

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. _____

LEVEL TERRAIN, LLC,
a Colorado limited liability company,

Plaintiff,

v.

AMAZON.COM, INC., a Delaware corporation, and
AMAZON TECHNOLOGIES, INC., a Nevada corporation,

Defendants.

COMPLAINT WITH JURY DEMAND

Plaintiff Level Terrain, LLC ("Level Terrain"), for its Complaint against Defendants Amazon.com, Inc. and Amazon Technologies, Inc. (hereinafter, collectively "Amazon"), alleges as follows:

I. PARTIES

1. Level Terrain is a Colorado limited liability company having its principal place of business 8810 West 116th Circle, Unit A, Broomfield, Colorado 80021.

2. Amazon.com, Inc., which does business in Colorado as Amazon Technologies, Inc., is a Delaware corporation with a principal place of business at 410 Terry Avenue North, Seattle, Washington 98109-5210.

3. Amazon Technologies, Inc. is a Nevada corporation with a principal place of business at 8329 West Sunset Road, Suite 200, Las Vegas, Nevada 89113-2203.

II. JURISDICTION AND VENUE

4. This is an action for design patent infringement under the patent laws of the United States 35 U.S.C. §1, *et seq.*; for trademark infringement and unfair competition under the United States Trademark Act, 15 U.S.C. § 1051, *et seq.*; unfair competition under the common laws of the State of Colorado; and for violation of the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101 *et. seq.*

5. This Court has subject matter jurisdiction over Level Terrain's claims for design patent infringement, trademark infringement, and unfair competition pursuant to 15 U.S.C. §1121(a) and 28 U.S.C. §§1331 and 1338. This Court also has supplemental jurisdiction over Level Terrain's claim for violation of the Colorado Consumer Protection Act pursuant to 28 U.S.C. § 1367 because this claim is substantially related to Level Terrain's other claims over which the Court has original jurisdiction . This Court also has original subject matter jurisdiction over this action under 28 U.S.C. § 1332(a)(1), because the matter in controversy exceeds the sum or value of \$75,000, exclusive of the interest and costs, and is between citizens of different States.

6. The Court has personal jurisdiction over Amazon because Level Terrain's claims arise from Amazon's transactions of business in this juridical district, because Level Terrain's claims arise from Amazon's commission of tortious acts in this judicial district, including the offering for sale and sale of infringing products in this judicial district, and because Level Terrain is being damaged in this judicial district by Amazon's tortious conduct.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c).

III. GENERAL ALLEGATIONS

A. Level Terrain And Its Design Patent And Trademark

8. Frustrated with the lack of options for securing her possessions during exercise, Ms. Mia Do applied her design school expertise to invent a fitness belt storage solution made from a moisture-wicking, spandex-lycra material that can be worn around the waist, and that is adapted for securing common items carried during exercise such as mobile phones, music players, gel packs, and keys. Level Terrain was founded by Ms. Do in early 2012 to manufacture, market, and sell her fitness belt invention.

9. Level Terrain has sold its fitness belts under and in connection with its FLIPBELT trademark since at least March 15, 2012.

10. Since at least March 15, 2012, Level Terrain has continuously promoted and advertised its fitness belts in connection with its FLIPBELT trademark in various local, regional, and national channels including print, internet, trade shows, fitness and running expositions, and on social media including Facebook, Instagram, Google+, Twitter, YouTube, LinkedIn, and Pinterest.

11. Level Terrain sells its FLIPBELT fitness belts through numerous merchandisers, retailers, and stores nationwide, including 24 Hour Fitness, Bed Bath & Beyond, Fleet Feet Sports, Eastern Mountain Sports, Brookstone, and REI, and on the internet, including through its own website at www.flipbelt.com.

