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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT SEATTLE

10 AMAZON.COM, INC., a Delaware  
11 corporation,

12 Plaintiff,

13 v.

14 JOSH CARLUCCI, a Florida resident;  
15 BRENT SCHILLAGE, a Florida resident;  
16 NEXGEN BIOLABS, INC., a Florida  
corporation; SKINGENIXX, INC., a Florida  
corporation; and GX8 CAPITAL, INC., a  
Florida corporation,

17 Defendants.

Case No. 2:15-cv-1297

DEFENDANTS' NOTICE OF REMOVAL  
OF ACTION PURSUANT TO 28 U.S.C.  
§§ 1441 AND 1446

18  
19 Defendants Josh Carlucci, Brent Schillage, Nexgen Biolabs, Inc., Skingenixx, Inc., and  
20 GX8 Capital, Inc. (collectively, "Defendants"), hereby give notice of their removal of the action  
21 captioned *Amazon.com, Inc. v. Carlucci, et al.*, Case No. 15-2-15013-8 SEA, filed in the  
22 Superior Court of the State of Washington in and for the County of King, to the United States  
23 District Court for the Western District of Washington pursuant to 28 U.S.C. §§ 1441 and 1446.  
24 In support of this Notice of Removal, Defendants state as follows:

25 1. On June 19, 2015, Plaintiff Amazon.com, Inc. filed an action against Defendants  
26 entitled *Amazon.com, Inc. v. Carlucci, et al.*, in the Superior Court of the State of Washington in  
27 and for the County of King, Case No. 15-2-15013-8 SEA ("State Court Action").

1           2.       Service of the summons and Complaint on all Defendants in the State Court  
2 Action was complete as of July 28, 2015, the effective date of service on the last-served  
3 Defendant Josh Carlucci. Pursuant to 28 U.S.C. § 1446(b)(2), this Notice of Removal is timely  
4 filed because it was filed within thirty (30) days of service of the last defendant in this action.

5           3.       Pursuant to 28 U.S.C. § 1446(a), a complete copy of all process, pleadings, and  
6 orders served upon Defendants in the State Court Action is attached hereto as **Exhibit A**.

7           4.       Counsel for Defendants filed a notice of appearance in the State Court Action but  
8 no further proceedings have occurred in that action as of the filing of this Notice Removal.  
9 Defendants have not filed an answer or taken any other action in the State Court Action.

10          5.       In its Complaint filed in the State Court Action, Plaintiff Amazon.com, Inc.  
11 alleges claims for unfair competition and trademark infringement (dilution by tarnishment) under  
12 the Lanham Act, 15 U.S.C. § 1125(a) and (c), as well as state law claims for breach of contract,  
13 violation of Washington’s Consumer Protection Act, RCW Ch. 19.86, intentional interference  
14 with contractual relations, unjust enrichment/restitution, and an accounting. All of the claims  
15 arise from Defendants’ marketing and sale of products through Amazon’s website.

16          6.       Pursuant to 28 U.S.C. § 1331, this Court has original subject matter jurisdiction of  
17 all civil actions arising from the laws of the United States. Furthermore, pursuant to 28 U.S.C.  
18 § 1338(a), this Court has original subject matter jurisdiction of any civil action arising under any  
19 Act of Congress relating to, as relevant here, trademarks. *See also* 15 U.S.C. § 1121. Because  
20 Amazon’s Complaint alleges claims under the federal Lanham Act – specifically, claims for  
21 unfair competition and trademark infringement – this Court has original jurisdiction of this  
22 action. Accordingly, removal of the action is appropriate under 28 U.S.C. § 1441(a) (“[A]ny civil  
23 action brought in a State court of which the district courts of the United States have original  
24 jurisdiction, may be removed by the ... defendants, to the district court[.]”).

25          7.       Furthermore, pursuant to 28 U.S.C. § 1367(a), this Court has supplemental  
26 jurisdiction over Amazon’s state law claims because those claims arise from the same alleged  
27 conduct forming the basis of Amazon’s Lanham Act claims and are therefore part of the same

1 case or controversy.

2 8. Given that the State Court Action is pending in King County Superior Court,  
3 venue for removal based on the allegations in the Complaint exists in the United States District  
4 Court for the Western District of Washington. *See* 28 U.S.C. § 1441(a) (state court actions may  
5 be removed “to the district court of the United States for the district and division embracing the  
6 place where such action is pending”).

7 9. All Defendants consent to removal of the State Court Action.

8 10. As required by 28 U.S.C. § 1446(d), a notice of filing of removal, with a copy of  
9 this Notice of Removal, shall be promptly filed in the State Court Action and served on  
10 Plaintiff’s counsel promptly after this Notice of Removal is filed.

11 11. By filing this Notice of Removal, Defendants do not waive any defenses which  
12 may be available to them, including but not limited to lack of personal jurisdiction, insufficiency  
13 of service of process, *forum non conveniens*, failure to state a claim upon which relief can be  
14 granted, and any other defenses.

15 12. Based on the foregoing, Defendants hereby remove the State Court Action to this  
16 Court pursuant to 28 U.S.C. §§ 1441, 1446.

