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8 Attorneys for Plaintiff
Great American Duck Races, Inc.

9
10 UNITED STATES DISTRICT COURT FOR THE
11 DISTRICT OF ARIZONA

12
13 Great American Duck Races, Inc., an
Arizona corporation,

14
15 Plaintiff,

16 vs.

Case No.

COMPLAINT

(Jury Trial Demanded)

17 Amazon.com, Inc., a Delaware
18 corporation; the individuals and/or
19 entities known by the following
Amazon.com seller names: Applebuy;
20 AshopZ; best-buy2010; BrainyDeal;
BrainyTrade; BrickStreet; CrazyDeal;
21 Deal Scoop; Elisona; ExGizmo; Find-me-
a-gift UK; Gadget Zone; Ghope Tech;
22 Gosear; Green House Store; Homebeauty;
Iysa_Gimaix; Kastonecorp; KeyZone; L
& L Quality Merchandise; Lemonbest;
23 Mambate USA; PLLT; Rhett PDX;
Tabstore; 2 Days Delivery; Sunwise LLC;
24 Sutech Shop; VicDirect; Vxtech; ZhiZhu;
BrainyTrade USA, Inc., a New Jersey
25 corporation; Fuloon, a Chinese entity;
LemonBest, a Chinese entity; ShenZen
26 Lemon Tree Technology Co., ltd, a
Chinese corporation; the individual or
27 entity know by the name AGPtEK; the
individual or entity known by the name
28 AquaGlow; the individual or entity
known by the name Ayangyang; the

1 individual or entity known by the name
2 DBPOWER; the individual or entity
3 known by the name Patuoxun; the
4 individual or entity known by the name
5 ToyCentre; the individual or entity known
6 by the name VicTec; and Does 1 through
7 10, individuals and/or entities whose true
8 names are not yet known to Plaintiff,

9 Defendants.

10 Plaintiff Great American Duck Races, Inc., which does business as Great American
11 Merchandise & Events (“GAME”), alleges the following for its complaint against the
12 above-captioned defendants (“Defendants”):

13 **PARTIES**

14 1. GAME is an Arizona corporation with its principal place of business
15 located in Scottsdale, Arizona.

16 2. Defendant Amazon.com, Inc. is a Delaware corporation with its principal
17 place of business in Seattle, Washington.

18 3. Defendants Applebuy, AshopZ, best-buy2010, BrainyDeal, BrainyTrade,
19 BrickStreet, CrazyDeal, Deal Scoop, Elisona, ExGizmo, Find-me-a-gift UK, Gadget
20 Zone, Ghope Tech, Gosear, Green House Store, Homebeauty, Iysa_Gimaix,
21 Kastonecorp, KeyZone, L & L Quality Merchandise, Lemonbest, Mambate USA, PLLT,
22 Rhett PDX, Tabstore, 2 Days Delivery, Sunwise LLC, Sutech Shop, VicDirect, Vxtech,
23 and ZhiZhu, whose identities are currently known to Plaintiff only by their Amazon.com
24 seller names (“Seller Name Defendants”), are individuals and/or entities who have
25 offered products infringing GAME’s patents for sale via the Internet, using the
26 Amazon.com website, within the past 180 days.

27 4. Defendant BrainyTrade USA, Inc. is a New Jersey entity that has
28 manufactured and/or offered for sale via the Internet, using the Amazon.com website,
products infringing GAME’s patents within the past 180 days.

1 5. Defendant Fuloon is a Chinese entity that has manufactured and/or offered
2 for sale via the Internet, using the Amazon.com website, products infringing GAME’s
3 patents within the past 180 days.

4 6. Defendant LemonBest is a Chinese entity that has manufactured and/or
5 offered for sale via the Internet, using the Amazon.com website, products infringing
6 GAME’s patents within the past 180 days.

7 7. Defendant ShenZhen Lemon Tree Technology Co., ltd is a Chinese entity
8 that has manufactured and/or offered for sale via the internet, using the Amazon.com
9 and Lemonbest.com websites, products infringing GAME’s patents within the past 180
10 days. On information and belief, ShenZhen Lemon Tree Technology Co., ltd does
11 business as LemonBest and/or Lemonbest, as well as under the Amazon.com seller
12 name “Lemonbest.”