12. Level Terrain's FLIPBELT fitness belt is offered for sale and sold at Amazon's www.amazon.com website. A true and correct copy of a print out of Level Terrain's FLIPBELT fitness belt at www.amazon.com is attached hereto as Exhibit 1 and incorporated herein by this

reference. According to www.amazon.com, Level Terrain's FLIPBELT fitness belt is one of the highest selling products in the Sports & Outdoors category, and is ranked as the highest selling product in the Waist Packs subcategory of Sports & Outdoors on www.amazon.com.

13. Level Terrain's FLIPBELT fitness belts have been recognized by numerous national, high-circulation media, including Vogue Magazine, Business Insider, Denver Business Journal, InStyle Magazine, Men's Journal, People Magazine, Outdoor Retailer, and CBS Chicago, among others.

14. By virtue of its continuous, extensive use and promotion of the FLIPBELT trademark in commerce, Level Terrain has developed strong common law rights in and to its FLIPBELT trademark.

15. In addition to its common law rights, Level Terrain sought protection for its intellectual property rights associated with its FLIPBELT fitness belts by seeking patent protection and registration of its FLIPBELT trademark.

16. On March 12, 2013, the United States Patent and Trademark office ("USPTO") issued Trademark Registration No. 4,300,574, in International Class 25 for "body band in the nature of clothing for carrying articles" ("the '574 Registration"). A true and correct copy of the '574 Registration is attached hereto as Exhibit 2 and incorporated herein by this reference. Level Terrain is the owner of all right, title and interest in and to the '574 Registration, including the right to sue and collect damages for past infringement thereof.

17. The '574 Registration constitutes *prima facie* evidence of Level Terrain's exclusive right to use FLIPBELT in commerce and of the validity and ownership of the FLIPBELT trademark. Level Terrain is entitled to constructive use rights, including nationwide

priority rights, as of the June 6, 2012 filing date of the application that matured into the '574 Registration.

18. On October 22, 2013, the USPTO duly and legally issued United States Patent No. D691,795 entitled Waist Belt Carrier (“the 'D795 Patent”) to Ms. Do. A true and correct copy of the 'D795 Patent is attached hereto as Exhibit 3 and incorporated herein by this reference.. Level Terrain is the owner of all right, title, and interest in and to the 'D795 Patent, including the right to sue and collect damages for past infringement thereof. Level Terrain has continuously and consistently marked substantially all of its FLIPBELT fitness belts with “Pat. No. USD 691,795S & Patents Pending” or similar language since issuance of the 'D795 Patent.

B. Amazon And Its E-Commerce Website

19. Amazon is the largest internet retailer in the United States. Amazon owns and operates an e-commerce website at www.amazon.com where it offers for sale and sells, and/or enables and controls the offer for sale and sale by third party sellers of a plethora of consumer goods including various fitness belt products that compete with Level Terrain's FLIPBELT fitness belt product.

20. Amazon's www.amazon.com website is available throughout the United States, and is accessible to and used by e-commerce shoppers in Colorado.

21. Amazon's www.amazon.com website includes a search engine function that is managed and controlled by Amazon.

22. Amazon's search engine is the leading search engine for internet-based product research by consumers.

23. Amazon manages, controls, and monitors the products that are offered for sale and sold on its website at www.amazon.com. For example, Amazon recently announced that it had removed all confederate flag merchandise from its www.amazon.com website. In another example, Amazon recently banned the sale of USB-C cables or adapters that are not compliant with industry standards and specifications. Upon information and belief, Amazon has also entered into settlement agreements with third parties concerning Amazon's infringement of those third parties' intellectual property rights, and pursuant to those agreements Amazon has agreed to prohibit the sale of certain products and prohibit the use of certain trade dress and/or trademarks on www.amazon.com.

24. Amazon also controls, manages, and monitors which third party sellers may offer for sale and sell products on its website at www.amazon.com. Indeed, one may not sell products on Amazon's www.amazon.com website without first entering into a written agreement with Amazon containing numerous provisions governing third party seller behavior.