17 Dated this 14th day of August, 2015.

18 Respectfully Submitted,

19 *s/ Venkat Balasubramani*

20 *s/ Stacia N. Lay*

21 Venkat Balasubramani, WSBA #28269

22 Stacia N. Lay, WSBA #30594

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25 Seattle, Washington 98104

26 Tel: (206) 529-4827

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*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I certify that on August 14, 2015, I caused the foregoing DEFENDANTS' NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. §§ 1441 AND 1446 to be filed via the court's ECF system and to be delivered via email and U.S. Mail to:

David A. Bateman, WSBA # 14262  
K&L Gates LLP  
925 Fourth Ave., Suite 2900  
Seattle, WA 98104  
Tel: (206) 370-6682  
Fax: (206) 370-6013  
Email: david.bateman@klgates.com

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Executed this 14th day of August, 2015, at Seattle, Washington.

s/ Venkat Balasubramani  
Venkat Balasubramani, WSBA # 28269

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# EXHIBIT A

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware corporation,  
  
Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;  
BRENT SCHILLAGE, a Florida resident;  
NEXGEN BIOLABS, INC., a Florida corporation;  
SKINGENIXX, INC., a Florida corporation; and  
GX8 CAPITAL, INC., a Florida corporation,  
Defendants.

No. 15-2-15013-8  
SEA  
COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF

**COMPLAINT**

Plaintiff, Amazon.com, Inc. (“Amazon”) brings this action against defendants Josh Carlucci, Brent Schillage, Nexgen Biolabs, Inc., Skingenixx, Inc., and GX8 Capital, Inc. (“Defendants”) for injunctive relief and damages as follows.

**I. INTRODUCTION**

1. Each day, millions of consumers use Amazon’s website to assist with their purchasing decisions. In order to make those decisions more informed, Amazon publishes customer reviews of products available on Amazon.com. Amazon pioneered customer reviews twenty years ago and is now home to hundreds of millions of unique reviews.

1 Whether positive or negative, reviews provide a forum for sharing authentic feedback  
2 about products.

3 2. Amazon does not remove reviews when they are critical of products;  
4 Amazon believes all accurate information and related opinion can inform its customers'  
5 buying decisions. Amazon takes the authenticity of its customer reviews very seriously.  
6 As a result, Amazon strictly prohibits any attempt to manipulate customer reviews and  
7 actively polices its website to remove false, misleading, and inauthentic reviews.

8 3. A very small number of sellers and manufacturers attempt to gain unfair  
9 competitive advantages by creating false, misleading, and inauthentic customer reviews  
10 for their products on Amazon.com. These reviews threaten to undermine the trust that  
11 customers and the vast majority of sellers and manufacturers place in Amazon, and  
12 thereby to tarnish Amazon's brand.

13 4. As described throughout this Complaint, Defendants have engaged in an  
14 extensive and concerted effort to mislead Amazon's customers and to manipulate  
15 customer reviews for their "Nexgen Biolabs" branded nutraceutical and dietary  
16 supplement products. Defendants have violated Amazon's rules for seller behavior,  
17 ignored repeated warnings from Amazon, and used deception and artifice in an attempt to  
18 circumvent Amazon's investigative and enforcement efforts. Defendants have also  
19 conspired with others to falsely market their products and to evade Amazon's efforts to  
20 ban them from its marketplace.

21 5. Defendants' conduct has damaged Amazon, Amazon's customers, the  
22 many honest sellers who use Amazon's platform, and Amazon's intellectual property  
23 rights. This damage will continue unless Defendants are immediately and permanently  
24 enjoined from using Amazon's website, in any fashion whatsoever.  
25

1 6. In this action, Amazon brings claims for violations of the Lanham Act, 15  
2 U.S.C. § 1125(a) and (c) (Unfair Competition/False Advertising and Tarnishment);  
3 violations of violations of the Washington Consumer Protection Act (RCW Ch. 19.86);  
4 and violations of Washington common law.

## 5 II. JURISDICTION AND VENUE

6 7. This Court has personal jurisdiction over Defendants, all of whom have  
7 conducted business activities in and directed to Washington and are primary participants  
8 in tortious acts in and directed to Washington.

9 8. Venue is proper in this Court pursuant to RCW § 4.12.010 to .025 in that a  
10 substantial part of the events or omissions giving rise to the claims pled herein occurred in  
11 King County, Amazon seeks damages for personal injury or damage to personal property  
12 in King County, and Amazon's causes of action arose in King County.

## 13 III. THE PARTIES

14 9. Amazon is a Delaware corporation with its principal place of business in  
15 Seattle, Washington. Amazon owns and operates the Amazon.com website, and  
16 equivalent international websites. Amazon has more than 250 million active customers.

17 10. Defendant Josh Carlucci ("Carlucci") is a resident of Florida.

18 11. Defendant Brent Schillage ("Schillage") is a resident of Florida.

19 12. Defendant Nexgen Biolabs, Inc. ("Nexgen") is a Florida corporation.

20 Upon information and belief, Carlucci and Schillage are the owners, operators, and  
21 managers of Nexgen.

22 13. Defendant Skingenixx, Inc. ("Skingenixx") is a Florida corporation. Upon  
23 information and belief, Skingenixx was incorporated on or about February 27, 2015.

