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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

LASHIFY, INC.,

*Plaintiff*

v.

SHANDONGCHUANGMEIWEISHENGYONGPINYOUXI  
ANGONGSI a/k/a QINGDAO LODY HAIR PRODUCTS  
CO., LTD d/b/a B&QAUGEN,  
SHANDONGCHUANGMEIWEISHENGYONGPINYOUXI  
ANGONGSI a/k/a QINGDAO LODY HAIR PRODUCTS  
CO., LTD d/b/a QUEWEL, QINGDAO FANDELUO TRADE  
CO., LTD., QINGDAO FANDELUO INTERNATIONAL  
TRADE CO., LTD. d/b/a QUEWEL, QINGDAO LUODI  
LUOWEI HAIR PRODUCTS CO., LTD.,  
QINGDAO OUBEN GUOJIMA OYI CO., LTD. a/k/a  
QINGDAO OUBEN INTERNATIONAL TRADE CO., LTD.  
d/b/a B&QAUGEN, ANITA INTERNATIONAL TRADING  
INC. d/b/a B&QLASH, HK MISMAN INTERNATIONAL  
CO. LIMITED and QING DAO LUO DI LUO WEI FA ZHI  
PIN CO., LTD. a/k/a QINGDAO LODY LOVE HAIR  
PRODUCTS CO., LTD. a/k/a 青岛罗帝罗威发制品有限公

**CIVIL ACTION NO.:**  
**24-cv-8925 (JLR)**

**FIRST AMENDED**  
**COMPLAINT**

**Jury Trial Requested**

司 a/k/a QINGDAO LUO DI LUO WEI HAIR PRODUCTS  
CO., LTD.,

*Defendants*

**GLOSSARY**

<b><u>Term</u></b>	<b><u>Definition</u></b>
<b>Plaintiff or Lashify</b>	Lashify, Inc.
<b>Defendants</b>	Shandongchuangmeiweishengyongpinyouxiangongsi a/k/a Qingdao Lody Hair Products Co., Ltd d/b/a B&Qaugen, Shandongchuangmeiweishengyongpinyouxiangongsi a/k/a Qingdao Lody Hair Products Co., Ltd d/b/a QUEWEL, Qingdao Fandeluo Trade Co., Ltd., Qingdao Fandeluo International Trade Co., Ltd. d/b/a QUEWEL, Qingdao Luodi Luowei Hair Products Co., Ltd., Qingdaooubenguojiamaoyi Co., Ltd. a/k/a Qingdao Ouben International Trade Co., Ltd. d/b/a B&QAUGEN, Anita International Trading Inc. d/b/a B&QLASH, HK MISMAN INTERNATIONAL CO. LIMITED and QING DAO LUO DI LUO WEI FA ZHI PIN CO., LTD. a/k/a Qingdao Lody Love Hair Products Co., Ltd. a/k/a 青岛罗帝罗威发制品有限公司 a/k/a Qingdao Luo Di Luo Wei Hair Products Co., Ltd.
<b>Amazon</b>	Amazon.com, a Seattle, Washington-based, online marketplace and e-commerce platform owned by Amazon.com, Inc., a Delaware corporation, that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York
<b>Alibaba</b>	Alibaba.com Singapore E-Commerce Pte. Ltd. and/or any other entity that owns and/or operates the Alibaba.com online marketplace platform, which allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York
<b>Temu</b>	Temu.com, an online marketplace and e-commerce platform operated by the Chinese e-commerce company PPD Holdings, that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their products, primarily including heavily discounted consumer goods, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiff
<b>New York Address</b>	244 Madison Ave, Suite 411, New York, New York 10016
<b>Complaint</b>	Plaintiff's Complaint
<b>Application</b>	Plaintiff's <i>ex parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Defendants' Websites (as defined

