

UNITED STATES DISTRICT COURT



WESTERN DISTRICT OF WASHINGTON

MAR 04 2013

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
DEPUTY

PHILLIP KOECKRITZ

EPITOME INC

Plaintiffs,

v.

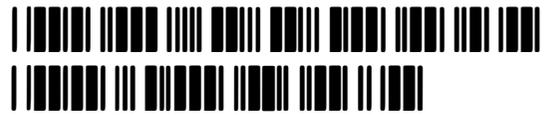
Civil Action No.

AMAZON.COM INC.

C13-0411 RAJ

JEFF BEZOS

Defendants.



13-CV-00411-CMP

COMPLAINT

PRELIMINARY STATEMENT

1. The defendants knowingly and willingly changed thousands of 12 to 18 month old "Epitome" brand name listings, AKA "asin's" to "Koeckritz" brand name listings on their Amazon account for their own benefit.
2. Based in Illinois, Phillip Koeckritz and Epitome Inc. owns, manages and operates several online accounts on various websites where he sells rugs to consumers throughout the United States.
3. Phillip Koeckritz is the owner of multiple copyrights of text, photographs and area rug designs. Phillip Koeckritz also owns Epitome Inc., which also owns the trademark "Epitome" for "carpets and rugs". This Intellectual property is displayed on his websites for the purpose of advertising and marketing the rug products he manufactures and distributes.
5. Upon information and belief, these defendants have sold a significant amount of "Koeckritz" brand name rugs displayed on the "Koeckritz" account. These sales should have been "Epitome" brand name.
6. The defendants were not authorized to change the brand name "Epitome" to "Koeckritz" by Phillip Koeckritz, or Epitome Inc.
7. Due to these unfair and unlawful actions of these defendants, Phillip Koeckritz has had to file multiple cases against Koeckritz Rugs Inc, George Koeckritz, Amazon.com Inc. and Jeff Bezos for intellectual property infringement, trademark infringement, copyright infringement, and unfair competition. The cases have been filed in Washington federal court and in Illinois federal court. Case # 1:12-cv-09544 case # 3 C 1115, case # , and case #.
8. We have sent cease and desist letters to Amazon and to Koeckritz Rugs Inc. apprising them of their intellectual property infringement.

JURISDICTION AND VENUE

9. This court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. 1331 because this case is based upon a federal question.
10. This is an action arising under the unfair competition act.
11. Venue is proper in this district under 28 U.S.C. because the merchant account on amazon.com is in this district.

### **PARTIES**

12. Phillip Koeckritz is an individual that resides in the state of Illinois and is in the business of manufacturing and selling area rugs.
13. Epitome Inc. is an Illinois corporation that maintains its principal place of business in this district.
14. Amazon.com Inc. is a Washington corporation that maintains its principal place of business in this district.
15. Jeff Bezos is the President of Amazon.com Inc.

### **FACTS**

#### **A. Background**

16. Phillip Koeckritz was the founder and owner of the "Koeckritz" merchant account on amazon.com
17. Phillip Koeckritz personally listed the majority of the listings on the merchant account the first year on amazon.com.
18. Phillip Koeckritz invests heavily in designing his area rugs. Each year Phillip Koeckritz incurs substantial costs for design and other costs of content creation, lawful manufacturing and distribution and promotion of his intellectual property to demanding consumers.
18. The revenue from Phillip Koeckritz' and Epitome's sales on amazon.com represents the majority of its annual revenues, and is therefore important to his financial health.
19. Without question, Phillip Koeckritz and Epitome Inc. suffers serious financial injury from Amazon.com Inc. and Jeff Bezos changing the brand name of "Epitome" to "Koeckritz". Indeed, a substantial decline in revenue from sales could cause Phillip Koeckritz and Epitome Inc to altogether cease production of one or more area rugs.
20. This unfortunate result would have an adverse impact on the creation of new area rugs.

#### **B. The Activity**

21. Amazon.com Inc. and Jeff Bezos will be referred to herein as the "Defendants".
22. "Epitome" brand name listings were added to Amazons permanent catalogue over the last year and eight months or so and should not have been changed to "Koeckritz" brand name by the Defendants.

23. Phillip Koeckritz operated and managed a merchant account on Amazon selling area rugs beginning on or about June 1, 2011.
24. He is no longer operating or managing this merchant account because these defendants unlawfully transferred the account into George Koeckritz and Koeckritz Rugs Inc's name.
25. George Koeckritz or someone who works for him contacted Amazon to have the account transferred into George Koeckritz's name. Phillip Koeckritz has notified Amazon and George Koeckritz of their conduct, and is taking steps accordingly to enforce his rights.
26. In doing so, the Defendants profited from their illicit activities at the expense of Epitome's sales of the rugs.
27. Jeff Bezos supervised and controlled sales of the rugs, and had a direct financial interest in, and stood to gain a direct financial benefit from the unfair competition.
29. Each of the Defendants were and are in a position to benefit economically from the unfair competition of Phillip Koeckritz and Epitome's Intellectual property rights, Epitome's brand name and promoted listings on Amazon.com