24 Carlucci is the President of Skingenixx, and Schillage is the Vice President of Skingenixx.  
25



1           14. Defendant GX8 Capital, Inc. (“GX8 Capital”) is a Florida corporation.  
2 Upon information and belief, Schillage is the owner, operator, and manager of GX8  
3 Capital.

4                                   **IV. AMAZON’S PRODUCT REVIEW SYSTEM**

5           15. Amazon.com opened its virtual doors on the World Wide Web in July 1995  
6 and offers Earth’s Biggest Selection. Amazon serves customers through its retail  
7 websites, with a focus on selection, price, and convenience. Amazon’s websites enable  
8 millions of unique products to be sold by Amazon and by third parties, across dozens of  
9 product categories.

10           16. Amazon encourages its customers to review products that are available on  
11 its websites. Amazon publishes these reviews on the detail pages of the products.  
12 Customers rely on this feedback to make informed purchasing decisions. Customers trust  
13 that these reviews will be honest, helpful, and authentic.

14           17. Each product review is comprised of the reviewer’s textual comments and  
15 a “star rating” that ranges from 1 star to 5 stars. Amazon compiles these product reviews  
16 and star ratings, and publishes those results alongside the advertised product.

17           18. In order to review a product, an individual must be an Amazon customer  
18 and must have an Amazon account. As a result, each reviewer of a product has agreed to  
19 and is bound by the Conditions of Use of the Amazon website.

20           19. Amazon expressly prohibits paid reviews, as clearly stated in the Customer  
21 Review Creation Guidelines incorporated into Amazon’s Conditions of Use:

22           Paid Reviews - We do not permit reviews or votes on the helpfulness of  
23 reviews that are posted in exchange for compensation of any kind,  
24 including payment (whether in the form of money or gift certificates),  
25 bonus content, entry to a contest or sweepstakes, discounts on future  
purchases, extra product, or other gifts.

1           20. Amazon takes the integrity of its customer reviews very seriously.  
2 Amazon has developed sophisticated technologies and protocols to detect and remove  
3 false, misleading, and inauthentic reviews from its website. Amazon scours its website  
4 for fake reviews, removes them when it finds them, and removes the selling privileges of  
5 sellers that post or purchase fake reviews.

6           21. To become a seller on Amazon.com, an applicant must, among other  
7 things, agree to Amazon's Participation Agreement, in which an applicant commits to  
8 abide by selling policies and guidelines. Among those policies is Amazon's policy  
9 entitled "Prohibited Seller Activities and Actions," which was established to maintain a  
10 selling platform that is safe for Amazon's customers and fair to sellers.

11           22. Sellers are strictly prohibited from undertaking any of the following  
12 activities:

- 13           a. Misuse of ratings and feedback or reviews: Any attempt to  
14           manipulate ratings, feedback, or reviews is prohibited.
- 15           b. Unauthorized and improper business names: The Business Name  
16           (identifying a seller's business entity on Amazon.com) must be a  
17           name that: accurately identifies the seller; is not misleading; and the  
18           seller has the right to use.
- 19           c. Operating multiple Seller Central accounts: Operating and  
20           maintaining multiple Seller Central accounts is prohibited.

21           23. Sellers are clearly advised that failure to comply with the terms of the  
22 Prohibited Seller Activities and Actions policy can result in cancellation of listings,  
23 suspension from use of Amazon.com tools and reports, and/or the removal of selling  
24 privileges. The Participation Agreement likewise provides:

25           Investigation. Amazon has the right, but not the obligation, to monitor any  
activity and content associated with this Site and investigate as we deem  
appropriate. Amazon also may investigate any reported violation of its  
policies or complaints and take any action that it deems appropriate. Such

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action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removal of any materials on the Site, including listings.

**V. DEFENDANTS' ILLEGAL ACTS**

24. Beginning at a time unknown, but no later than March 2013, Defendants embarked on a concerted effort to deceive Amazon and Amazon's customers by manipulating and falsifying customer reviews of Defendants' branded nutraceutical and dietary supplement products. Defendants ignored warnings from Amazon and lied about their involvement in the scheme, leading Amazon to ban their products from its website. Defendants then created new fictional entities and accounts in an effort to circumvent this ban and to continue selling their products to Amazon's customers using fabricated reviews.

25. In March 2013, Defendants created an Amazon Seller account and began selling lines of products under the "Nexgen Biolabs" label, including products such as Nexgen Biolabs Invigorate, Xentrafen, Xenitol, Xentrafen PM, and Mynoxidrin. Amazon almost immediately began to notice indicia of fraudulent reviews and ratings for Defendants' products. On April 13, 2013, Amazon warned Defendants about manipulating their own seller feedback ratings.

26. On October 24, 2013, Amazon warned Defendants about bribing reviewers to obtain positive feedback. On October 29, 2013, Amazon issued another warning to Defendants about product review manipulation. On October 31, 2013, Amazon warned Defendants about their creation of an Amazon buyer account through which they were purchasing their own products for the purpose of padding their own feedback.

