

SEALED

**THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

FILED by [Signature]
INTAKE D.C.
DEC 10 2007
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA.

ABERCROMBIE & FITCH TRADING CO.,)
a Delaware corporation,)

Plaintiff,)

vs.)

IMPORTRADE USA., INC., a Florida)
Corporation, d/b/a IMPORTRADE USA)
d/b/a IMPORTRADEUSA.COM and)
WILSON GONZALEZ, an individual,)
d/b/a IMPORTRADE USA d/b/a)
IMPORTRADEUSA.COM and)
DOES 1-10,)

Defendants.)

CASE NO. **07-23212**

CIV-ALTONAGA

Filed Under Seal

**MAGISTRATE JUDGE
TURNOFF**

VERIFIED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff, Abercrombie & Fitch Trading Co., a Delaware corporation (“Abercrombie”) sues Defendants, Wilson Gonzalez d/b/a Importrade USA d/b/a ImportradeUSA.com (“Gonzalez”), Importrade USA, Inc., a Florida corporation, d/b/a Importrade USA d/b/a ImportradeUSA.com (“Importrade USA”) and Does 1-10 (collectively “Defendants”) and alleges as follows:

JURISDICTION AND VENUE

1. This action seeks to enforce (i) 15 U.S.C. §§ 1114, 1116, 1121, and 1125. Furthermore, this action is one in which diversity of citizenship exists and the amount in dispute exceeds \$75,000. Accordingly, this Court has jurisdiction under 28 U.S.C. §§ 1331, 1332, and 1338. Venue is proper in this Court under 28 U.S.C. § 1391 since the named Defendants’ principal place of business is within this District and Defendants conduct business activities

[Signature]

within this District. Furthermore, venue is appropriate since a substantial portion of the acts giving rise to this case occurred within this Judicial District.

THE PARTIES

2. Abercrombie is a corporation duly organized under the laws of the State of Delaware with its principal place of business in the United States located at 6301 Fitch Path, New Albany, Ohio 43054. Abercrombie is, in part, engaged in the business of manufacturing and distributing throughout the world, including within this Judicial District, apparel under the federally registered trademarks A&F, ABERCROMBIE & FITCH, ABERCROMBIE, DOUBLE CURVED POCKET DESIGN, HOLLISTER, HOLLISTER CO., and MOOSE DESIGN (collectively, the “Abercrombie Marks”).

3. Gonzalez is an individual who, upon information and belief, resides at 4885 NW 97th Court, Doral, Florida 33178 and, upon information and belief, conducts business within this Judicial District at 7245 NW 44th Street, Miami, Florida 33166 and 7235 NW 44th Street, Miami, Florida 33166. Gonzalez uses at least the names “Importrade USA” and “ImportradeUSA.com” as aliases to operate his business.

4. Upon information and belief, Gonzalez is directly and personally engaging in the sale of counterfeit products as alleged herein. Upon information and belief, Gonzalez is the moving and conscious force behind the operation of Importrade USA.

5. Importrade USA is a Florida corporation which, upon information and belief, conducts business within this Judicial District at 7245 NW 44th Street, Miami, Florida 33166 and 7235 NW 44th Street, Miami, Florida 33166. Importrade uses at least the names “Importrade USA” and “ImportradeUSA.com” as aliases to operate its business.

6. Upon information and belief, Importrade USA is directly and personally engaging

in the sale of counterfeit products as alleged herein.

7. Defendants Does 1 through 5 are, upon information and belief, individuals who reside and/or conduct business within this Judicial District. Further, Does 1 through 5 are directly and personally contributing to, inducing, and engaging in the sale of counterfeit products as alleged herein as partners, business associates, collaborators, or suppliers to the named Defendants. Abercrombie is presently unaware of the true names of Does 1 through 5. Abercrombie will amend this Complaint upon discovery of the identities of such Defendants.

8. Defendants Does 6 through 10 are business entities which, upon information and belief, reside and/or conduct business within this Judicial District. Moreover, Does 6 through 10 are, upon information and belief, directly engaging in the sale of counterfeit products as alleged herein as partners, business associates, collaborators, or suppliers to the named Defendants. Abercrombie is presently unaware of the true names of Does 6 through 10. Abercrombie will amend this Complaint upon discovery of the identities of such Defendants.