	<i>infra</i> ), Defendants' User Accounts (as defined <i>infra</i> ), Defendants' Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service; and 5) an order authorizing expedited discovery
<b>Lotti Dec.</b>	Declaration of Sahara Lotti in Support of Plaintiff's Application
<b>Sands Dec.</b>	Declaration of Ashly E. Sands in Support of Plaintiff's Application
<b>Lashify System</b>	Do-It-Yourself ("DIY") artificial lash extension system claimed by the Lashify Patent.
<b>Gossamer® Lashes</b>	Lashify's branded artificial lash extensions that are designed to be applied to the underside of a user's natural lashes, and which were invented by Sahara Lotti and practice the Lashify Patent
<b>Control Kit®</b>	Kit sold by Lashify which includes Gossamer® Lashes, a patented wand for fusing the Gossamer® Lashes to the underside of a user's natural lashes, a bond for securing the Gossamer® Lashes to the underside of a user's natural lashes, a sealer for providing protection to the Gossamer® Lashes, and a luxury case.
<b>Lashify Website</b>	<a href="https://www.lashify.com/">https://www.lashify.com/</a>
<b>Lashify Amazon Storefront</b>	<a href="https://www.amazon.com/lashify/s?k=lashify">https://www.amazon.com/lashify/s?k=lashify</a>
<b>Lashify Social Media</b>	Facebook <a href="https://www.facebook.com/lashify/">https://www.facebook.com/lashify/</a> Instagram <a href="https://.instagram.com/lashify">https://.instagram.com/lashify</a> YouTube <a href="https://www.youtube.com/@Lashify">https://www.youtube.com/@Lashify</a> and TikTok <a href="https://www.tiktok.com/@lashify">https://www.tiktok.com/@lashify</a>
<b>Lashify Patent</b>	U.S. Patent No. 11,253,020 ('020 patent), entitled Artificial Lash Extensions
<b>Infringing Products</b>	Lash clusters and kits that include lash extensions designed to be applied to the underside of natural lashes that infringe one or more claims of the Lashify Patent
<b>Infringing Listings</b>	Defendants' listings for Infringing Products
<b>Defendants' Websites</b>	BQLashes.com and quewel.com
<b>User Accounts</b>	Any and all websites and/or Merchant Storefronts (as defined <i>infra</i> ) owned and/or operated by Defendants (including, without limitation, Defendants' Websites), any and all social media accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with Defendants, advertise, promote, offer for sale and/or sell Infringing Products (including, without limitation, Instagram ( <a href="https://www.instagram.com/bqlashesofficial/">https://www.instagram.com/bqlashesofficial/</a> ), Facebook ( <a href="https://www.facebook.com/bqlashesofficial">https://www.facebook.com/bqlashesofficial</a> ), YouTube ( <a href="https://www.youtube.com/@bqlashesofficial">https://www.youtube.com/@bqlashesofficial</a> ), TikTok ( <a href="https://www.tiktok.com/@bqlashesofficial">https://www.tiktok.com/@bqlashesofficial</a> )) Alibaba and Temu.com held and/or operated by Defendants, and any and all accounts with online marketplace platforms such as Amazon, as

	well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with Defendants
<b>Merchant Storefronts</b>	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with Defendants operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, make, use, offer for sale, sell and/or otherwise deal in Infringing Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with Defendants
<b>Defendants' Assets</b>	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)
<b>Defendants' Financial Accounts</b>	Any and all financial accounts associated with or utilized by Defendants or Defendants' User Accounts, Defendants' Websites or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)
<b>Financial Institutions</b>	PayPal Inc. ("PayPal" and/or "Venmo"), Payoneer Inc. ("Payoneer"), Amazon payment services (e.g., Amazon Pay), PingPong Global Solutions, Inc. ("PingPong") Airwallex (Hong Kong) Limited ("Airwallex"), TikTok Shop Payment services ("TikTok"), Meta Payments, Inc. ("MetaPay"), Alphabet, Inc. aka Google, LLC ("Google Pay"), Razorpay Software Private Limited, ("Razorpay"), Ayden N.V. ("Ayden"), Stripe, Inc. ("Stripe"), Citibank, N.A. ("Citibank"), Community Federal Savings Bank ("CFSB"), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group) and PPD Holdings d/b/a Temu
<b>Third Party Service Providers</b>	Any third party providing services in connection with Defendants' User Accounts, including online marketplace platforms, including, without limitation, Amazon, Alibaba, Temu, Internet Service Providers, website hosts and/or registrars such as Alibaba Cloud Computing Ltd. d/b/a HiChina ( <a href="http://www.net.cn">www.net.cn</a> ) ("Alibaba Cloud"), social media platforms including Facebook, Instagram, TikTok and YouTube, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with Defendants manufacture, import, export, advertise, market, promote, distribute, make, use, offer for sale, sell and/or otherwise deal in Infringing Products which are hereinafter identified as a result of any order entered in this action, or otherwise

Plaintiff, a corporation organized and existing under the laws of the State of Delaware, alleges as follows:<sup>1</sup>

### **NATURE OF THE ACTION**

1. This action involves claims for patent infringement under 35 U.S.C. §§ 271 *et seq.* arising from the infringement of the Lashify Patent, including, without limitation, by manufacturing, advertising, marketing, promoting, distributing, making, using, offering for sale, selling and/or importing into the United States for subsequent sale or use, of unlicensed Infringing Products that copy Plaintiff's Lashify System and infringe the Lashify Patent, by Defendants.