27. After additional warnings were issued on January 18 and January 21, 2014, Amazon blocked Defendants' seller account.

1 28. Defendants responded by creating new seller accounts with fictional  
2 identities, masking their relationship with Nexgen and its principals. For example, on  
3 August 16, 2014, an account entitled GX8 Retailers was created to sell Nexgen products  
4 using the alias “Vincent Agnelli.” GX8 Retailers was actually a Florida company  
5 incorporated by Schillage. Ultimately, Defendants created or conspired in the creation of  
6 at least 17 different seller accounts to market their Nexgen products using deceptive  
7 techniques.

8 29. Amazon discovered Defendants’ new deception and, toward the end of  
9 2014, confronted Defendants regarding apparent review abuse. Defendants denied  
10 responsibility and instead blamed the abuse on a competitor named “Andy Havenwood.”  
11 That person has never been located, and appears to be fictional.

12 30. Amazon’s continued investigation of Defendants revealed that reviews for  
13 Nexgen products were being manipulated in numerous ways, including by creating and  
14 using fake customer accounts to create fake reviews and leave positive seller feedback,  
15 and offering expensive products in exchange for reviews written in advance.

16 31. As a result of these abuses, on March 13, 2015, Amazon de-listed all 33  
17 Nexgen products for a period of 90 days.

18 32. Defendants continued to assert that they were being victimized by a  
19 competitor, but they secretly changed their product brand to “Pharmatek” and began  
20 listing the banned Nexgen products for sale on Amazon.com under that new name. The  
21 Pharmatek products had the same names, prices, and listed ingredients as the banned  
22 Nexgen products, and the Pharmatek product labels were identical to the Nexgen product  
23 labels in every way except for manufacturer name, UPC Code, and contact information.  
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<p><b>Original - Nexgen</b></p> <p><b>Invigorate™</b> Extreme Testosterone Support &amp; Potency Supplement*</p> <p>60 Tablets 742mg</p> <p>www.NexGenBioLabs.com Dietary Supplement</p>	<p><b>Supplement Facts</b></p> <p>Serving Size: 1 Tablet Servings per Bottle: 60</p> <table border="1"> <thead> <tr> <th>Proprietary Blend</th> <th>Amount Per Serving</th> </tr> </thead> <tbody> <tr> <td>600mg</td> <td>742mg</td> </tr> </tbody> </table> <p><small>Other Ingredients: Calcium Carbonate, Microcrystalline Cellulose, Stearic Acid, Magnesium Stearate.</small></p> <p><small>*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat or cure any disease.</small></p> <p><b>NexGen</b> Manufactured by NexGen BioLabs, Inc. 2822 Henderson Blvd Tampa, FL 33629 www.NexGenBioLabs.com</p>	Proprietary Blend	Amount Per Serving	600mg	742mg	<p><b>New - Pharmatek</b></p> <p><b>Invigorate™</b> Extreme Testosterone Support &amp; Potency Supplement*</p> <p>60 Tablets 742mg</p> <p>Dietary Supplement</p>	<p><b>Supplement Facts</b></p> <p>Serving Size: 1 Tablet Servings per Bottle: 60</p> <table border="1"> <thead> <tr> <th>Proprietary Blend</th> <th>Amount Per Serving</th> </tr> </thead> <tbody> <tr> <td>600mg</td> <td>742mg</td> </tr> </tbody> </table> <p><small>Other Ingredients: Calcium Carbonate, Microcrystalline Cellulose, Stearic Acid, Magnesium Stearate.</small></p> <p><small>*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, prevent or cure any disease.</small></p> <p><b>PHARMATEK</b> Manufactured for Pharmatek Labs 1000 Main Street Houston, TX 77002 www.pharmateklabs.com</p>	Proprietary Blend	Amount Per Serving	600mg	742mg
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1           33.     The domain name “pharmateklabs.com,” which was identified on the label  
2 of the Pharmatek products, was registered by Carlucci on or about March 27, 2015.  
3 Carlucci subsequently attempted to hide his relationship with this domain name.

4           34.     Defendants also continued their pattern of abuse in connection with  
5 Pharmatek products. Before any Pharmatek products were delivered to a single Amazon  
6 customer, those products were accompanied on Amazon by dozens of 5-star reviews,  
7 including some in which the customer claimed to have been using the product for months.

8           35.     When confronted by Amazon about the obvious product similarities,  
9 Defendants denied that they controlled Pharmatek and claimed to have “licensed” their  
10 Nexgen products to Pharmatek. But Defendants were unable to immediately identify their  
11 Pharmatek contact, and they later claimed that a sales representative named “Rachel  
12 Anderson” had made contractual arrangements with an unnamed individual at Pharmatek  
13 to “white label” the Nexgen products. Defendants promised to produce to Amazon a copy  
14 of that contract, but they never did. Amazon could neither locate this particular  
15 Pharmatek company, nor find “Rachel Anderson.”

16           36.     On May 5, 2015, Amazon notified Defendants of its decision to  
17 permanently prohibit Nexgen and Pharmatek products on Amazon. Defendants promptly  
18 created a new line of “Skinengenixx” health and beauty products, and continued to create  
19 new seller accounts and manipulate reviews of those products, including soliciting fake  
20 reviews.