13 8. Defendant AGPtEK is an individual or entity that has manufactured and/or
14 offered for sale via the Internet, using the Amazon.com website, products infringing
15 GAME’s patents within the past 180 days.

16 9. Defendant AquaGlow is an individual or entity that has manufactured
17 and/or offered for sale via the Internet, using the Amazon.com website, products
18 infringing GAME’s patents within the past 180 days.

19 10. Defendant Ayanyang is an individual or entity that has manufactured
20 and/or offered for sale via the Internet, using the Amazon.com website, products
21 infringing GAME’s patents within the past 180 days.

22 11. Defendant DBPOWER is an individual or entity that has manufactured
23 and/or offered for sale via the Internet, using the Amazon.com website, products
24 infringing GAME’s patents within the past 180 days.

25 12. Defendant Patuoxun is an individual or entity that has manufactured
26 and/or offered for sale via the Internet, using the Amazon.com website, products
27 infringing GAME’s patents within the past 180 days.
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1 13. Defendant ToyCentre is an individual or entity that has manufactured
2 and/or offered for sale via the Internet, using the Amazon.com website, products
3 infringing GAME’s patents within the past 180 days.

4 14. Defendant VicTec is an individual or entity that has manufactured and/or
5 offered for sale via the Internet, using the Amazon.com website, products infringing
6 GAME’s patents within the past 180 days.

7 15. Defendants Does 1 through 10 (or “Doe Defendants”) are individuals
8 and/or entities who have offered products infringing GAME’s patents for sale via the
9 Internet, using the Amazon.com website, within the past 180 days. As discovery
10 progresses, GAME anticipates that additional individual and/or entity defendants,
11 currently designated as Does 1 through 10, may be identified, and, if so, intends to
12 amend this Complaint accordingly.

13 **JURISDICTION AND VENUE**

14 16. This civil action includes claims for patent infringement arising under the
15 patent laws of the United States, 35 U.S.C. §§ 1-376. This civil action further includes
16 claims for common law unfair competition under the laws of the State of Arizona.
17 GAME is a citizen of the State of Arizona.

18 17. This court has subject matter jurisdiction over this action under 28 U.S.C.
19 §§ 1331 and 1338. This Court also has supplemental jurisdiction over the claim of
20 unfair competition as provided in 28 U.S.C. § 1367.

21 18. Upon information and belief, this Court has personal jurisdiction over
22 Defendants because Defendants have committed acts of patent infringement, contributed
23 to and induced acts of patent infringement by others, and/or committed acts of unfair
24 competition in the District of Arizona and elsewhere in the United States. On
25 information and belief, Defendants have substantial and continuous contacts with the
26 State of Arizona, have purposefully availed themselves of the privilege of doing
27 business in Arizona, and have purposefully directed their infringing activities at
28 Arizona, knowing GAME would be harmed by the infringement in Arizona. Further,

1 Defendants have purposefully injected their infringing products into the stream of
2 commerce, knowing that the infringing products would be sold in Arizona, and
3 Defendants' products have in fact been sold in Arizona.

4 19. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b) and (c)
5 and 1400(b) because Defendants are subject to personal jurisdiction here and have
6 committed acts of infringement here, and because a substantial part of the events giving
7 rise to GAME's claims occurred here.

8 **FACTUAL BACKGROUND**

9 20. Headquartered in Scottsdale, Arizona, GAME is an innovative marketing
10 and merchandise company that sells popular consumer products directed at the pool and
11 spa industry. GAME's products are sold in a variety of well-known retail outlets, such
12 as Fry's/Kroger, Target, Wal-Mart, and Walgreens, as well as through online retailers,
13 such as Amazon.com. GAME also provides services to diverse non-profit organizations
14 that raise millions of dollars for charities across the globe with GAME's well-known
15 "Derby Duck Races."

16 21. GAME is the exclusive licensee of rights to a unique series of products
17 called the Underwater Light Show or Underwater Light Show & Fountain (collectively,
18 "ULS"), including the right to manufacture, advertise, promote, offer for sale, sell, and
19 distribute the ULS in the United States. GAME has been selling the ULS since March
20 13, 2006. Since the introduction of the products, GAME has sold over 5.0 million units
21 of ULS products. GAME sells the ULS through national retailers, including the well-
22 known retail outlets listed above.