COMMON FACTUAL ALLEGATIONS

9. Abercrombie is the owner of all rights in and to the following trademarks protected by the following United States trademark registrations:

Mark	Reg. No.	Reg. Date
A&F	2,530,664	January 15, 2002
ABERCROMBIE & FITCH	0,951,410	January 23, 1973
ABERCROMBIE	2,305,464	January 4, 2000
ABERCROMBIE & FITCH	2,500,146	October 23, 2001
AF	2,503,382	November 6, 2001
DOUBLE CURVED POCKET DESIGN	3,135,750	August 29, 2006

DOUBLE CURVED POCKET DESIGN	2,626,917	September 24, 2002
HOLLISTER CO.	2,774,426	October 21, 2003
HOLLISTER	3,310,650	October 16, 2007
MOOSE DESIGN	3,212,644	February 27, 2007

The Abercrombie Marks are registered in International Class 25 and one ore more are used in connection with the manufacture and distribution of, among other things apparel, namely, hats, caps, shirt, t-shirt, tank tops, knit tops, woven tops, halter tops, sweatshirts, sweatpants, underwear, boxer shorts, pants, short pants, jeans, dresses, skirts, belts, footwear, sweaters, vests, coats, jackets, blouses, belts, swim suits and trunks.

10. The Abercrombie Marks have been used in interstate commerce to identify and distinguish Abercrombie's high quality apparel, including jeans, shirts, hats, skirts and other products for an extended period of time.

11. The Abercrombie Marks have never been assigned or licensed to any of the Defendants in this matter.

12. The Abercrombie Marks are symbols of Abercrombie's quality, reputation, and goodwill and have never been abandoned.

13. Further, Abercrombie has expended substantial time, money, and other resources developing, advertising, and otherwise promoting the Abercrombie Marks. The Abercrombie Marks qualify as famous marks as that term is used in 15 U.S.C. § 1125(c)(1).

14. Abercrombie has extensively used, advertised, and promoted the Abercrombie Marks in the United States in association with the sale of apparel, including jeans, shirts, hats, skirts, and other goods and has carefully monitored and policed the use of the Abercrombie Marks.

15. As a result of Abercrombie's efforts, members of the consuming public readily identify merchandise bearing the Abercrombie Marks as being high quality merchandise sponsored and approved by Abercrombie.

16. Accordingly, the Abercrombie Marks have each achieved secondary meaning as an identifier of high quality products, including jeans, shirts, hats, skirts, and other goods.

17. Upon information and belief, at all times relevant hereto, the Defendants in this action had full knowledge of Abercrombie's ownership of the Abercrombie Marks, including its exclusive right to use and license the Abercrombie Marks and the goodwill associated therewith.

18. Abercrombie has discovered Defendants are promoting and otherwise advertising, distributing, selling, and/or offering for sale counterfeit products, including at least jeans, shirts, hats, and skirts bearing trademarks which are exact copies of the Abercrombie Marks (the "Counterfeit Goods"). Specifically, upon information and belief, Defendants are using Abercrombie's Marks in the same stylized fashion for different quality goods.

19. Upon information and belief, Defendants' Counterfeit Goods are of a quality substantially different from Abercrombie's genuine goods. Despite the nature of their Counterfeit Goods and the knowledge they are without authority to do so, Defendants, upon information and belief, are actively promoting and otherwise advertising, distributing, selling, and/or offering for sale substantial quantities of their Counterfeit Goods with the knowledge that such goods will be mistaken for the genuine high quality products offered for sale by Abercrombie. The net effect of Defendants' actions is to confuse consumers who will believe Defendants' Counterfeit Goods are genuine goods originating from and approved by Abercrombie.

20. Upon information and belief, Defendants advertise their Counterfeit Goods for sale to the consuming public. In advertising these products, Defendants use the Abercrombie Marks. Indeed, Defendants, upon information and belief, misappropriated Abercrombie's advertising ideas and business styles with respect to Abercrombie's genuine products. Upon information and belief, Defendants misappropriated Abercrombie's advertising ideas in the form of the Abercrombie Marks, in part, in the course of Defendants' own advertising activities. Defendants' acts are the proximate cause of damage to Abercrombie.

21. Upon information and belief, Defendants are conducting their counterfeiting activities at least within this Judicial District and elsewhere throughout the United States. Defendants' infringement and disparagement of Abercrombie's trademark rights are not simply a misdescription of their goods or a mere failure of the goods to conform to advertised quality or performance. By their activities, Defendants are defrauding Abercrombie and the consuming public for their own benefit.