### **JURISDICTION AND VENUE**

2. This Court has federal subject matter jurisdiction over the claims asserted in this Action pursuant to 28 U.S.C. §§ 1331 and 1338(a), as well as pursuant to 28 U.S.C. § 1338(a) as an action arising out of violations of the Patent Act; pursuant to 28 U.S.C. § 1332, as there is diversity between the parties and the matter in controversy exceeds, exclusive of interests and costs, the sum of seventy-five thousand dollars.

3. Personal jurisdiction exists over Defendants in New York pursuant to N.Y.C.P.L.R. § 302(a)(1) and N.Y.C.P.L.R. § 302(a)(3), or in the alternative, Federal Rule of Civil Procedure 4(k), because, upon information and belief, Defendants regularly conduct, transact and/or solicit business in New York, and/or derive substantial revenues from their business transactions in New York and/or otherwise avail themselves of the privileges and protections of the laws of the State of New York such that this Court's assertion of jurisdiction over Defendants does not offend traditional notions of fair play and due process, and/or Defendants' illegal infringing actions caused injury to Plaintiff in New York such that Defendants should reasonably expect such actions to have consequences in New York. For example:

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<sup>1</sup> Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Glossary.

a. Upon information and belief, Defendants were and/or are systematically directing and/or targeting their business activities at consumers in the U.S., including New York, through accounts with online marketplace platforms such as Amazon, Alibaba and Temu, websites such as Defendants' Websites, and social media accounts as well as any and all as yet undiscovered User Accounts, through which consumers in the U.S., including New York, can view Defendants' Merchant Storefronts that Defendants operate, use to communicate with consumers regarding their Infringing Listings and to place orders for, receive invoices for, and purchase Infringing Products for delivery in the U.S., including New York, as a means for establishing regular business with the U.S., including New York.

b. Upon information and belief, Defendants are sophisticated sellers, operating one or more commercial businesses through their User Accounts, using their Merchant Storefronts and Defendants' Websites to manufacture, import, export, advertise, market, promote, distribute, make, use, offer for sale, sell and/or otherwise deal in products, including Infringing Products at significantly below-market prices to consumers worldwide, including to those in the U.S., and specifically New York.

c. Upon information and belief, Defendants accept payment in U.S. Dollars and offer shipping to the U.S., including to New York, and specifically to the New York Address.

d. Upon information and belief, Defendants have transacted business with consumers located in the U.S., including New York, for the sale and shipment of Infringing Products.

e. Upon information and belief, Defendants are aware of Plaintiff, its Lashify Products and the Lashify Patent and are aware that their illegal, infringing actions alleged

herein are likely to cause injury to Plaintiff in the U.S. and specifically, in New York.

4. Venue is proper, *inter alia*, pursuant to 28 U.S.C. § 1391 because, upon information and belief, Defendants conduct, transact and/or solicit business in New York.

### **THE PARTIES**

5. Plaintiff Lashify, Inc. is a Delaware corporation with a principal place of business in North Hollywood, California.

6. Upon information and belief, Defendants are merchants on Amazon, Alibaba and/or Temu and operate other User Accounts and Defendants' Websites, through which Defendants offer for sale and/or sell Infringing Products, with a principal place of business at No. 150, Road South, 100 meters from the intersection of Jie Fang Road and Lin Xi 13th Road, Lanshan District, Linyi City, Shandong Province and/or Flat/RM 185 G/F Hang Wai Ind. Centre No. 6 Kin Tai St Tuen Mun N.T Hong Kong.

7. Upon information and belief, Defendants are related and/or affiliated companies that have collectively engaged in the illegal conduct alleged herein, and have enriched themselves, while Plaintiff has suffered enormous financial injury.

### **GENERAL ALLEGATIONS**

#### **Lashify's Innovative Lash Extension System**

8. Lashify was founded by Ms. Sahara Lotti (hereinafter, "Ms. Lotti") who, in 2017, recognizing the need for innovation in the industry, invented the most natural-looking false lash system in the industry after extensive studies of the human eyelid, the shape of lash lines, and various chemical compositions, and testing various prototypes and potential new product options on her own eyelashes. The Lashify System is a revolutionary, award winning DIY luxury lash extension system that creates salon quality lash extensions in record time and in the comfort of one's home. The Lashify System is easy to use and, unlike salon extensions, is damage-free to



natural lashes, and creates infinite possibilities for all eye shapes in minutes.

9. The Lashify System includes its innovative Gossamer® Lashes, the lightest, flattest, and most natural-looking artificial lash extension, which are designed to be applied to the underside of the user's natural lashes, as opposed to traditional strip-style lashes that are adhered to the skin of the upper eyelid, above the lashes. Gossamer® Lashes merge with the natural lashes to extend the natural lashes — without the time-consuming and damaging process offered by the salons. Below is a photo of a Gossamer® Lash being applied:



Gossamer® Lashes under  
eyelash application

10. Gossamer® Lashes are designed to fit on the underside of the user's natural lashes due to, for example, their thin base and lightweight structure and merge with the natural lashes to extend them. Gossamer® Lashes are available in a variety of lengths, fluffiness, curvatures, and colors, and thus can be applied in virtually unlimited positions and arrangements. Indeed, users devise “lash maps” specifying locations of different types of Gossamer® Lashes along one's natural lash line to achieve looks ranging from natural to glamorous to dramatic, and even colored.