23 22. The ULS provides a novel and entertaining, bright and colorful light
24 display in a body of water. The ULS creates light shows by, for example, causing LEDs
25 to flash randomly, stay on continuously, fade from one color to the next, flash multiple
26 colors together, or to randomly cycle through various shows. The result is an attractive
27 light display that enhances the environment in and around a body of water.
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1 23. Since 2006, GAME has invested significant sums to market and advertise
2 the ULS, which has resulted in significant consumer goodwill and recognition of GAME
3 as the source of the ULS, including the ULS depicted below. The ULS contains non-
4 functional, source-identifying trade dress, designs, features, and other indicia that are
5 distinctive and capable of identifying GAME as the source of the ULS.

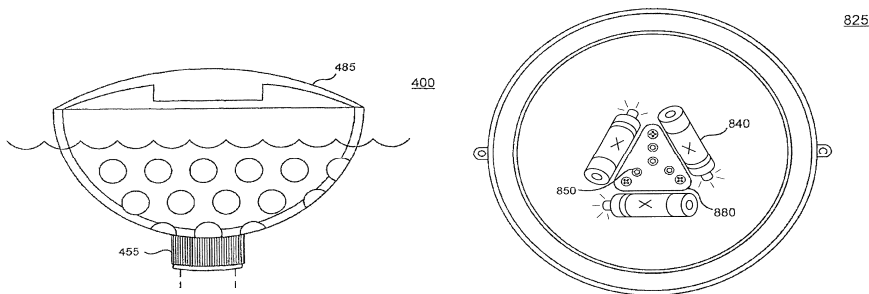
6 24. On August 19, 2008, the United States Patent and Trademark Office
7 (“PTO”) issued United States Patent Number 7,413,319 (“the ’319 Patent”) [attached as
8 Ex. A], entitled “METHOD AND SYSTEM FOR UNDERWATER LIGHT
9 DISPLAY,” and on May 18, 2010, the PTO issued United States Patent Number
10 7,717,582 (“the ’582 Patent”) [attached as Ex. B], also entitled “METHOD AND
11 SYSTEM FOR UNDERWATER LIGHT DISPLAY,” to Jose Longoria, Loren T.
12 Taylor, and Traci Heather Feldman. Taylored Concepts, LLC, a New Jersey corporation
13 having its principal place of business located in Chatham, New Jersey, and Longoria
14 Design, LLC, a Florida company having its place of business located in Miami, Florida,
15 are the assignees of all right, title, and interest in and to the ’319 and ’582 Patents. The
16 ’319 and ’582 Patents include disclosure relating to the ULS. True and correct copies of
17 the ’319 and ’582 Patents are attached to this Complaint as Exhibit A and Exhibit B.

18 25. GAME is the exclusive licensee of the ’582 and ’319 Patents from
19 Taylored Concepts, LLC and Longoria Design, LLC, with the exclusive right to
20 manufacture, advertise, promote, offer for sale, sell, and distribute products associated
21 with the ’582 and ’319 Patents in the United States, and with the right to bring suit to
22 enforce the ’582 and ’319 Patents, including the right to recover damages for past
23 infringement. GAME has been the exclusive licensee throughout the period of the
24 Defendants’ infringing acts and remains as such.

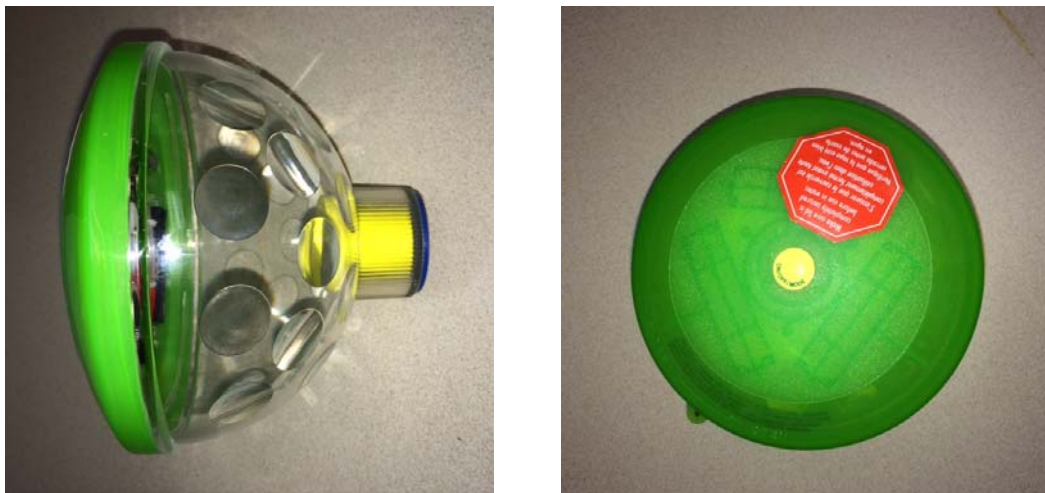
25 26. FIGs. 4 and 8 from the ’582 patent, shown below, which are similar to
26 FIGs. 4 and 8 from the ’319 patent, illustrate GAME’s patented ULS:
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27. A front view and a top view of GAME’s patented ULS are shown below:



28. Defendants manufacture, offer for sale, sell, import into the United States, and/or distribute infringing products under such names as “VicTsing 5 Light Patterns Underwater LED Disco AquaGlow Light Show Pond Pool Spa Hot Tub” (“Water Light Show”), “Underwater Bath Light Show LED Water Floating Disco Ball Light Lamp for Show Swimming Pool Pond Spa Hot Bath Tub,” “TabStore DBPOWER Underwater Show LED Light 7 Patterns Disco Ball Aqua Glow Light for Pool Bath Hot Tub SPA Party Decoration,” and “Patuoxun Underwater Floating LED Light Show for Outdoor Pond Swimming Pool Spa Hot Tub” (“Floating LED Light Show”) (collectively “Floating Light Shows”).

29. On information and belief, Defendants’ Floating Light Shows are identical products sold under different names by the different Defendants.

30. Defendants’ infringing Floating Light Shows are illustrated below:



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8 31. Defendants have made, used, sold, or offered for sale Defendants' Floating
9 Light Shows in the United States and in Arizona, and have imported or distributed
10 Defendants' Floating Light Shows into the United States and into Arizona. In
11 particular, the Floating Light Shows have been sold on Amazon.com.

12 32. On information and belief, Defendants sell or offer for sale the Floating
13 Light Shows in a variety of channels. Among other things, Defendants advertise and
14 market the Floating Light Show on Amazon.com at

- 15 • http://www.amazon.com/gp/product/B00EVTOLVU/ref=oh_aui_detailpage_o01_s00?ie=UTF8&psc=1.
- 16 • http://www.amazon.com/gp/product/B00DS6YL8A/ref=oh_aui_detailpage_o00_s00?ie=UTF8&psc=1.
- 17 • http://www.amazon.com/TabStore-DBPOWER-Underwater-Patterns-Decoration/dp/B00ST6B8J4/ref=sr_1_86?ie=UTF8&qid=1425308222&sr=8-86&keywords=underwater+light+show.
- 18 • http://www.amazon.com/AGPtek-Floating-Underwater-Swimming-Bathtub/dp/B00NUMB9UA/ref=sr_1_17?ie=UTF8&qid=1425307839&sr=8-17&keywords=underwater+light+show.
- 19 • http://www.amazon.com/AquaGlow-Underwater-Splash-Discontinued-Manufacturer/dp/B002RL8PDO/ref=sr_1_29?ie=UTF8&qid=1425307839&sr=8-29&keywords=underwater+light+show.