**COUNT ONE:**

**(Phillip Koeckritz against Amazon.com Inc.)**

30. Phillip Koeckritz Alleges and incorporates paragraphs one through twenty-nine as though they were alleged herein.
31. This is a count for direct unfair competition against Amazon.com Inc., who violated the unfair competition Act by changing Epitome brand name listings to Koeckritz brand name in Amazons permanent catalogue.
32. Phillip Koeckritz owns Epitome Inc, its trademark, and multiple copyrights for its works.
33. "Epitome" brand name area rugs and carpets are wholly original to Phillip Koeckritz and Epitome.
34. Phillip Koeckritz has complied in all respects with the provisions of the trademark laws, and copyright laws of the United States, and has secured the exclusive rights and privileges in and to the intellectual property and its brand name "Epitome".
35. Phillip Koeckritz is the sole owner of the brand name "Epitome" area rugs, all rights, title and interest in and to the brand name, which have never been assigned, licensed, or otherwise transferred to any of the Defendants.
36. By virtue of fact that Phillip Koeckritz and Epitome has significant internet presence, is in the same business as the Defendants, and regularly features his works online, the Defendants clearly had access to Phillip Koeckritz, Epitome and its Works.
37. Generally the Defendants have all violated the unfair competition laws by infringing upon Epitomes exclusive right to reproduce and/or display its area rugs.
38. Specifically, beginning on around December 1, 2012 and continuing as of the date of this filing, the Defendants have infringed upon Epitome's exclusive right to display its area rugs by changing the brand name from "Epitome" to "Koeckritz".

39. The Defendants unfair competition conduct and activity was and continues to be willful and for achieving financial gain.
41. The text, photographs, and area rug designs by the Defendants brand name "Koeckritz" are identical to "Epitome".
42. The defendants knew or should have known that their display of "Epitome" brand name area rugs being displayed as brand name "Koeckritz" were unauthorized and illegal, and/or without the permission, license or consent of Epitome Inc., or Phillip Koeckritz.
43. The Defendants actions described above have caused and will continue to cause irreparable harm and damage to Phillip Koeckritz and his corporation Epitome Inc., for which Phillip Koeckritz has no remedy at law.
44. Unless the Defendants are restrained by this court from continuing to infringe upon Epitome's brand name area rugs, these injuries will continue to occur in the future.
45. Epitome Inc and Phillip Koeckritz is accordingly entitled to injunctive relief restraining all Defendants from further unfair competition.

**WHEREFORE, Phillip Koeckritz seeks entry of relief as follows:**

1. Damages and/or restitution according to proof at trial, including exemplary damages where authorized by statute;
2. An accounting and disgorgement of the defendant's profits, gains, and advantages realized from their unlawful conduct.
3. That the defendants be required to pay to Phillip Koeckritz such damages as Phillip Koeckritz has sustained because of the defendants unlawful acts as alleged above, including actual damages or statutory damages, at Koeckritz election.
4. That the defendants be required to pay to Phillip Koeckritz such damages as Phillip Koeckritz has sustained because of the defendants unlawful acts as alleged above, including actual damages, statutory damages, or treble damages.
5. That defendants be required to pay actual damages and profits or statutory damages, at plaintiff's election.
6. An order preventing the further unfairly competitive acts by defendants
7. for prejudgment interest at the applicable rate
8. Punitive damages
9. Preliminary and permanent injunctions
10. \$1,750,000,000.00

**COUNT TWO:**

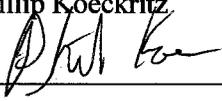
**(Phillip Koeckritz against Jeff Bezos)**

46. Phillip Koeckritz Alleges and incorporates paragraphs one through forty-five as though they were alleged herein.
47. This is a count for vicarious unfair competition against the individual who had the right and ability to supervise the unfair competition of Amazon.com Inc., and their right and ability coalesce with an obvious and direct financial interest in the unfair competition and exploitation of Epitome's brand name.
48. Jeff Bezos had the right and ability to supervise the unlawful and unfair acts of Amazon.com, Inc., and that right and ability coalesces with an obvious and direct financial interest he had in the unfair competition and exploitation of "Epitome" area rug listings on Amazon.
43. Jeff Bezos actions described above have caused and will continue to cause irreparable harm and damage to Phillip Koeckritz and his corporation Epitome Inc., for which Epitome Inc and Phillip Koeckritz has no remedy at law.
44. Unless Jeff Bezos is restrained by this court from continuing the unfair competition of Epitome's brand name area rugs, these injuries will continue to occur in the future.
45. Epitome Inc and Phillip Koeckritz is accordingly entitled to injunctive relief restraining all Defendants from further unfair competition.

**WHEREFORE, Phillip Koeckritz seeks entry of relief as follows:**

1. Damages and/or restitution according to proof at trial, including exemplary damages where authorized by statute;
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10. \$1,750,000,000.00

Phillip Koeckritz

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**VERIFICATION**

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Executed on February 28, 2013.



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Phillip Koeckritz