11. Over 40 styles of Gossamer® Lashes are currently offered by Lashify, and new styles are continuously being developed.

12. The Control Kit®, pictured below, is sold by Lashify to introduce new customers to the Lashify System. To date, the Lashify System has been used by hundreds of thousands of

customers.



13. Today, because of significant and novel product features for which Lashify has obtained protection from the United States Patent and Trademark Office, Lashify is recognized as a market leader in the design of revolutionary lash extension products. Specifically, Lashify owns an extensive worldwide intellectual property portfolio, including 600+ United States and foreign patents, federally registered trademarks as well as many pending patent and trademark applications.

14. Relevant to the instant action, Lashify is the assignee of U.S. Patent No. 11,253,020 ('020 patent) entitled Artificial Lash Extensions. The '020 patent claims an artificial lash extension system including multiple lash extensions that are designed to attach to an underside of a user's natural lashes. Each of the lash extensions includes clusters of artificial hairs with 1) at least two artificial hairs; and 2) a base from which the at least two artificial hairs protrude. The '020 patent also claims that at least some of the artificial hairs are connected to one another at the base by at least an application of heat. A true and correct copy of the '020 patent is attached as **Exhibit A**.

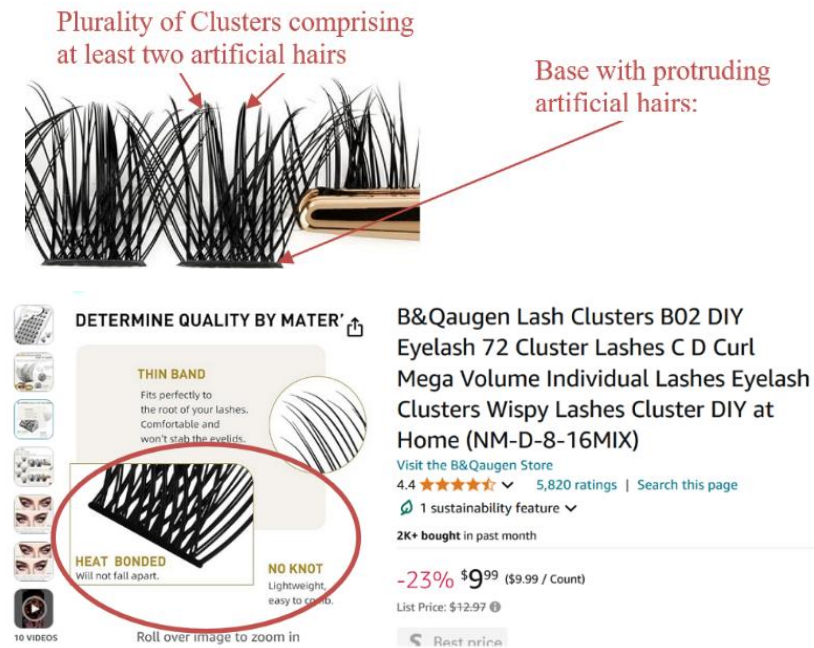
15. As shown in the claim charts attached as **Exhibit B**, incorporated herein by reference, and in the screenshots below from Defendants' Amazon listings, the Infringing Products are a lash extension system because they include lash extensions that have a base designed to

attach to the underside of a user's natural lashes. The lash extensions also have clusters of artificial hairs protruding from the base. At least some of the artificial hairs are connected to one another at the base by at least an application of heat, as claimed in the Lashify Patent.

### **B&QAUGEN AMAZON INFRINGING LISTING**

Plurality of Clusters comprising at least two artificial hairs

Base with protruding artificial hairs:



**DETERMINE QUALITY BY MATER'**

**THIN BAND**  
Fits perfectly to the root of your lashes. Comfortable and won't stab the eyelids.

**HEAT BONDED**  
Will not fall apart.

**NO KNOT**  
Lightweight, easy to comb.

**B&Qaugen Lash Clusters B02 DIY Eyelash 72 Cluster Lashes C D Curl Mega Volume Individual Lashes Eyelash Clusters Wispy Lashes Cluster DIY at Home (NM-D-8-16MIX)**

Visit the B&Qaugen Store

4.4 ★★★★★ 5,820 ratings | Search this page

1 sustainability feature

2K+ bought in past month

-23% \$9.99 (\$9.99 / Count)