- 1 • http://www.amazon.com/Underwater-Disco-AquaGlow-Light-Show/dp/B00TP7D9CU/ref=sr_1_34?ie=UTF8&qid=1425307939&sr=8-34&keywords=underwater+light+show.
- 2
- 3
- 4 • http://www.amazon.com/ToyCentre-Tobar-Underwater-Light-Show/dp/B004ZWVQMA/ref=sr_1_89?ie=UTF8&qid=1425308222&sr=8-89&keywords=underwater+light+show.
- 5
- 6
- 7 • http://www.amazon.com/Swimming-Underwater-Projecting-Rotating-Starship/dp/B00RE39EPS/ref=sr_1_100?ie=UTF8&qid=1425308380&sr=8-100&keywords=underwater+light+show.
- 8
- 9
- 10 • http://www.amazon.com/Fuloon-Patterns-Underwater-Perfect-Swimming/dp/B00LUKLNKA/ref=sr_1_106?ie=UTF8&qid=1425308380&sr=8-106&keywords=underwater+light+show.
- 11
- 12
- 13 • http://www.amazon.com/Homebeauty-Waterproof-Underwater-LED-light/dp/B00S49WMA0/ref=sr_1_130?ie=UTF8&qid=1425308676&sr=8-130&keywords=underwater+light+show.
- 14
- 15
- 16 • http://www.amazon.com/5-Color-Underwater-Light-Show-Pool/dp/B00U02QYBC/ref=sr_1_137?ie=UTF8&qid=1425308676&sr=8-137&keywords=underwater+light+show.
- 17
- 18
- 19 • http://www.amazon.com/bestbuy-Multi-color-Underwater-Light-Floating/dp/B00R5TK9NC/ref=sr_1_141?ie=UTF8&qid=1425308676&sr=8-141&keywords=underwater+light+show.
- 20
- 21
- 22 • http://www.amazon.com/Swimming-Color-Changing-Floating-Underwater/dp/B00Q7N87YK/ref=sr_1_142?ie=UTF8&qid=1425308676&sr=8-142&keywords=underwater+light+show.
- 23
- 24

25 33. Defendants copied functional aspects of the ULS, such that Defendants'
26 Floating Light Shows infringe one or more claims of the '582 and '319 Patents.

27 34. On information and belief, prior to copying the ULS, Defendants were
28 aware that the ULS was protected by the '582 and '319 Patents.

1 35. On information and belief, based on Defendants’ intentional copying of
2 the ULS and Defendants’ knowledge of the ’582 and ’319 Patents before copying the
3 ULS, Defendants willfully infringed the ’582 and ’319 Patents.

4 **DEFENDANTS INTENTIONALLY COPIED GAME’S PRODUCTS TO**
5 **UNFAIRLY COMPETE WITH GAME**

6 36. Under the “VicTsing 5 Light Patterns Underwater LED Disco AquaGlow
7 Light Show Pond Pool Spa Hot Tub,” “Patuoxun Underwater Floating LED Light Show
8 for Outdoor Pond Swimming Pool Spa Hot Tub,” and other names, Defendants have
9 copied GAME’s ULS.

10 37. In particular, Defendants have offered for sale and sold virtually identical
11 copies of GAME’s ULS product, namely the Floating Light Shows.

12 38. On information and belief, Defendants have made, used, sold, or offered
13 for sale Defendants’ Floating Light Shows in the United States and in Arizona, and have
14 imported or distributed Defendants’ Floating Light Shows into the United States and
15 into Arizona.

16 39. On information and belief, Defendants purposefully directed their
17 intentional acts of infringement relating to Defendants’ Floating Light Shows at Arizona
18 by expressly aiming those intentional acts at Arizona, with the knowledge that GAME
19 was likely to suffer harm in Arizona.

20 40. Defendants’ Floating Light Shows are sold on Amazon.com, including to
21 consumers in Arizona and other states, and on information and belief, throughout the
22 United States. On Amazon.com, Defendants’ Floating Light Shows are sold alongside
23 GAME’s ULS and other GAME products.

24 41. As nearly identical copies of GAME’s ULS, Defendants’ Floating Light
25 Shows have also copied certain non-functional, distinctive, source-identifying features
26 and indicia of the ULS in an attempt to unfairly compete with GAME and capitalize on
27 the goodwill GAME has developed through its extensive marketing and sales of the
28 ULS and its other products.

1 42. Defendants' Floating Light Shows, while appearing nearly identical, are
2 inferior in quality to the ULS product in numerous respects.

3 43. In addition to copying non-functional, source-identifying features and
4 indicia associated with the ULS, Defendants also copied functional aspects of the ULS,
5 such that Defendants' Floating Light Shows infringe one or more claims of the '582 and
6 '319 Patents.

7 44. Defendants intentionally copied the ULS, which is evidenced by the
8 degree to which Defendants sought to make the copied products appear nearly identical
9 to GAME's products. As depicted above, Defendants attempted to make nearly
10 identical copies of certain functional and non-functional features of the ULS, including
11 without limitation, (1) the overall shape of the ULS, (2) the shape and location of lenses
12 on the ULS, (3) the location of batteries within the ULS, (4) the varying underwater
13 light display associated with the ULS, (5) certain labels and marking appearing on the
14 ULS and packaging, and (6) the location of the interior light assembly.