25. Amazon has the technical capability to preclude the use of certain terms, such as trademarks, in the product listings on www.amazon.com. Amazon also has the technical capability to preclude the association of trademarks that are used as search terms in the search engine of its www.amazon.com website with competing products that are offered for sale and sold on its website. Upon information and belief, Amazon has also entered into settlement agreements with third parties concerning Amazon's infringement of those third parties' intellectual property rights, and Amazon has agreed in those agreements to preclude the association of the third party trademarks with competing products in Amazon's search engine on its www.amazon.com website.

26. Amazon has the capability to and does track the search terms entered in its search engine at www.amazon.com and the products that have been viewed and purchased by users of the search engine on its www.amazon.com website.

27. Amazon has the capability to and does perform targeted email marketing to visitors to its www.amazon.com website. Amazon uses this information for, among other things, generating targeted email advertising to the e-commerce consumer who has viewed a particular product on Amazon's www.amazon.com website. A true and correct copy of an example of Amazon's targeted email advertising for a fitness belt product competing with Level Terrain's FLIPBELT fitness belt is attached hereto as Exhibit 4 and incorporated herein by this reference..

28. Amazon profits from the sale of products by third party sellers enabled by its website at www.amazon.com through, among other sources, commissions and fees paid to Amazon by those third party sellers.

C. Amazon's Infringement Of Level Terrain's FLIPBELT Trademark

29. The search engine at Amazon's www.amazon.com website allows visitors to the website to search for items to purchase by entering a search query and to receive a listing of products offered for sale as a result of that query. This search engine feature allows for the entry of any individual words or strings of text desired by the user.

30. On information and belief, the results generated by Amazon's search engine depend, at least in part, on the search query entered by the user. For example, visitors to the www.amazon.com website may search for items to purchase by using generic search terms, such as “fitness belts,” and will receive results including all manner of fitness belt products.

31. Visitors to Amazon's www.amazon.com website interested in purchasing a particular brand of product may also use Amazon's search engine to search for that brand. However, visitors who utilize the search engine to search for the FLIPBELT fitness belt using Level Terrain's FLIPBELT trademark will receive results containing numerous competing fitness belt products. A true and correct copy of print-out results for the search query FLIPBELT on May 2, 2016 is attached hereto as Exhibit 5 and incorporated herein by this reference. At the top of the results page, Level Terrain's FLIPBELT trademark is prominently displayed in quotations as the search query. Immediately below are "related searches" containing hyperlinks to search results for queries containing Level Terrain's trademark FLIPBELT rendered as two words "FLIP BELT," in addition to other terms. Immediately below the "related searches" are the search results that include numerous fitness belt products competing with Level Terrain's FLIPBELT fitness belts. In addition, to the right is a box containing "sponsored" products that include competing fitness belt products. These results indicate that Amazon has intentionally configured its search engine to link Level Terrain's FLIPBELT trademark with competing fitness belt products. However, Level Terrain is not the source of these competing products and has never authorized Amazon to use its FLIPBELT trademark in this manner.

32. Amazon is also using Level Terrain's FLIPBELT trademark in its advertising, offering for sale, and selling and/or enabling the offer for sale and selling of competing fitness belt products through its targeted email marketing as shown, for example, in Exhibit 4 hereto.

33. These unauthorized uses of Level Terrain's FLIPBELT trademark by Amazon constitute infringement in that Amazon is substituting competing fitness belts when Level Terrain's FLIPBELT product is sought by visitors to Amazon's www.amazon.com website.

34. In addition, Amazon has and is currently offering for sale and selling and/or enabling the offer for sale and selling of competing fitness belt products in connection with trademarks that are identical or confusingly similar to Level Terrain's FLIPBELT trademark, including at least the following products:

- a. ASIN: B015HQ85O4 by RooCoo Athletics for "Flipbelt"
- b. ASIN: B00SUQH590 by Blue-1one for "Fit Belt"
- c. ASIN: B013TQFP0Q by FitBelt for "FitBelt"
- d. ASIN: B01E8DI5J2 by Funfitness for "Funbelt"

True and correct copies of print-outs of the foregoing product listings at www.amazon.com are attached hereto as Exhibit 6 and incorporated herein by this reference.