List Price: \$12.97

Rest price

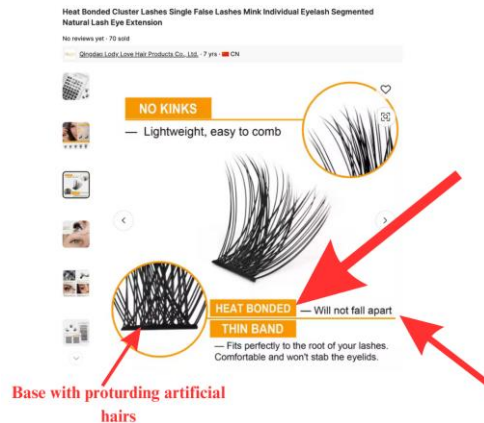
### **DEFENDANTS' WEBSITE QUEWEL.COM INFRINGING LISTING**

Plurality of Clusters comprising at least two artificial hairs



**STEP3:**  
Apply under your natural lashes 1-2 mm distance for eyelid and hold it for 2-4 sec

**STEP4:**  
After finishing, comb the lashes for better integration with real lashes



16. The Lashify System is sold direct to consumers via the Lashify Website, through its own brick and mortar store in Los Angeles, California, the Lashify Amazon Storefront, and is advertised for sale through Lashify Social Media. The Lashify System is also sold through the retail store chain Selfridges in the UK.

17. The Lashify Control Kit<sup>®</sup> typically retails for \$125 and its Gossamer<sup>®</sup> Lashes generally retail for between \$17-\$28.

18. Renée Zellweger, Reese Witherspoon, Nicole Kidman, Lupita Nyong'o, Kristen Bell, Kourtney Kardashian, Claire Danes, Melissa McCarthy, Janelle Monáe, Cynthia Nixon, Jessica Simpson, Maggie Gyllenhaal, Tracie Ellis Ross, Salma Hayek, Awkwafina, Liv Tyler, and Lena Dunham are just a few of the artists and influential figures who have used the Lashify System. The Lashify System “walked” the red carpets at the Golden Globes, Grammys, Emmys, Met Gala, and other globally followed events. The Lashify system has been used by influential makeup artists Ariel Tejada, Jessica Smalls, Nick Barose, Anton Khachaturian, Matthew Van Leeuwen, Kirin Bhatti, and many more. It has been featured in publications such as InStyle, Elle, Glamour, Vogue, Allure, The Knot, Shape, and many others.

19. The Lashify System has received numerous industry awards, including 2022 InStyle Beauty Editors' Pick, 2021-2022, The Beauty Authority New Beauty Award Winner,

2021, Cosmopolitan Holy Grail Beauty Award, 2019 Glamour Beauty Award Winner, The Knot Beauty Awards 2019 Winner, and 2019 Shape Editor Pick.

20. The success of the Lashify System is due in part to Plaintiff's innovation creating a whole new class of lashes, its extensive intellectual property portfolio, and enforcement of its intellectual property rights.

21. Plaintiff's success is also due to its use of the highest quality materials, its innovative processes in making the Lashify System, and to its loyal, repeat consumers.

22. Plaintiff has gone to great lengths to protect the Lashify System. Lashify has been granted over 600 patents worldwide covering the Lashify System. The Lashify System is associated with the quality and innovation that the public has come to expect from Lashify.

23. Lashify is the lawful owner of all right, title, and interest in and to the Lashify Patent.

24. No one other than Plaintiff and its authorized sellers are allowed to manufacture, import, export, advertise, offer for sale and sell the patented Lashify System, without the express permission of Plaintiff.

#### **Amazon, Defendants' User Accounts and Defendants' Websites**

25. Amazon is an online marketplace and e-commerce platform that allows manufacturers, wholesalers, and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their wholesale and retail products originating from China<sup>2</sup> directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

26. Amazon is recognized as one of the leaders of the worldwide e-commerce and digital retail market and the company's net sales were \$169.9 billion in the fourth quarter of 2023.<sup>3</sup>

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<sup>2</sup> See Juozas Kaziukenas, *Chinese Sellers Are Building Brands on Amazon*, MARKETPLACE PULSE (Dec. 6, 2018), <https://www.marketplacepulse.com/articles/chinese-sellers-are-building-brands-on-amazon>.

