**COUNT III: TRADE DRESS INFRINGEMENT (15 U.S.C. § 1125(a) and Common Law)**

68. Alex and Ani repeats and realleges all the preceding paragraphs as if stated in full herein.

69. Upon information and belief, Alex and Ani's ownership and use in commerce of the Alex and Ani Trade Dress predates the adoption and use by Cikovic of the Alex and Ani Trade Dress.

70. Upon information and belief, Cikovic has and is manufacturing, advertising, offering for sale, and engaging in the sale, resale and distribution of the Infringing Goods without Alex and Ani's consent, and thereby infringing the Alex and Ani Trade Dress.

71. The design of the Infringing Goods creates the same general overall impression and has the same "look and feel" as genuine Alex and Ani products. Upon information and belief, the similarities between the Alex and Ani Trade Dress and the design of the Infringing Goods are purposeful.

72. Cikovic's Infringing Goods were designed intentionally to mimic the Alex and

Ani Trade Dress in that the designs of the bangles are almost exactly the same, having virtually identical designs and distinctive arrangement of design elements. This creates the immediate commercial impression that goods bearing such designs are associated with and emanate from Alex and Ani.

73. Cikovic's sale of its Infringing Goods in the United States constitutes a false designation of origin and is intentionally designed to deceive, and has deceived, customers into believing that the Infringing Goods are genuine goods of Alex and Ani.

74. Cikovic has without permission, willfully and with the intention of benefiting from the reputation and good will of Alex and Ani, imitated the design, style, and layout of the Alex and Ani Trade Dress.

75. As a consequence, the design of the Infringing Goods is likely to deceive and divert, and has deceived and diverted, customers away from the genuine Alex and Ani products and created a likelihood of consumer confusion as to the source of the Alex and Ani products and the Infringing Goods.

76. Cikovic's conduct, as alleged in the foregoing paragraphs, constitutes trade dress infringement in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), which prohibits the use in commerce in connection with the sale of goods of any word, term, name, symbol, or device, or any combination thereof which is likely to cause confusion, or to cause mistake, or to deceive as to the source of the goods.

77. Cikovic's use in commerce of the Alex and Ani Trade Dress, as described above, constitutes common law trade dress infringement in that it is without Alex and Ani's consent and creates a likelihood of confusion as to source.

78. Without injunctive relief, Alex and Ani has no means by which to control the continuing injury to its reputation and goodwill, and Alex and Ani will continue to be irreparably harmed. No amount of money damages can adequately compensate Alex and Ani if it loses the ability to control the use of its Trade Dress, reputation, and goodwill through the false and unauthorized use of its Trade Dress. Considering the balance of hardships between the parties, a remedy in equity is warranted. And the public interest would be served by an injunction as an injunction would protect the public from Cikovic's deceptive conduct. Alex and Ani is entitled to injunctive relief prohibiting Cikovic from using the design of the Infringing Goods, or any other trademark or designation that is likely to be confused with the Alex and Ani Trade Dress.

79. Because Cikovic's actions have been committed willfully and with intent to profit from Alex and Ani's goodwill in the Alex and Ani Trade Dress, this is an exceptional case, and Alex and Ani is entitled to recover Cikovic's profits together with Alex and Ani's damages, trebled, costs of the action, and reasonable attorneys' fees pursuant to Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a).

**COUNT IV: FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(a))**

80. Alex and Ani repeats and realleges all the preceding paragraphs as if stated in full herein.

81. Alex and Ani is the owner of the federal registration for the ALEX AND ANI mark.

82. Alex and Ani is the owner of common law rights to the ALEX AND ANI mark.

83. The ALEX AND ANI mark is arbitrary and/or has acquired secondary meaning.

84. Alex and Ani's ownership and use in commerce of the ALEX AND ANI mark



predates the adoption and use by Cikovic of the ALEX AND ANI mark.

85. On information and belief, given the longstanding use and federal registration of the ALEX AND ANI mark, Cikovic's conduct is willful and intentional and intended to free-ride off of the goodwill associated with the ALEX AND ANI mark. Cikovic uses the ALEX AND ANI mark in interstate commerce in connection with the sale, offering for sale, distribution, and/or advertising of its goods.

86. Cikovic's use in commerce of the ALEX AND ANI mark, as described above, constitutes false designation of origin in violation of 15 U.S.C. § 1125(a)(1)(A) in that it is likely to cause confusion, to cause mistake, or to deceive as to the affiliation, connection, or association of Belleza Jewelry with Alex and Ani and/or as to the origin, sponsorship, or approval by Alex and Ani of Cikovic's goods, and will irreparably harm Alex and Ani and the goodwill it has developed in the ALEX AND ANI mark. As a direct and proximate result of Cikovic's violation of 15 U.S.C. § 1125(a), Alex and Ani has been and will continue to be damaged.

87. Without injunctive relief, Alex and Ani has no means by which to control the continuing injury to its reputation and goodwill, and Alex and Ani will continue to be irreparably harmed. No amount of money damages can adequately compensate Alex and Ani if it loses the ability to control the use of its trademark, reputation, and goodwill through the false and unauthorized use of its trademark. Considering the balance of hardships between the parties, a remedy in equity is warranted. And the public interest would be served by an injunction as an injunction would protect the public from Cikovic's deceptive conduct. Alex and Ani is entitled to injunctive relief prohibiting Cikovic from using the ALEX AND ANI mark.