35. Level Terrain is not the source of the above-identified products and Level Terrain has not authorized Amazon or third party sellers to use or allow the use of Level Terrain's FLIPBELT trademark in this manner.

36. The above-identified use of similar or identical trademarks or terms for competing fitness belts is likely to cause consumer confusion as to the source and origin of those competing fitness belts or cause consumers to falsely believe that those competing fitness belts are affiliated with Level Terrain.

37. The above-identified third party sellers list the foregoing infringing products on Amazon's www.amazon.com website with Amazon's knowledge, consent, and encouragement.

38. Through its actions described above, Amazon has knowingly and intentionally misled consumers to believe that these competing fitness belt products were made by Level Terrain or associated with Level Terrain, and/or contributed to such misleading activities by third

party sellers on www.amazon.com. As a result, consumers have mistakenly purchased products competitive with Level Terrain's FLIPBELT fitness belt, and/or have suffered at least initial interest confusion leading those consumers to purchase competing fitness belts instead of Level Terrain's FLIPBELT fitness belts.

D. Amazon's Infringement Of Level Terrain's 'D795 Patent

39. Amazon imports, uses, offers to sell, sells, and/or encourages and enables third party sellers to import, use, offer for sale, or sell, at least the following fitness belt products that infringe Level Terrain's 'D795 Patent:

- a. ASIN: B00MZCZ5PQ by Product Stop, Inc.
- b. ASIN: B00RYL0WTC by RUI LLC/Rise Up
- c. ASIN: B00SUQH590 by Blue-1one
- d. ASIN: B00QR7HJDG by Lucid
- e. ASIN: B00OM434W6 by Soulnar Solutions
- f. ASIN: B00S7LCT6C by Gearproz
- g. ASIN: B00QS87U06 by FunFitness
- h. ASIN: B00XAGT62E by Stealth Tech
- i. ASIN: B00R17MU2G by C4ward
- j. ASIN: B00PO77I0O by Fit-Flux
- k. ASIN: B00YRKLT54 by Xcellent Global
- l. ASIN: B00YU8WLPA by Patoms
- m. ASIN: B00Y7YHNS2 by Snowhale
- n. ASIN: B00SKPMPFU by Pardus

True and correct copies of print-outs of the foregoing product listings at www.amazon.com are attached hereto as Exhibit 7 and incorporated herein by this reference. The foregoing infringing products are waist belt carriers that have no substantial non-infringing use with respect to the 'D795 Patent.

40. Amazon also encourages the sale and use of products infringing Level Terrain's 'D795 Patent by listing sponsored products and other products on the www.amazon.com listing page for Level Terrain's FLIPBELT fitness belt, and by targeted email marketing of infringing products as shown by Exhibit 4 hereto. As shown in Exhibit 1 hereto, at the bottom of the listing are numerous products that infringe the 'D795 Patent, including many of the products listed above in Paragraph 39.

41. The above-identified sellers list the foregoing infringing products on Amazon's www.amazon.com website with Amazon's knowledge, consent, and encouragement.

42. Level Terrain is not the source of these infringing products and Level Terrain has never licensed Amazon to use or allow the use of the 'D795 Patent in this manner.

E. Level Terrain's Numerous Demands To Amazon To Cease Its Infringement

43. On numerous occasions Level Terrain has complained to Amazon concerning the unauthorized use of Level Terrain's FLIPBELT trademark and offers for sale and sale of products infringing the 'D795 Patent at www.amazon.com. Amazon has responded to some of Level Terrain's complaints, and has even claimed to have removed certain infringing products from www.amazon.com. However, as of the filing of this Complaint, those infringing products remain available at Amazon's www.amazon.com website. True and correct copies of exemplary communications between Level Terrain and Amazon are attached as Exhibit 8 and incorporated

herein by this reference. As shown by Exhibit 8, Level Terrain has requested that Amazon remove the products listed above in Paragraph 39 from www.amazon.com because those products infringe Level Terrain's 'D795 Patent. Despite Level Terrain's requests, all of these products remain available on Amazon's www.amazon.com website. Further, Amazon has refused Level Terrain's requests to provide the true names and contact information for third party sellers on its www.amazon.com website that are infringing Level Terrain's intellectual property rights. Amazon has thus allowed these third party sellers to infringe Level Terrain's intellectual property rights with anonymity and hampered Level Terrain's ability to seek legal recourse directly against those third party sellers.