22. Defendants' use of the Abercrombie Marks, including the promotion, advertising, distribution, sale, and/or offering for sale of the Counterfeit Goods, is without Abercrombie's consent or authorization.

23. Further, Defendants, upon information and belief, may be engaging in the above-described illegal counterfeiting activities knowingly and intentionally, or with reckless disregard or willful blindness to Abercrombie's rights, for the purpose of trading on the goodwill and reputation of Abercrombie. If Defendants' counterfeiting activities are not preliminarily and permanently enjoined by this Court, Abercrombie and the consuming public will continue to be damaged.

24. Defendants' infringing activities described above are likely to cause confusion, deception, and mistake in the minds of consumers, the public, and the trade. Moreover, Defendants' wrongful conduct is likely to create a false impression and deceive customers, the public, and the trade into believing a connection or association exists between Abercrombie's genuine goods and Defendants' Counterfeit Goods.

25. Abercrombie has no adequate remedy at law.

26. Abercrombie is suffering irreparable injury and has suffered substantial damages as a result of Defendants' counterfeiting and infringing activities.

27. The injuries and damages sustained by Abercrombie are directly and proximately caused by Defendants' wrongful reproduction, use, advertisement, promotion, and sale of their Counterfeit Goods.

28. Abercrombie has retained the undersigned counsel to represent it in this matter and is obligated to pay a reasonable fee for such representation.

**COUNT I
TRADEMARK COUNTERFEITING AND INFRINGEMENT**

29. Abercrombie incorporates the allegations set forth in Paragraphs 1 through 28 above.

30. This action is for trademark counterfeiting and infringement against Defendants based on Defendants' promotion, advertisement, distribution, sale, and/or offering for sale of the Counterfeit Goods bearing the Abercrombie Marks.

31. Specifically, Defendants, upon information and belief, are promoting and otherwise advertising, selling, offering for sale, and distributing counterfeit and infringing apparel, including at least jeans, hats, skirts, and other goods. Defendants are continuously

infringing and inducing others to infringe the Abercrombie Marks by using them to advertise, promote, and sell counterfeit apparel, including at least jeans, hats, skirts, and other goods.

32. Defendants' counterfeiting activities are likely to cause and actually are causing confusion, mistake, and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' Counterfeit Goods bearing the Abercrombie Marks.

33. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Abercrombie.

34. Defendants' above-described illegal actions constitute counterfeiting and infringement of the Abercrombie Marks in violation of Abercrombie's rights under § 32 of the Lanham Act, 15 U.S.C. § 1114.

35. Abercrombie has suffered and will continue to suffer irreparable injury due to the above-described activities of Defendants if Defendants are not preliminarily and permanently enjoined.

**COUNT II
FALSE DESIGNATION OF ORIGIN
PURSUANT TO § 43(a) OF THE LANHAM ACT**

36. Abercrombie incorporates the allegations set forth in Paragraphs 1 through 28 above.

37. Upon information and belief, Defendants' Counterfeit Goods bearing the Abercrombie Marks have been widely advertised and distributed throughout this Judicial District.

38. Defendants' Counterfeit Goods bearing the Abercrombie Marks are virtually identical in appearance to Abercrombie's genuine goods. However, the Counterfeit Goods are

substantially different in quality from Abercrombie's genuine goods. Accordingly, Defendants' activities are likely to cause confusion in the trade and among the general public as to the origin or sponsorship of the Counterfeit Goods.

39. Defendants, upon information and belief, have used in connection with their sales of Counterfeit Goods, false designations of origin and false descriptions and representations, including words or other symbols and trade dress which tend to describe or represent such goods falsely and have caused such goods to enter into commerce with possible knowledge of the falsity of such designations of origin and such descriptions and representations, all to the detriment of Abercrombie.

40. Specifically, Defendants, upon information and belief, authorized and engaged in an infringing use of the Abercrombie Marks in Defendants' advertisement and promotion of their counterfeit and infringing apparel, including at least jeans, hats and skirts. Defendants, upon information and belief, have misrepresented to members of the consuming public that the Counterfeit Goods being advertised and sold by them are genuine, non-infringing products.

41. Defendants' above-described actions are in violation of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

42. Abercrombie has sustained irreparable injury and damage caused by Defendants' conduct. Absent an entry of an injunction by this Court, Abercrombie will continue to suffer irreparable injury to its goodwill and business reputation as well as monetary damages.