<sup>3</sup> *Amazon's Record Earnings in 2023 Propelled by Strong Fourth-Quarter Results*, MSN (Mar. 8, 2024),

Sales to the U.S. make up a significant percentage of the business done on Amazon.<sup>4</sup> As of September 27, 2023, Amazon had a market capitalization of \$1.84 trillion, making it the fourth most valuable company in the U.S.<sup>5</sup>

27. Many of the third-party merchants that have User Accounts and operate Merchant Storefronts on Amazon, like Defendants, are located in China (or Hong Kong). These third-party merchants recently accounted for nearly half of all businesses on Amazon.<sup>6</sup>

28. In Q4 of 2023, third party merchants, like Defendants, generated \$43.56 billion, accounting for 61% of Amazon's sales.<sup>7</sup>

29. Amazon aggressively uses the Internet and television to market itself and the products offered for sale and/or sold by its third-party merchant users to potential consumers, particularly in the U.S. In 2023 alone, Amazon spent \$44.4 billion on marketing, up from \$42.3 billion the previous year.<sup>8</sup>

30. As reflected in the federal lawsuits filed against third-party merchants offering for sale and selling infringing and/or counterfeit products on Amazon,<sup>9</sup> and as recently addressed in news reports, an astronomical number of counterfeit and infringing products are offered for sale

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[www.msn.com/en-us/money/companies/amazon-s-record-earnings-in-2023-propelled-by-strong-fourth-quarter-results/ar-BB1ijMBv](https://www.msn.com/en-us/money/companies/amazon-s-record-earnings-in-2023-propelled-by-strong-fourth-quarter-results/ar-BB1ijMBv)

<sup>4</sup> See Amazon.com, Inc., Quarterly Results Q4 Earnings (Form 10-K) (Feb. 1, 2024).

<sup>5</sup> STOCK ANALYSIS (last visited Mar. 8, 2024), <https://stockanalysis.com/stocks/amzn/market-cap/>.

<sup>6</sup> John Herrman, *The Junkification of Amazon Why does it feel like the company is making itself worse?*, NEW YORK MAGAZINE (Jan. 30, 2023), <https://nymag.com/intelligencer/2023/01/why-does-it-feel-like-amazon-is-making-itself-worse.html>.

<sup>7</sup> Daniela Coppola, *Quarterly value of Amazon third-party seller services 2017-2023*, STATISTA (Feb 8, 2024), <https://www.statista.com/statistics/1240236/amazon-third-party-seller-services-value/#:~:text=Amazon%27s%20net%20sales%20generated%20through%20its%20third-party%20seller,fees%20and%20other%20services%20related%20to%20third-party%20sellers>.

<sup>8</sup> Daniela Coppola, *Worldwide Amazon marketing expenditure 2010-2023*, STATISTA (Feb 8, 2024), <https://www.statista.com/statistics/506535/amazon-marketing-spending/#:~:text=In%20the%20fiscal%20year%202023%2C%20Amazon%E2%80%99s%20marketing%20spending,42.3%20billion%20U.S.%20dollars%20in%20the%20previous%20year>, Daniela Coppola, *Share of paid units sold by third-party sellers on Amazon platform from 2nd quarter 2007 to 4th quarter 2023*, STATISTA (Feb 8, 2024), <https://www.statista.com/statistics/259782/third-party-seller-share-of-amazon-platform/>.

<sup>9</sup> See, e.g., *Apple Inc. v. Mobile Star LLC*, No. C17-1120 RAJ (W.D. Cal. Aug. 4, 2017) and *Diamler AG v. Amazon.com, Inc.*, 16-cv-00518-RSM (W.D. Wash. Mar. 11, 2019).

and sold on Amazon at a rampant rate.<sup>10</sup>

31. Defendants are located in China or Hong Kong but, upon information and belief, conduct their business in the U.S. and other countries by means of their User Accounts, on their Merchant Storefronts on Amazon, Alibaba, Temu, via Defendants' Websites, as well as potentially yet undiscovered additional online marketplace platforms.

32. Through their Merchant Storefronts and Defendants' Websites, Defendants exclusively offer for sale and sell Infringing Products, and target and ship such products to customers located in the U.S., including New York, and throughout the world.

33. Upon information and belief, Defendants generated nearly \$5 million dollars in sales in the past 12 months through their Merchant Storefront on Amazon alone.

### **Defendants' Wrongful and Infringing Conduct**

34. Unsurprisingly, the success of Lashify's innovative Lashify System attracted not just a loyal customer base, but also unscrupulous individuals and entities seeking to profit and capitalize on the fruits of Ms. Lotti's innovation, as well as the goodwill, reputation, and fame that Plaintiff has amassed.

35. Plaintiff has gone to great lengths to protect its interests and enforce against infringement of the Lashify Patent, and therefore investigates and enforces against such activities.