44. Despite receiving numerous complaints from Level Terrain, Amazon has continued to infringe and/or has contributed to the infringement of Level Terrain's FLIPBELT trademark by its use of the trademark in its search engine, and by offering for sale and selling and/or allowing and encouraging third party sellers to offer for sale and sell competing fitness belt products using identical or confusingly similar trademarks, and has continued to allow and encourage third party sellers to infringe Level Terrain's FLIPBELT trademark.

45. After receiving notice of Level Terrain's 'D795 Patent, Amazon has continued to offer for sale and sell infringing products, enable and encourage third party sellers to offer for sale and sell infringing products on its website at www.amazon.com, and has encouraged the use of infringing products by the end user purchasers.

46. Amazon has ignored Level Terrain's patent and trademark rights and requests to remove infringing products from www.amazon.com because of the financial incentives that

Amazon receives from selling those infringing products and/or from the sale of those infringing products by third party sellers.

47. Amazon has known, since at least April 2014 that Amazon's use of Level Terrain's intellectual property was damaging Level Terrain in Colorado and its reputation and causing confusion to consumers by the false impressions created thereby. Amazon has thus knowingly persisted in conduct that is likely to cause confusion in the trade and thereby intentionally infringed Level Terrain's FLIPBELT trademark and 'D795 Patent, and injured Level Terrain in Colorado.

48. But for Amazon's sale, offering for sale, and selling of infringing products, and/or enabling such actions by third party sellers at www.amazon.com, Level Terrain would not have been damaged or its property rights infringed as a result of the sale thereof.

49. Amazon's willful and deliberate actions have caused significant harm to Level Terrain.

FIRST CLAIM FOR RELIEF
(Infringement of U.S. Patent No. D691,795, 35 U.S.C §§ 271(a) and (b))

50. Level Terrain realleges and incorporates herein each and every allegation contained in paragraphs 1 through 49 above.

51. By importing, using, offering for sale, and selling fitness belt products in the United States that infringe the 'D795 Patent, without authorization or license from Level Terrain, Amazon has been and is currently in violation of 35 U.S.C. §271(a).

52. Amazon induces direct infringement of the 'D795 Patent by encouraging third party sellers to offer for sale and sell infringing fitness belt products on its www.amazon.com website, by encouraging the use of those infringing products by the end user consumers, is aware

of the fact that such acts amount to infringement of the 'D795 Patents, and has specific intent to induce that infringement, all in violation of 35 U.S.C. § 271(b).

53. Level Terrain has been damaged and is currently being damaged by Amazon's infringement of the 'D795 Patent in amount to be proven at trial.

54. Amazon's infringement of the 'D795 Patent has been and continues to be willful and intentional and with full knowledge of the existence and validity thereof.

55. The willful and intentional nature of Amazon's infringement entitles Level Terrain to an award of treble damages pursuant to 35 U.S.C. § 284, and to an award of its attorney's fees pursuant to 35 U.S.C. § 285.

56. Level Terrain will continue to suffer damages and irreparable harm unless Amazon is restrained and enjoined by this Court, pursuant to 35 U.S.C. § 283, from further infringement of the 'D795 Patent.

SECOND CLAIM FOR RELIEF
(Trademark Infringement, 15 U.S.C. § 1114(1)(a))

57. Level Terrain realleges and incorporates herein each and every allegation contained in paragraphs 1 through 56 above.

58. Level Terrain owns valid and enforceable trademark rights in its FLIPBELT trademark as indicated by its '574 Registration.