15 45. Defendants' intent to copy is also evidenced by Defendants placing
16 Defendants' Floating Light Shows in direct proximity to GAME's ULS and other
17 GAME products on Amazon.com, including to appear in a search for the terms
18 "Underwater Light Show."

19 46. Defendants' direct and intentional copying show that non-functional,
20 source-identifying features of the ULS that Defendants copied are distinctive and have
21 secondary-meaning, such that consumers identify GAME as the source of the ULS
22 based on those features.

23 47. Prior to copying the ULS, Defendants were aware that the ULS was
24 protected by the '582 and '319 Patents.

25 48. Based on Defendants' intentional copying of the ULS and Defendants'
26 knowledge of the '582 and '319 Patents before copying the ULS, Defendants willfully
27 infringed the '582 and '319 Patents.
28

1 49. Defendants are unfairly competing with GAME, because Defendants made
2 nearly identical copies of the ULS, have infringed the '582 and '319 Patents, and have
3 copied and infringed the non-functional, source-identifying features and trade dress of
4 the ULS. As such, Defendants are piggybacking on GAME's goodwill and fame, to
5 GAME's detriment and Defendants' unfair advantage and gain.

6 **COUNT ONE**

7 **(Infringement of the '582 Patent)**

8 50. GAME realleges and incorporates by reference the preceding paragraphs
9 of this Complaint as though fully set forth herein.

10 51. Defendants have infringed and are continuing to infringe, literally and/or
11 under the doctrine of equivalents, the '582 Patent by practicing one or more claims of
12 the '582 Patent in the manufacture, use, offering for sale, sale, and/or importation or
13 exportation of Defendants' Floating Light Shows in violation of 35 U.S.C. § 271.

14 52. Defendants have infringed and are continuing to infringe the '582 Patent
15 by contributing to and/or actively inducing the infringement by others of the '582 Patent
16 by the manufacture, use, offering for sale, sale, and/or importation or exportation of
17 Defendants' Floating Light Shows in violation of 35 U.S.C. § 271.

18 53. On information and belief, Defendants have willfully infringed the '582
19 Patent.

20 54. Defendants' acts of infringement of the '582 Patent will continue as
21 alleged in this Complaint unless enjoined by the Court.

22 55. As a direct and proximate result of Defendants' infringement of the '582
23 Patent, GAME has suffered and will suffer monetary damages.

24 56. GAME is entitled to recover from Defendants the damages sustained by
25 GAME as a result of Defendants' wrongful acts in an amount to be determined at trial.

26 57. GAME has suffered irreparable harm as a result of Defendants'
27 infringement of the '582 Patent.

28

1 58. Unless Defendants are enjoined by this Court from continuing their
2 infringement of the '582 Patent, GAME will continue to suffer irreparable harm and
3 impairment of the value of its patent rights. Thus, GAME is entitled to a preliminary
4 and permanent injunction against further infringement.

5 **COUNT TWO**

6 **(Infringement of the '319 Patent)**

7 59. GAME realleges and incorporates by reference the preceding paragraphs
8 of this Complaint as though fully set forth herein.

9 60. Defendants have infringed and are continuing to infringe, literally and/or
10 under the doctrine of equivalents, the '319 Patent by practicing one or more claims of
11 the '319 Patent in the manufacture, use, offering for sale, sale, and/or importation or
12 exportation of Defendants' Floating Light Shows in violation of 35 U.S.C. § 271.

13 61. Defendants have infringed and are continuing to infringe the '319 Patent
14 by contributing to and/or actively inducing the infringement by others of the '319 Patent
15 by the manufacture, use, offering for sale, sale, and/or importation or exportation of
16 Defendants' Floating Light Shows in violation of 35 U.S.C. § 271.

17 62. On information and belief, Defendants have willfully infringed the '319
18 Patent.

19 63. Defendants' acts of infringement of the '319 Patent will continue as
20 alleged in this Complaint unless enjoined by the Court.

21 64. As a direct and proximate result of Defendants' infringement of the '319
22 Patent, GAME has suffered and will suffer monetary damages.

23 65. GAME is entitled to recover from Defendants the damages sustained by
24 GAME as a result of Defendants' wrongful acts in an amount to be determined at trial.