36. For example, Plaintiff learned of Qingdao Lashbeauty Cosmetic Co., Ltd, d/b/a Worldbeauty ("Worldbeauty"), who blatantly copied the Lashify System and infringed the Lashify Patent. Plaintiff brought an action for patent infringement, 6:22-cv-776 in the U.S. District Court for the Western District of Texas, and on August 23, 2024, a federal jury found that Worldbeauty

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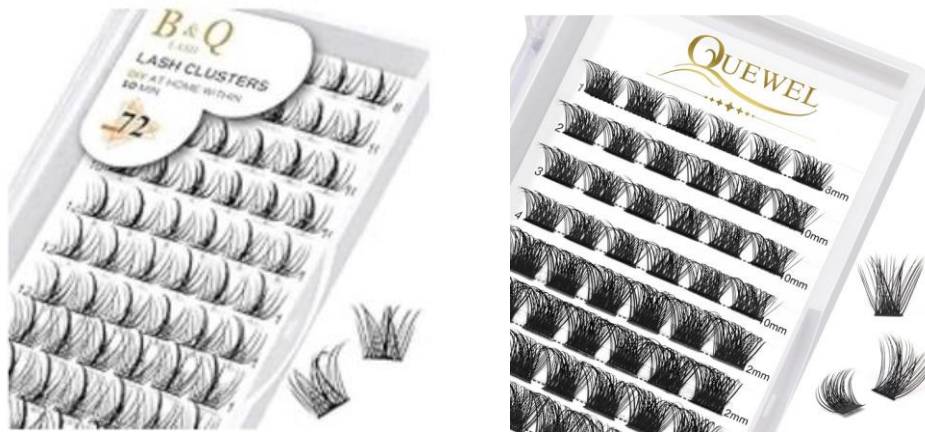
<sup>10</sup> Brittney Myers, *Some Shoppers Are Fleeing Amazon Because of Counterfeit Goods*, THE ASCENT (Jan. 17, 2023), <https://www.fool.com/the-ascent/personal-finance/articles/some-shoppers-are-fleeing-amazon-because-of-counterfeit-goods/>; see Brendan Case, *Amazon, Third-Party Sellers Spur Fake Goods, Group Says*, BLOOMBERG (Oct. 13, 2021), <https://www.bloomberg.com/news/articles/2021-10-13/amazon-third-party-sellers-spur-counterfeit-boom-group-says#xj4y7vzkg>.



infringed the Lashify Patent. The Lashify Patent was also found to be valid, and the infringement was found to be willful under 35 U.S.C. § 284. A copy of the judgment is attached as **Exhibit C**.

37. Plaintiff also learned of Defendants and their Infringing Products through its investigative efforts.

38. Epstein Drangel placed an order for Defendants' B31 and C/D 8-16mm mixed tray of lash clusters. Defendants' Infringing Products, including the B31 and C/D lashes, are marketed to be placed under a natural lash line and, on information and belief, are made of similar synthetic fibers using similar technology, including by attaching clusters of lashes to a base by at least an application of heat.



39. Defendants are currently offering for sale and/or selling Infringing Products through their User Accounts, Defendants' Websites and/or Merchant Storefronts, accepting payment for Infringing Products in U.S. Dollars, and provides shipping and have actually shipped Infringing Products to the U.S., including to customers located in New York. Plaintiff's findings are supported by Defendants' Infringing Listings and the checkout pages for Infringing Products, which are included in the screenshots of the checkout pages for such Infringing Products purchased via Defendants' Websites and Merchant Storefronts, and from Defendants' Merchant



Storefront on Amazon reflecting that the Defendants ship the Infringing Products to the New York Address, which are included in **Exhibit D**.

40. Defendants are also advertising, promoting, offering for sale and/or selling Infringing Products via their social media User Accounts.

41. In addition, Defendants were on constructive notice of the '020 patent by Lashify's marking of its patented products at least as early as February 2, 2022.

42. Prior to bringing this action, Defendants had knowledge of Plaintiff's ownership of the Lashify Patent, of the fame, popularity and success of the Lashify System, and willfully chose to offer for sale and continue selling Infringing Products. Defendants have been engaging in the infringing actions, as alleged herein, knowingly and intentionally, or with reckless disregard or willful blindness to Plaintiff's rights.

43. As discussed above, the Lashify Control Kit<sup>®</sup> is offered as a starter kit with a set of Gossamer<sup>®</sup> Lashes, applicator, bond, and sealer. Just like Lashify, Defendants make and sell DIY cluster lashes kit including lash extensions for application under the lash, an applicator, bond, and sealer, as pictured below from one of Defendants' Infringing Listings.



44. Just like Lashify, Defendants' Infringing Products are a lash system designed and

marketed to be placed under the natural lash line and, on information and belief, are made of similar synthetic fibers using similar technology, including by attaching clusters of lashes to a base by at least an application of heat.