21           37.     At all times, Defendants knew that Amazon’s policies prohibited both paid  
22 reviews and fictional reviews, and knew and intended that their business of obtaining  
23 fraudulent reviews would improperly manipulate the published ranking of products listed  
24 for sale on Amazon. The results of these intentional efforts have been the deception of  
25

1 Amazon's customers, unfair competition with sellers on Amazon's platform, and  
2 tarnishment of Amazon's brand.

3 38. Defendants' conduct has damaged Amazon, Amazon's customers, and the  
4 many honest sellers who use Amazon's platform. This damage will continue unless  
5 Defendants are immediately and permanently enjoined from using Amazon's website.

6 **FIRST CLAIM FOR RELIEF**  
7 **Federal Unfair Competition (Lanham Act, 15 U.S.C. § 1125(a))**

8 39. Amazon incorporates by reference the allegations of each and every one of  
9 the preceding paragraphs as though fully set forth herein.

10 40. Defendants made false and misleading statements of fact in the commercial  
11 advertisement of their products.

12 41. Those statements deceived or had the capacity to deceive a substantial  
13 segment of potential consumers.

14 42. The deception was material, in that it was likely to influence consumers'  
15 purchasing decisions.

16 43. Defendants' acts constitute willful false statements in connection with  
17 products and/or services distributed in interstate commerce, in violation of § 43(a) of the  
18 Lanham Act, 15 U.S.C. § 1125(a).

19 44. Defendants' acts have caused irreparable injury to Amazon and its  
20 intellectual property rights. The injury to Amazon is and continues to be ongoing and  
21 irreparable. An award of monetary damages alone cannot fully compensate Amazon for  
22 its injuries and Amazon lacks an adequate remedy at law.








23 45. Amazon is entitled to an injunction against Defendants, as well as all other  
24 remedies available under the Lanham Act, including, but not limited to, compensatory  
25 damages, treble damages, disgorgement of profits, and costs and attorneys' fees.

**SECOND CLAIM FOR RELIEF**  
**Trademark Infringement - Dilution by Tarnishment**  
**(Lanham Act, 15 U.S.C. § 1125(c))**

46. Amazon incorporates by reference the allegations of each and every one of the preceding paragraphs as though fully set forth herein.

47. The term “Amazon.com” is not only the name of Plaintiff’s company, but is also the most important and easily recognized identifier of the goods and services it offers. The AMAZON.COM mark is a well-known trademark on the Internet.

48. Amazon is the owner of all rights in the marks that are the subject of the following registrations (the “Amazon Marks”):

<u>REGISTRATION NUMBER</u>	<u>MARK</u>
No. 2,078,498	Amazon.com
No. 2,789,101	
No. 2,696,140	
No. 2,684,128	
No. 2,951,941	
No. 3,911,425	
No. 3,904,646	
No. 4,067,393	

49. Amazon has continuously used these trademarks to distinguish its products and services. Today, the Amazon Marks are well known by the general consuming public of the United States. Moreover, due to Amazon’s advertisement and promotion of the Amazon Marks, consumers have come to recognize the Amazon Marks as a symbol of the trustworthiness of the products and services bearing the Amazon Marks, and further, associate the Amazon Marks solely with Amazon and its high quality goods and services.



1 50. Through Amazon's advertisement and promotion and the high level of  
2 recognition by the general consuming public of the United States, the Amazon Marks are  
3 famous and became famous prior to Defendants' illegal acts. The Amazon Marks are  
4 famous by virtue of their inherent distinctiveness and secondary meaning as a designation  
5 of the source of the trust that consumers can place in purchasing from Amazon and by  
6 their continuous use since Amazon's founding in 1995.

7 51. Defendants used the Amazon Marks in connection with the sales of their  
8 products in interstate commerce.

9 52. Defendants' actions have caused, and if not restrained will continue to  
10 cause, dilution by tarnishment of the Amazon Marks.

11 53. Defendants' acts have caused irreparable injury to Amazon. The injury to  
12 Amazon is and continues to be ongoing and irreparable. An award of monetary damages  
13 alone cannot fully compensate Amazon for its injuries and Amazon lacks an adequate  
14 remedy at law. Amazon is entitled to an injunction against Defendants.

15 **THIRD CLAIM FOR RELIEF**  
16 **Breach of Contract**

17 54. Amazon incorporates by reference the allegations of each and every one of  
18 the preceding paragraphs as though fully set forth herein.

19 55. Defendants have established Amazon seller accounts and have agreed to  
20 Amazon's Participation Agreement. Defendants have also contractually agreed to be  
21 bound by the Conditions of Use of the Amazon website.

22 56. Defendants' actions constitute material breaches of their contractual  
23 obligations to Amazon, as a result of which Amazon has been damaged in an amount to be  
24 proven at trial.  
25

1 57. Defendants' acts have caused irreparable injury to Amazon. The injury to  
2 Amazon is and continues to be ongoing and irreparable. An award of monetary damages  
3 alone cannot fully compensate Amazon for its injuries and Amazon lacks an adequate  
4 remedy at law. Amazon is entitled to an injunction against Defendants

5 **FOURTH CLAIM FOR RELIEF**  
6 **Consumer Protection Act (R.C.W. Ch. 19.86)**

7 58. Amazon incorporates by reference the allegations of each and every one of  
8 the preceding paragraphs as though fully set forth herein.