25 66. GAME has suffered irreparable harm as a result of Defendants'
26 infringement of the '319 Patent.

27 67. Unless Defendants are enjoined by this Court from continuing their
28 infringement of the '319 Patent, GAME will suffer additional irreparable harm and

1 impairment of the value of its patent rights. Thus, GAME is entitled to a preliminary
2 and permanent injunction against further infringement.

3 **COUNT THREE**

4 **(Common Law Unfair Competition)**

5 68. GAME hereby realleges and incorporates by reference the preceding
6 paragraphs of this Complaint as though fully set forth herein.

7 69. GAME owns common law rights in distinctive, non-functional, source-
8 identifying aspects of the ULS (the “ULS Trade Dress”) in Arizona and throughout the
9 United States.

10 70. Defendants have sold and continue to sell nearly identical copies of
11 GAME’s ULS, and Defendants’ Floating Light Shows infringe the ULS Trade Dress.

12 71. Defendants have intentionally caused their nearly identical products to
13 appear in close proximity to the ULS on Amazon.com.

14 72. Defendants have intentionally caused Defendants’ Floating Light Shows
15 to appear to be similar to the ULS, but Defendants’ Floating Light Shows are inferior
16 knock-off products.

17 73. By reason of Defendants’ acts alleged herein, Defendants falsely represent
18 that Defendants are somehow affiliated with, or sponsored or endorsed by, GAME;
19 Defendants dilute the goodwill in the ULS Trade Dress; and Defendants’ conduct is
20 therefore likely to confuse, mislead, or deceive purchasers.

21 74. By reason of Defendants’ acts alleged herein, GAME has suffered and
22 continues to suffer damage to its business, reputation, and goodwill, together with the
23 loss of sales and profits GAME would have made but for Defendants’ acts, in an amount
24 to be proven at trial.

25 75. By reason of Defendants’ acts alleged herein, GAME has suffered and
26 continues to suffer irreparable damage. Unless Defendants are restrained, the damage
27 and irreparable harm to GAME will increase. GAME has no adequate remedy at law.
28 GAME is entitled to preliminary and permanent injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, GAME prays for judgment against Defendants as follows:

1. For judgment in favor of GAME and against Defendants on the claims set forth above;
2. For judgment that the '582 and '319 Patents are valid, enforceable and infringed by Defendants;
3. For profits and damages resulting from Defendants' past and present infringement of the '582 and '319 Patents;
4. For judgment that Defendants' conduct on each of the claims set forth above was willful, intentional, and/or in bad faith;
5. For treble damages resulting from Defendants' willful infringement of the '582 and '319 Patents under 35 U.S.C. § 284;
6. For Defendants' profits, and damages resulting from Defendants' willful intent to trade on GAME's reputation and goodwill, and Defendants' willful intent to cause dilution of GAME's reputation and goodwill in the ULS trade dress;
7. For judgment that this is an exceptional case under 35 U.S.C. § 285;
8. For an award of reasonable attorneys' fees, including under 35 U.S.C. § 285;
9. For injunctive relief, preliminarily and permanently enjoining against the continuing infringement of the '319 and '582 Patents by Defendants, their officers, agents, servants, employees, and those persons acting in active concert or in participation with them, under 35 U.S.C. § 283;
10. For injunctive relief, preliminarily and permanently enjoining against any conduct that tends to falsely represent or dilute, or that is likely to confuse, mislead, or deceive purchasers, Defendants' customers, and/or members of the public, to believe that Defendants' Floating Light Shows are in any way affiliated or connected with GAME;

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1 11. For an order that all of Defendants' existing inventory of Defendants'
2 Floating Light Shows be impounded and destroyed, or otherwise reasonably disposed
3 of;

4 12. For costs and disbursements incurred by GAME;

5 13. For an assessment of prejudgment interest; and

6 14. For any other and further relief as the Court deems just and proper.

7 **DEMAND FOR JURY TRIAL**

8 GAME hereby demands a jury trial under Rule 38 of the Federal Rules of Civil
9 Procedure as to all issues in this lawsuit of which trial by jury is permitted.

10 Dated this 4th day of March, 2015.

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12 SNELL & WILMER L.L.P.

13
14 By: s/Peter R. Montecullo
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21 Attorneys for Plaintiff
22 Great American Duck Races, Inc.

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