**COUNT III
COMMON LAW TRADEMARK INFRINGEMENT**

43. Abercrombie incorporates the allegations set forth in Paragraphs 1 through 28 above.

44. This action is for common law trademark infringement against Defendants based on their promotion, advertisement, distribution, sale, and/or offering for sale of goods bearing marks which are virtually identical, both visually and phonetically, to some or all of the Abercrombie Marks in violation of Abercrombie's common law trademark rights.

45. Specifically, Defendants, upon information and belief, are promoting and otherwise advertising, offering for sale, selling and distributing infringing apparel, including jeans, hats, skirts and other goods bearing counterfeits of some or all of the Abercrombie Marks.

46. Defendants' infringing activities are likely to cause and actually are causing confusion, mistake, and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' products sold under the Abercrombie Marks.

47. As a result of the above described trademark infringement activities of Defendants, Abercrombie has suffered, and will continue to suffer, irreparable injury and substantial damages, and Defendants have been unjustly enriched.

**COUNT IV
COMMON LAW UNFAIR COMPETITION**

48. Abercrombie incorporates the allegations set forth in Paragraphs 1 through 28 above.

49. This action is for common law unfair competition against Defendants based on their unauthorized promotion, advertisement, distribution, sale, and/or offering for sale of goods bearing counterfeit marks which are virtually identical, both visually and phonetically, to the Abercrombie Marks in violation of Florida's common law of unfair competition.

50. Specifically, Defendants, upon information and belief, are unlawfully promoting and otherwise advertising, selling, offering for sale, and distributing infringing apparel, including at least jeans, hats and skirts bearing some or all of the Abercrombie Marks.

51. Defendants' wrongful unauthorized use of the Abercrombie Marks to attempt to pass off their products as genuine Abercrombie goods is calculated to deceive members of the trade and the general public, is likely to cause and actually is causing confusion, mistake, and deception among members of the trade and the general consuming public as to the origin and quality of Defendants' products.

52. The natural, probable, and foreseeable consequence of Defendants' wrongful conduct have been and will continue to be the deprivation of the exclusive rights Abercrombie has in and to its intellectual property.

53. Defendants' wrongful acts have and will continue to cause Abercrombie substantial injury including loss of customers, dilution of its reputation, dilution of its goodwill, confusion of existing and potential customers, loss of its reputation, and diminution of the value of its intellectual property. The harm these wrongful acts cause to Abercrombie is both imminent and irreparable, and the amount of damage sustained by Abercrombie will grow even more difficult to ascertain if these acts continue.

54. As a result of the above-described wrongful activities of unfair competition by Defendants, Abercrombie has suffered, and will continue to suffer, irreparable injury and substantial damages, and Defendants have been unjustly enriched.

PRAYER FOR RELIEF

55. WHEREFORE, Abercrombie demands judgment jointly and severally against Defendants as follows:

a. That the Court enter a preliminary and permanent injunction enjoining Defendants, their agents, representatives, servants, employees, and all those acting in concert or participation therewith, from manufacturing or causing to be manufactured, importing,

advertising or promoting, distributing, selling or offering to sell their Counterfeit Goods; from infringing, counterfeiting, or diluting the Abercrombie Marks; from using the Abercrombie Marks or any mark or trade dress similar thereto, in connection with the sale of any unauthorized goods; from using any logo, trade name, trademark, or trade dress which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or in any way associated with Abercrombie; from falsely representing themselves as being connected with Abercrombie, through sponsorship or association, or engaging in any act which is likely to cause members of the trade and/or the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Abercrombie; from using any reproduction, counterfeit, copy, or colorable imitation of the Abercrombie Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants, including, without limitation, apparel, including jeans, shirts, hats, skirts, and/or any other goods; from affixing, applying, annexing, or using in connection with the sale of any goods a false description or representation, including words or other symbols tending to describe or represent Defendants' goods falsely as being those of Abercrombie, or in any way endorsed by Abercrombie, and from offering such goods in commerce; and from otherwise unfairly competing with Abercrombie.

b. That Defendants be required to account to and pay Abercrombie for all profits and damages resulting from Defendants' infringing and counterfeiting activities and that the award to Abercrombie be trebled, as provided for under 15 U.S.C. § 1117, or, at Abercrombie's election with respect to Count I, that Abercrombie be awarded statutory damages from each Defendant in an amount up to one million (\$1,000,000) dollars per each counterfeit

Abercrombie Mark used and product sold, as provided by 15 U.S.C. § 1117(c)(2) of the Lanham Act.