9 59. Defendants have engaged in unfair and deceptive acts and practices  
10 occurring in trade or commerce in violation of the Washington Consumer Protection Act,  
11 R.C.W. Ch. 19.86.

12 60. Defendants' actions were injurious to the public interest. The acts were  
13 committed in the course of Defendants' business, and caused the public dissemination of  
14 false reviews and other false information designed to deceive customers using  
15 Amazon.com. Defendants' acts had the capacity to harm customers and sellers on  
16 Amazon's platform.

17 61. Defendants' unfair and deceptive business practices have unjustly harmed  
18 Amazon and are causing Amazon to suffer damages.

19 62. Amazon is entitled to treble damages and attorneys fees, pursuant to  
20 R.C.W. 19.86.090.

21 63. As a result of such unfair and deceptive acts and practices, Amazon has  
22 also suffered irreparable injury and, unless Defendants are enjoined from such unfair  
23 competition, will continue to suffer irreparable injury, whereby Amazon has no adequate  
24 remedy at law.  
25

**FIFTH CLAIM FOR RELIEF**  
**Intentional Interference with Contractual Relations**

1  
2 64. Amazon incorporates by reference the allegations of each and every one of  
3 the preceding paragraphs as though fully set forth herein.

4 65. Amazon maintains contracts with each user who submits a review to the  
5 Amazon website, as each such user agreed to the Amazon Conditions of Use.

6 66. Defendants have knowledge of these contracts and the contractual  
7 prohibitions against fake and paid reviews.

8 67. Defendants intended to disrupt and, with malice and through unfair means,  
9 did interfere with the performance of these contracts.

10 68. As a result of Defendants' actions, Amazon has been harmed.

11 69. Defendants' conduct was a substantial factor in causing Amazon harm.

12  
13 **SIXTH CLAIM FOR RELIEF**  
**Unjust Enrichment/Restitution**

14 70. Amazon incorporates by reference the allegations of each and every one of  
15 the preceding paragraphs as though fully set forth herein.

16 71. Defendants unjustly received benefits at Amazon's expense through their  
17 wrongful conduct, including their interference with Amazon's business relationships, false  
18 advertising and other unfair business practices. Defendants continue to unjustly retain  
19 these benefits at Amazon's expense. It would be unjust for Defendants to retain any value  
20 they obtained as a result of their wrongful conduct.

21 72. Amazon is entitled to the establishment of a constructive trust consisting of  
22 the benefit conferred upon Defendants by the revenues derived from their wrongful  
23 conduct at Amazon's expense, and all profits derived from that wrongful conduct.  
24 Amazon is further entitled to full restitution of all amounts in which Defendants have been  
25 unjustly enriched at Amazon's expense.

**SEVENTH CLAIM FOR RELIEF**  
**Accounting**

1  
2 73. Amazon incorporates by reference the allegations of each and every one of  
3 the preceding paragraphs as though fully set forth herein.

4 74. Since at least March 2013, Defendants have obtained business through  
5 unlawful conduct, as alleged in this Complaint.

6 75. Defendants have received money as a result of their misconduct, at  
7 Amazon's expense, at some or all such money is rightfully due to Amazon. Defendants  
8 have also induced contractual breaches by Amazon sellers and reviewers.

9 76. The scope of Defendants' activities, and amount of money due from  
10 Defendants to Amazon, cannot be ascertained without a full accounting of the Defendants'  
11 wrongful and unlawful conduct. Amazon is entitled, therefore, to a full accounting and  
12 records of Defendants' unlawful activities.

**PRAYER FOR RELIEF**

13  
14 **WHEREFORE**, Amazon respectfully requests judgment as follows:

15 1. That the Court issue permanent and injunctive relief against Defendants  
16 and that Defendants, their officers, agents, representatives, servants, employees, attorneys,  
17 successors and assigns, and all others in active concert or participation with Defendants be  
18 enjoined from:

- 19 (a) selling products on any of Amazon's websites;  
20 (b) opening any Amazon accounts;  
21 (c) accessing Amazon's services in any manner whatsoever; and  
22 (d) assisting, aiding or abetting any other person or business entity in  
23 engaging or performing any of the activities referred to in subparagraphs (a)  
24 through (c) above.  
25

1           2.       That the Court enter an Order declaring that Defendants hold in trust, as  
2 constructive trustees for the benefit of Amazon, their illegal profits gained from the sale of  
3 products on Amazon.com, and requiring Defendants to provide Amazon with a full and  
4 complete accounting of all amounts obtained as a result of Defendants' illegal activities.

5           3.       That the Court enter an Order instructing Defendants, jointly and severally,  
6 to pay Amazon's general, special, actual and statutory damages, including treble damages  
7 pursuant to R.C.W. Ch. 19.86;

8           4.       That the Court Order Defendants to pay Amazon both the cost of this  
9 action and attorneys' fees incurred in prosecuting this action; and

10          5.       That the Court grant Amazon such additional and further relief as is just  
11 and proper.

12  
13                   DATED this 19th day of June, 2015.