59. Amazon's acts as described herein are likely to cause, and/or have contributed to, confusion, deception, and/or mistake. Amazon's conduct also constitutes an attempt to trade on the goodwill that Level Terrain has developed in its FLIPBELT trademark, all to the damage of Level Terrain.

60. Amazon's acts as described herein constitute, and/or have contributed to, the use in commerce of a reproduction, counterfeit, copy of colorable imitation of registered trademarks, in connection with the sale, offering for sale, distribution, or advertising of products, on or in connection with such use is likely to cause confusion or to cause a mistake or to deceive, in violation of 15 U.S.C. § 1114(1).

61. Amazon's acts have been without consent from Level Terrain.

62. Amazon's acts have been committed willfully and with intent, making this an exceptional case and entitling Level Terrain to recover its costs of this action and reasonable attorney's fees pursuant to 17 U.S.C. § 1117(a).

63. As a direct and proximate result of Amazon's acts, Amazon has been unjustly enriched, entitling Level Terrain to an accounting and disgorgement of Amazon's profits.

64. By its conduct, Amazon has caused Level Terrain irreparable harm and injury and will continue to do so unless Amazon is restrained and enjoined by this Court from further violation of Level Terrain's rights.

THIRD CLAIM FOR RELIEF
(Trademark Infringement, Unfair Competition
and False Designation of Designation of Origin, 15 U.S.C. § 1125(a)(1))

65. Level Terrain realleges and incorporates herein each and every allegation contained in paragraph 1 through 64 above.

66. Amazon's acts as alleged herein constitute, and/or have contributed to, false designations of origin, false or misleading descriptions of fact, or false or misleading of facts which are likely to cause confusion or mistake, or to deceive the public as to the origin,

sponsorship, or approval of Amazon's goods, and otherwise constitute infringement and unfair competition in violation of 15 U.S.C. § 1125(a)(1).

67. Amazon's acts have been committed willfully and with intent, making this an exceptional case and entitling Level Terrain to recover its costs of this action and reasonable attorney's fees pursuant to 15 U.S.C. § 1117(a).

68. As a direct and proximate result of Amazon's acts, Amazon has been unjustly enriched, entitling Level Terrain to an accounting and disgorgement of Amazon's profits.

69. By its conduct, Amazon has caused Level Terrain irreparable harm and injury and will continue to do so unless Amazon is restrained and enjoined by this Court from further violation of Level Terrain's rights.

FOURTH CLAIM FOR RELIEF
(Common Law Unfair Competition)

70. Level Terrain realleges and incorporates herein each and every allegation contained in paragraphs 1 through 69 above.

71. Amazon's acts and omissions as described herein constitute, and/or contributed to, unfair competition against Level Terrain at common law.

72. Amazon's unfair competition has been willful and with intent to deceive the consuming public and the marketplace.

73. Amazon's unfair competition has harmed Level Terrain in its business and goodwill.

74. Amazon's unfair competition has damaged Level Terrain in an amount to be determined at trial.

75. Level Terrain has suffered and is continuing to suffer irreparable harm as a result of Amazon's unfair competition, and Level Terrain has no adequate remedy at law for such injury.

FIFTH CLAIM FOR RELIEF
(Deceptive Trade Practices, Colo. Rev. Stat. § 6-1-105)

76. Level Terrain realleges and incorporates herein each and every allegation contained in paragraphs 1 through 75 above.

77. By the actions described above, Amazon has engaged in deceptive trade practices, as defined by the Colo. Rev. Stat §§ 6-1-101 et seq.

78. Amazon's wrongful actions were committed with an intent to deceive the public and with willful and wanton disregard of the laws of the State of Colorado and Level Terrain's superior rights.

79. Amazon's deceptive trade practices have substantially affected the public as consumers and potential consumers of Level Terrain's products.

80. As a result of Amazon's unlawful actions, Level Terrain has suffered commercial harm.

81. Level Terrain is entitled to an award of statutory damages in the amount of \$500 for each deceptive trade practice committed by Amazon.