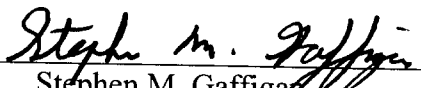
- c. That Abercrombie be awarded punitive damages.
- d. That Abercrombie be awarded pre-judgment interest on its judgment.
- e. That Abercrombie be awarded its costs, reasonable attorney's fees, and reasonable investigator's fees associated with bringing this action.
- f. That Abercrombie be awarded such other and further relief as the Court may deem just and proper.

DATED this 10th day of December, 2007.

Respectfully submitted,

STEPHEN M. GAFFIGAN, P.A.
312 S.E. 17th Street, Second Floor
Ft. Lauderdale, Florida 33316
Telephone: (954) 767-4819
Facsimile: (954) 767-4821
E-mail: smgaffigan@smgpa.net

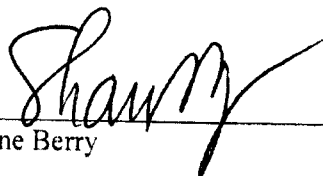
Attorney for Abercrombie & Fitch Trading Co.

By: 
Stephen M. Gaffigan
Florida Bar No. 025844

VERIFICATION

I have read the forgoing Complaint and know its contents. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Dated this 10th day of December, 2007.



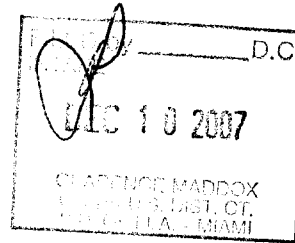
Shane Berry

(Rev. 06/2005) Sealed Document Tracking Form

UNITED STATES DISTRICT COURT

Southern District of Florida

Case Number: 07-23212



Abercrombie & Fitch Trading Co., a Delaware corporation

Plaintiff

CIV. ALTONAGA
MAGISTRATE JUDGE
TURNOFF

v.

Importrade USA, Inc., et al.

Defendant

SEALED DOCUMENT TRACKING FORM

Party Filing Matter Under Seal

Name: Stephen M. Gaffigan/STEPHEN M. GAFFIGAN, P.A.

Address: 312 SE 17th Street, 2nd Floor, Ft. Lauderdale, FL 33316

Telephone: 954-767-4819

On behalf of (select one):

Plaintiff

Defendant

Date sealed document filed: _____

If sealed pursuant to statute, cite statute: _____

If sealed pursuant to previously entered protective order, date of order and docket entry number: _____

The matter should remain sealed until:

Conclusion of Trial

Arrest of First Defendant

Case Closing

Conclusion of Direct Appeal

Other: Upon Order of the Court

Permanently. Specify the authorizing law, rule, court order: _____

The moving party requests that when the sealing period expires, the filed matter should be (select one):

Unsealed and placed in the public portion of the court file

Destroyed

Returned to the party or counsel for the party, as identified above

Stephen M. Gaffigan
Attorney for: Plaintiff

07-23212

JS 44 (Rev. 11/05)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS: Abercrombie & Fitch Trading Co., a Delaware corporation. (b) County of Residence of First Listed Plaintiff: (EXCEPT IN U.S. PLAINTIFF CASES). (c) Attorney's (Firm Name, Address, and Telephone Number): Stephen M. Gaffigan/STEPHEN M. GAFFIGAN, P.A. 312 SE 17th Street, Second Floor Ft. Lauderdale, Florida 33316 (954) 767-4819. DEFENDANTS: Importrade USA, Inc., a Florida corporation, et al. County of Residence of First Listed Defendant: ALTONAGA (IN U.S. PLAINTIFF CASES ONLY). NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED. MAGISTRATE JUDGE: TURNOFF. Attorneys (If Known):

Sealed

(d) Check County Where Action Arose: [X] MIAMI-DADE [] MONROE [] BROWARD [] PALM BEACH [] MARTIN [] ST. LUCIE [] INDIAN RIVER [] OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
[] 1 U.S. Government Plaintiff
[X] 3 Federal Question (U.S. Government Not a Party)
[] 2 U.S. Government Defendant
[] 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State [] 1 [] 1
Incorporated or Principal Place of Business In This State [] 4 [] 4
Citizen of Another State [] 2 [] 2
Incorporated and Principal Place of Business In Another State [] 5 [] 5
Foreign Nation [] 6 [] 6