14   K&L GATES LLP

15  
16   By           /s/ David A. Bateman            
17   David A. Bateman, WSBA # 14262  
18   925 Fourth Ave., Suite 2900  
19   Seattle, WA 98104  
  Tel: (206) 370-6682  
  Fax: (206) 370-6013  
  Email: david.bateman@klgates.com

20   Attorneys for Plaintiff  
21   Amazon.com, Inc.

FILED

15 JUN 22 AM 11:3

The Honorable Sean G. Donnell  
KING COUNTY  
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware  
corporation,  
  
Plaintiff,

No. 15-2-15013-8 SEA

SUMMONS TO JOSH CARLUCCI

v.

JOSH CARLUCCI, a Florida resident;  
BRENT SCHILLAGE, a Florida resident;  
NEXGEN BIOLABS, INC., a Florida  
corporation; SKINGENIXX, INC., a Florida  
corporation; and GX8 CAPITAL, INC., a  
Florida corporation,  
Defendants.

TO THE DEFENDANT(S): Josh Carlucci  
204 W. Hyde Park Pl. #508  
Tampa, FL 33606-2322

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332\_DAB\20332P2579

K&L GATES LLP  
925 FOURTH AVENUE  
SUITE 2900  
SEATTLE, WASHINGTON 98104-1158  
TELEPHONE: (206) 623-7580  
FACSIMILE: (206) 623-7022

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You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED this 22nd day of June, 2015.

K&L GATES LLP

By /s/ David A. Bateman  
David A. Bateman, WSBA # 14262  
925 Fourth Ave., Suite 2900  
Seattle, WA 98104  
Tel: (206) 370-6682  
Fax: (206) 370-6013  
Email: david.bateman@klgates.com

Attorneys for Plaintiff  
Amazon.com, Inc.

FILED

15 JUN 22 AM 11:3

The Honorable Sean G. Donnell  
KING COUNTY  
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware corporation,

Plaintiff,

v.

JOSH CARLUCCI, a Florida resident;  
BRENT SCHILLAGE, a Florida resident;  
NEXGEN BIOLABS, INC., a Florida corporation;  
SKINGENIXX, INC., a Florida corporation; and  
GX8 CAPITAL, INC., a Florida corporation,

Defendants.

No. 15-2-15013-8 SEA

SUMMONS TO BRENT SCHILLAGE

TO THE DEFENDANT(S):

Brent Schillage  
101 Plaza Real S., Apt. 816  
Boca Raton, FL 33432

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332\_DAB\20332P257A

K&L GATES LLP  
925 FOURTH AVENUE  
SUITE 2900  
SEATTLE, WASHINGTON 98104-1158  
TELEPHONE: (206) 623-7580  
FACSIMILE: (206) 623-7022



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You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED this 22nd day of June, 2015.

K&L GATES LLP

By /s/ David A. Bateman  
David A. Bateman, WSBA # 14262  
925 Fourth Ave., Suite 2900  
Seattle, WA 98104  
Tel: (206) 370-6682  
Fax: (206) 370-6013  
Email: david.bateman@klgates.com

Attorneys for Plaintiff  
Amazon.com, Inc.

FILED

15 JUN 22 AM 11:31

The Honorable Sean G. Donnell  
KING COUNTY  
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware corporation,  
  
Plaintiff,  
  
v.  
  
JOSH CARLUCCI, a Florida resident;  
BRENT SCHILLAGE, a Florida resident;  
NEXGEN BIOLABS, INC., a Florida corporation;  
SKINGENIXX, INC., a Florida corporation; and  
GX8 CAPITAL, INC., a Florida corporation,  
  
Defendants.

No. 15-2-15013-8 SEA  
SUMMONS TO  
NEXGEN BIOLABS, INC.

TO THE DEFENDANT(S): Nexgen Biolabs, Inc.  
c/o Incorp. Services Inc.  
3825 Henderson Blvd., Suite 500  
Tampa, FL 33629

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332\_DAB\20332P257B

K&L GATES LLP  
925 FOURTH AVENUE  
SUITE 2900  
SEATTLE, WASHINGTON 98104-1158  
TELEPHONE: (206) 623-7580  
FACSIMILE: (206) 623-7022

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You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED this 22nd day of June, 2015.

K&L GATES LLP

By /s/ David A. Bateman  
David A. Bateman, WSBA # 14262  
925 Fourth Ave., Suite 2900  
Seattle, WA 98104  
Tel: (206) 370-6682  
Fax: (206) 370-6013  
Email: david.bateman@klgates.com

Attorneys for Plaintiff  
Amazon.com, Inc.

FILED

15 JUN 24 AM 10:38

The Honorable Sean O'Donnell  
KING COUNTY  
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware corporation,  
  
Plaintiff,

No. 15-2-15013-8 SEA

SUMMONS TO  
NEXGEN BIOLABS, INC.

v.

JOSH CARLUCCI, a Florida resident;  
BRENT SCHILLAGE, a Florida resident;  
NEXGEN BIOLABS, INC., a Florida corporation;  
SKINGENIXX, INC., a Florida corporation; and  
GX8 CAPITAL, INC., a Florida corporation,  
Defendants.

TO THE DEFENDANT(S):

Nexgen Biolabs, Inc.  
c/o Brent Schillage  
101 Plaza Real S., Apt. 816  
Boca Raton, FL 33432

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332\_DAB\20332P257H

K&L GATES LLP  
925 FOURTH AVENUE  
SUITE 2900  
SEATTLE, WASHINGTON 98104-1158  
TELEPHONE: (206) 623-7580  
FACSIMILE: (206) 623-7022

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You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED this 24th day of June, 2015.