45. As a direct and proximate consequence of Defendants' infringement of the Lashify Patent, Lashify has suffered irreparable harm, and Defendants have unjustly profited from such activities at Plaintiff's expense. Lashify will continue to suffer irreparable harm in the future unless Defendants are enjoined from infringing the Lashify Patent.

46. Lashify is forced to file this action to combat the harm to its business caused by Defendants' infringement of the Lashify Patent, as well as to protect unknowing consumers from purchasing the Infringing Products sold by Defendants.

### **CAUSES OF ACTION**

#### **FIRST CAUSE OF ACTION**

**(Infringement of United States Patent No. 11,253,020)  
[35 U.S.C. § 271]**

47. Plaintiff repleads and incorporates by reference each and every allegation set forth in the preceding paragraphs as if fully set forth herein.

48. On February 22, 2022, the '020 patent, entitled "Artificial Lash Extensions," was duly and legally issued to Lashify by the United States Patent and Trademark Office. Lashify is the lawful owner by assignment of all right, title, and interest in the '020 patent, including the rights to exclude others and to sue and recover damages for infringement. A true and correct copy of the '020 patent is attached hereto in **Exhibit A**.

49. Without Plaintiff's authorization or consent, and with knowledge of Plaintiff's well-known and prior rights in the '020 Patent, Defendants intentionally manufactured, imported, exported, advertised, marketed, promoted, distributed, offered for sale and/or sold their Infringing Products to the purchasing public in direct competition with Plaintiff, and has acted with reckless

disregard of Plaintiff's rights in and to the '020 Patent through such activities.

50. Defendants' Infringing Products meet each and every limitation of at least claims 1, 3, and 5-6 of the '020 patent, literally and/or under the doctrine of equivalents, as shown in **Exhibit B**. For example, the Infringing Products are advertised as "DIY Lash Extension [Kit]" that are designed to attach adjacent to one another on the underside of natural lashes. The lash extensions comprise a plurality of artificial hairs, with groupings of the artificial hairs forming a plurality of clusters of artificial hairs, each comprising at least two artificial hairs. The hairs in the clusters are artificial because they do not comprise natural human hair, but instead a synthetic material, namely PBT, which on information and belief attaches when heated as in the Infringing Products. The lash extensions also comprise a base from which at least two hairs of each cluster protrude. Inspection of sample lashes, as well as photos and description in one of Defendants' Infringing Listings, where the lash extensions are advertised and shown with the clusters connected to one another at the base confirm that this is done by a "Heat Bond," confirms that "at least an application of heat" is applied, as also shown in **Exhibit B**.

51. Defendants' acts of infringement of the '020 Patent were and are undertaken without authority, permission, or license from Lashify. Defendants' infringing activities therefore violate 35 U.S.C. § 271.

52. As a direct and proximate consequence of Defendants' infringement of the '020 patent, Defendants have caused substantial monetary loss and irreparable harm and damage to Lashify, its business, its reputation and impairment of its valuable rights in and to the '020 Patent. Plaintiff has no adequate remedy at law, and unless immediately enjoined, Defendants will continue to cause such substantial and irreparable injury, loss and damage to Plaintiff through infringement Lashify's rights to the '020 patent.

53. Based on Defendants' actions as alleged herein, Defendants have had actual knowledge of the '020 patent and its infringement thereof and did nothing to stop its blatant use, copying, and infringement of Lashify's intellectual property. Accordingly, Defendants' infringement of the '020 patent is willful and Plaintiff is entitled to treble damages as provided by 35 U.S.C. § 284.

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment against Defendants, as follows:

- A. A judgment that Defendants' acts constitute patent infringement under the causes of action asserted in this First Amended Complaint;
- B. An order preliminarily, and a judgment permanently, enjoining and restraining Defendants, their officers, agents, subsidiaries, servants, partners, employees, attorneys, and all others in active concert or participation with Defendants, from:
  - i. infringing any claim of the Lashify Patent; and
  - ii. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the aforementioned activities.
- C. A judgment requiring Defendants to, at Defendants' expense, withdraw from the market, account for, and properly destroy any and all Infringing Products;
- D. A judgment requiring that Defendants pay Lashify all of its damages caused by Defendants' unlawful acts, including under 35 U.S.C. § 284, with prejudgment and post-judgment interest, as well as post-trial damages for any ongoing infringing acts;
- E. A judgment awarding Lashify its reasonable attorneys' fees, costs, disbursements, and interest, as provided by law, including as provided by 35 U.S.C. § 285;
- F. A judgment that Defendants' infringement has been willful, and ordering Defendants to pay treble damages as provided by law; and

G. Such other relief as the Court deems just and appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff respectfully demands a trial by jury on all claims so triable.

Dated: December 20, 2024

Respectfully submitted,

EPSTEIN DRANGEL LLP

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