Miami - 07cv23212 Altonaga Turnoff

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: [] 110 Insurance, [] 120 Marine, [] 130 Miller Act, [] 140 Negotiable Instrument, [] 150 Recovery of Overpayment & Enforcement of Judgment, [] 151 Medicare Act, [] 152 Recovery of Defaulted Student Loans (Excl. Veterans), [] 153 Recovery of Overpayment of Veteran's Benefits, [] 160 Stockholders' Suits, [] 190 Other Contract, [] 195 Contract Product Liability, [] 196 Franchise.
REAL PROPERTY: [] 210 Land Condemnation, [] 220 Foreclosure, [] 230 Rent Lease & Ejectment, [] 240 Torts to Land, [] 245 Tort Product Liability, [] 290 All Other Real Property.
TORTS: PERSONAL INJURY: [] 310 Airplane, [] 315 Airplane Product Liability, [] 320 Assault, Libel & Slander, [] 330 Federal Employers' Liability, [] 340 Marine, [] 345 Marine Product Liability, [] 350 Motor Vehicle, [] 355 Motor Vehicle Product Liability, [] 360 Other Personal Injury. PERSONAL INJURY: [] 362 Personal Injury - Med. Malpractice, [] 365 Personal Injury - Product Liability, [] 368 Asbestos Personal Injury Product Liability, [] 370 Other Fraud, [] 371 Truth in Lending, [] 380 Other Personal Property Damage, [] 385 Property Damage Product Liability.
PRISONER PETITIONS: [] 510 Motions to Vacate Sentence, Habeas Corpus: [] 530 General, [] 535 Death Penalty, [] 540 Mandamus & Other, [] 550 Civil Rights, [] 555 Prison Condition.
FORFEITURE/PENALTY: [] 610 Agriculture, [] 620 Other Food & Drug, [] 625 Drug Related Seizure of Property 21 USC 881, [] 630 Liquor Laws, [] 640 R.R. & Truck, [] 650 Airline Regs., [] 660 Occupational Safety/Health, [] 690 Other.
LABOR: [] 710 Fair Labor Standards Act, [] 720 Labor/Mgmt. Relations, [] 730 Labor/Mgmt. Reporting & Disclosure Act, [] 740 Railway Labor Act, [] 790 Other Labor Litigation, [] 791 Empl. Ret. Inc. Security Act.
BANKRUPTCY: [] 422 Appeal 28 USC 158, [] 423 Withdrawal 28 USC 157.
PROPERTY RIGHTS: [] 820 Copyrights, [] 830 Patent, [X] 840 Trademark.
SOCIAL SECURITY: [] 861 HIA (1395f), [] 862 Black Lung (923), [] 863 DIWC/DIWW (405(g)), [] 864 SSID Title XVI, [] 865 RSI (405(g)).
FEDERAL TAX SUITS: [] 870 Taxes (U.S. Plaintiff or Defendant), [] 871 IRS—Third Party 26 USC 7609.
OTHER STATUTES: [] 400 State Reapportionment, [] 410 Antitrust, [] 430 Banks and Banking, [] 450 Commerce, [] 460 Deportation, [] 470 Racketeer Influenced and Corrupt Organizations, [] 480 Consumer Credit, [] 490 Cable/Sat TV, [] 810 Selective Service, [] 850 Securities/Commodities/Exchange, [] 875 Customer Challenge 12 USC 3410, [] 890 Other Statutory Actions, [] 891 Agricultural Acts, [] 892 Economic Stabilization Act, [] 893 Environmental Matters, [] 894 Energy Allocation Act, [] 895 Freedom of Information Act, [] 900 Appeal of Fee Determination Under Equal Access to Justice, [] 950 Constitutionality of State Statutes.

FILED by INTAKE DEC 10 2007 D.C.

CLARENCE MADDOX transferred from Clerk of another district (Specify)

V. ORIGIN (Place an "X" in One Box Only)
[X] 1 Original Proceeding [] 2 Removed from State Court [] 3 Re-filed- (see VI below) [] 4 Reinstated or Reopened [] 5 Transferred from another district (Specify) [] 6 Multidistrict Litigation [] 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page): a) Re-filed Case [] YES [X] NO b) Related Cases [] YES [X] NO JUDGE DOCKET NUMBER

VII. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): Trademark counterfeiting and infringement pursuant to 15 USC 1114 LENGTH OF TRIAL via 5 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: [] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [] Yes [X] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE SIGNATURE OF ATTORNEY OF RECORD: Stephen M. Gaffigan DATE: 12/10/07

FOR OFFICE USE ONLY AMOUNT: \$350.00 RECEIPT #: 971472 12/10/07