82. Level Terrain is also entitled to an award of its reasonable attorney's fees and costs pursuant to the Colorado Consumer Protection Act.

83. Because Level Terrain's legal remedies for Amazon's deceptive trade practices are inadequate, and because Level Terrain has suffered and will continue to suffer irreparable harm

as a result of Amazon's deceptive trade practices, Level Terrain is entitled to injunctive relief prohibiting those deceptive trade practices.

DEMAND FOR JURY TRIAL

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

PRAYER FOR RELIEF

WHEREFORE, Level Terrain prays for the following relief:

A. Judgment that:

1. Level Terrain's 'D795 Patent and FLIPBELT trademarks are valid and enforceable and are the exclusive property of Level Terrain;

2. Amazon has infringed Level Terrain's FLIPBELT trademark and competed unfairly with Level Terrain and that such infringement and unfair competition has been willful, deliberate, intentional, and malicious;

3. Amazon has infringed the 'D795 Patent in violation of 35 U.S.C. §271;and

4. Amazon has engaged in deceptive trade practices in violation of Colo. Rev. Stat. § 6-1-105.

B. That Amazon, and its agents, servants, employees, attorneys, successors, and assigns, and all person in active concert or participation with Amazon, be enjoined and restrained, preliminarily, perpetually, and permanently from:

1. Using in any manner Level Terrain's FLIPBELT trademark, or any other mark which so resembles Level Terrain's FLIPBELT trademark, as to be likely to cause confusion, deception or mistake, on or in connection with the advertising, offering for

sale, or sale of any product or service which is not authorized by Level Terrain, including in Amazon's search engine at www.amazon.com;

2. Using, or assisting or encouraging any third party in using, any false or misleading designation of origin which tends to pass off Amazon's goods, services, or commercial activities, or those of third party sellers, as those of Level Terrain, including at www.amazon.com;

3. Using, or assisting or encouraging any third party in using, any false or misleading designation or representation of fact which misrepresents the nature, characteristics, qualities, or geographic origin of Amazon's goods, services, or commercial activities, including at www.amazon.com;

4. Unfair and illegal business practices or any conduct that otherwise infringes Level Terrain's FLIPBELT trademark or competes unfairly with Level Terrain, including at www.amazon.com; and

5. Making, using, offering for sale, selling, or importing any item that infringes the 'D795 Patent, or assisting or encouraging any third parties from offering for sale, selling, or using any item that infringes the 'D795 Patent, including at www.amazon.com.

C. That Amazon, within thirty (30) days after service of judgment with notice of entry thereof upon Amazon, be required to file with the Court and serve upon Level Terrain's attorneys a written report under oath setting forth in detail the manner in which Amazon has complied with the paragraph above.

D. An accounting of all profits received by Amazon from the sale of products in connection with Amazon's unlawful acts.

E. An award to Level Terrain and against Amazon of the actual damages sustained by Level Terrain on account of Amazon's unlawful acts.

F. An award to Level Terrain and against Amazon of statutory damages in the amount of \$500 for each deceptive trade practice committed by Amazon, pursuant to C.R.S. § 6-1-113.

G. An award to Level Terrain and against Amazon of treble damages and/or enhanced profits pursuant to common law, C.R.S. § 6-1-113, 35 U.S.C. § 284, and/or 15 U.S.C. § 1117.

H. An award to Level Terrain and against Amazon of punitive and/or exemplary damages.

I. An award to Level Terrain and against Amazon of all costs, disbursements, and reasonable attorneys' fees pursuant to C.R.S. § 6-1-113, 35 U.S.C. § 285, 15 U.S.C. § 1117, and/or other authority.

J. An award to Level Terrain and against Amazon of interest, including prejudgment interest, for any monetary award to Level Terrain.

K. An award to Level Terrain and against Amazon of such and further relief as this Court deems just and proper.

Respectfully submitted,

Dated: May 4, 2016

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