88. Because Cikovic's actions have been committed willfully and with intent to profit

from Alex and Ani's goodwill in the ALEX AND ANI mark, this is an exceptional case, and Alex and Ani is entitled to recover Cikovic's profits together with Alex and Ani's damages, trebled, costs of the action, and reasonable attorneys' fees pursuant to Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a).

**COUNT V: COMMON LAW UNFAIR COMPETITION and TENNESSEE CONSUMER PROTECTION ACT, TENN. CODE ANN. § 47-18-101, et seq.**

89. Alex and Ani repeats and realleges all the preceding paragraphs as if stated in full herein.

90. Cikovic has committed unfair and deceptive acts and practices affecting the conduct of trade and commerce in violation of the common law of the state of Tennessee and the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-104, by falsely passing off her Infringing Goods as those of Alex and Ani, causing a likelihood of confusion as to the source, sponsorship, or approval of its Infringing Goods, and causing a likelihood of confusion as to affiliation, connection, or association with Alex and Ani.

91. Cikovic's unfair and deceptive trade practices have proximately caused Alex and Ani irreparable harm and injury and, unless she is enjoined by this Court, will continue to cause Alex and Ani irreparable harm and injury. Considering the balance of hardships between the parties, a remedy in equity is warranted. And the public interest would be served by an injunction as an injunction would protect the public from Cikovic's deceptive conduct.

92. Cikovic's unfair and deceptive trade practices have been willful and intentional. Therefore, Alex and Ani is also entitled to recover damages for common law unfair competition,

and treble damages, Cikovic's wrongful profits, costs and expenses, and attorney's fees pursuant to Tenn. Code Ann. § 47-18-109.

**PRAYER FOR RELIEF**

WHEREFORE, Alex and Ani, LLC respectfully requests a judgment against Debra Cikovic, d/b/a Belleza Jewelry that includes:

1. A judgment in favor of Alex and Ani and against Cikovic on all counts;
2. Damages in an amount to be determined at trial, including Cikovic's unjust enrichment, and, because this is an exceptional case, such damages enhanced and/or trebled for willful infringement;
3. An order awarding Alex and Ani its reasonable attorneys' fees and costs incurred in this action;
4. Exemplary and punitive damages;
5. An order awarding Alex and Ani interest on the damages, costs, and attorney's fees incurred in this action, including pre-judgment interest;
6. An order permanently enjoining Cikovic and her agents, employees, representatives, successors, assigns, attorneys, and all other persons and entities acting for, with, by, through, or under authority from Cikovic, or in concert or participating with Cikovic, including the websites Dealchicken.com, Moolala.com, and Dealsurf.com, from:
  - a. Using and infringing Alex and Ani's design patent, the '167 patent;
  - b. Using the ALEX AND ANI mark on or in connection with Cikovic's goods or services;

- c. Using the Alex and Ani Trade Dress, or any other copy, reproduction, or colorable imitation or simulation of the Alex and Ani Trade Dress on or in connection with Cikovic's goods or services;
  - d. Using any trademark, service mark, name, logo, design or source designation of any kind on or in connection with Cikovic's goods or services that is a copy, reproduction, colorable imitation, or simulation of, or confusingly similar to the trademarks, service names, or logos of Alex and Ani;
  - e. Using any trademark, service mark, name, logo, design or source designation of any kind on or in connection with Cikovic's goods or services that is likely to cause confusion, mistake, deception, or public misunderstanding that such goods or services are produced or provided by Alex and Ani, or are sponsored or authorized or affiliated with Alex and Ani;
  - f. Passing off, palming off, or assisting in passing off or palming off, Cikovic's goods or services as those of Alex and Ani, or otherwise continuing any and all acts of unfair competition as alleged herein.
7. An order requiring Cikovic to recall all products infringing the '167 patent and/or bearing the ALEX AND ANI mark, Alex and Ani Trade Dress or any other confusingly similar mark, which have been shipped by Cikovic or under her authority, to any customer including, but not limited to, any wholesaler, distributor, retailer, consignor, or marketer and also to deliver to each customer a copy of this Court's order as it relates to said injunctive relief;

8. An order requiring Cikovic to deliver up for impoundment and for destruction all bangles, tags, signs, packaging, receptacles, advertising, sample books, promotional material, stationery or other materials in the possession, custody, or under the control of Cikovic that are found to adopt or to infringe any of Alex and Ani's patents, trademarks, or Trade Dress or that otherwise unfairly compete with Alex and Ani and its products and services;
9. An order compelling Cikovic to account to Alex and Ani for any and all profits derived by Cikovic from the sale or distribution of the Infringing Goods as described herein.

**DEMAND FOR JURY TRIAL**

Alex and Ani, LLC demands trial by jury for all issues so triable.

Dated: August 30, 2013

Respectfully submitted,

DICKINSON WRIGHT PLLC

s/ Autumn L. Gentry

Autumn L. Gentry (No. 20766)

Fifth Third Center, Suite 1401

424 Church Street

Nashville, Tennessee 37219-2392

(615) 244-6538

*Attorneys for Plaintiff*

*Alex And Ani, LLC d/b/a Alex and Ani*

22428980v.1