K&L GATES LLP

By /s/ David A. Bateman  
David A. Bateman, WSBA # 14262  
925 Fourth Ave., Suite 2900  
Seattle, WA 98104  
Tel: (206) 370-6682  
Fax: (206) 370-6013  
Email: david.bateman@klgates.com

Attorneys for Plaintiff  
Amazon.com, Inc.

FILED

15 JUN 22 AM 11:3

The Honorable Sean G. Donnell  
KING COUNTY  
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware corporation,  
  
Plaintiff,  
  
v.  
  
JOSH CARLUCCI, a Florida resident;  
BRENT SCHILLAGE, a Florida resident;  
NEXGEN BIOLABS, INC., a Florida corporation;  
SKINGENIXX, INC., a Florida corporation;  
and GX8 CAPITAL, INC., a Florida corporation,  
  
Defendants.

No. 15-2-15013-8 SEA  
  
SUMMONS TO  
SKINGENIXX, INC.

TO THE DEFENDANT(S): Skingenixx, Inc.  
c/o Incorp. Services Inc.  
17888 67th Court North  
Loxahatchee, FL 33471

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

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K&L GATES LLP  
925 FOURTH AVENUE  
SUITE 2900  
SEATTLE, WASHINGTON 98104-1158  
TELEPHONE: (206) 623-7580  
FACSIMILE: (206) 623-7022

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You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this summons. Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED this 22nd day of June, 2015.

K&L GATES LLP

By /s/ David A. Bateman  
David A. Bateman, WSBA # 14262  
925 Fourth Ave., Suite 2900  
Seattle, WA 98104  
Tel: (206) 370-6682  
Fax: (206) 370-6013  
Email: david.bateman@klgates.com

Attorneys for Plaintiff  
Amazon.com, Inc.

FILED

15 JUN 22 AM 11:3

The Honorable Sean O'Donnell  
KING COUNTY  
SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-15013-8 SEA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware  
corporation,  
  
Plaintiff,  
  
v.  
  
JOSH CARLUCCI, a Florida resident;  
BRENT SCHILLAGE, a Florida resident;  
NEXGEN BIOLABS, INC., a Florida  
corporation; SKINGENIXX, INC., a Florida  
corporation; and GX8 CAPITAL, INC., a  
Florida corporation,  
Defendants.

No. 15-2-15013-8 SEA  
SUMMONS TO  
GX8 CAPITAL, INC.

TO THE DEFENDANT(S): GX8 Capital, Inc.  
c/o 101 Plaza Real S.  
Boca Raton, FL 33432

A lawsuit has been started against you in the above-entitled court by Amazon.com, Inc., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS - 1

K:\2040741\00410\20332\_DAB\20332P257D

K&L GATES LLP  
925 FOURTH AVENUE  
SUITE 2900  
SEATTLE, WASHINGTON 98104-1158  
TELEPHONE: (206) 623-7580  
FACSIMILE: (206) 623-7022



1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the  
2 demand must be in writing and must be served upon the person signing this summons.  
3 Within 14 days after you serve demand, the plaintiff must file this lawsuit with the court,  
4 or the service on you of this summons and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so  
6 promptly so that your written response, if any, may be served on time.

7 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the  
8 State of Washington.

9 DATED this 22nd day of June, 2015.

10 K&L GATES LLP

11 By /s/ David A. Bateman  
12 David A. Bateman, WSBA # 14262  
13 925 Fourth Ave., Suite 2900  
14 Seattle, WA 98104  
15 Tel: (206) 370-6682  
16 Fax: (206) 370-6013  
17 Email: david.bateman@klgates.com

18 Attorneys for Plaintiff  
19 Amazon.com, Inc.

FILED

15 AUG -7 PM 1:24

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

AMAZON .COM, INC., A DELAWARE CORPORATION  
Plaintiff/Petitioner

Cause No.: 15-2-15013-8 SEA  
Hearing Date:

vs.  
JOSH CARLUCCI, A FLORIDA RESIDENT; ET AL.

Defendant/Respondent

AFFIDAVIT OF SERVICE OF  
SUMMONS TO JOSH CARLUCCI; COMPLAINT FOR  
DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING  
CIVIL CASE SCHEDULE

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the 27th day of July, 2015 at 9:41 PM at the address of 1168 S. Barrington Ave., Los Angeles, Los Angeles County, CA 90049; this declarant served the above described documents upon JOSH CARLUCCI by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with John Doe, WHO REFUSED TO GIVE NAME, SECURITY PERSONNEL FOR B. W. BY C. L. G. APARTMENTS, who tried to refuse service, a gray-haired white male approx. 55-65 years of age, 5'6"-5'8" tall and weighing 160-180 lbs with an accent., a person of suitable age and discretion who stated they reside at the defendant's/respondent's usual place of abode listed above.

No information was provided or discovered that indicates that the subjects served are members of the United States military.

ORIGINAL PROOF OF SERVICE  
PAGE 1 OF 2



For: K&L GATES - Seattle  
Ref #: 2040741.00410

Tracking #: 0008050226



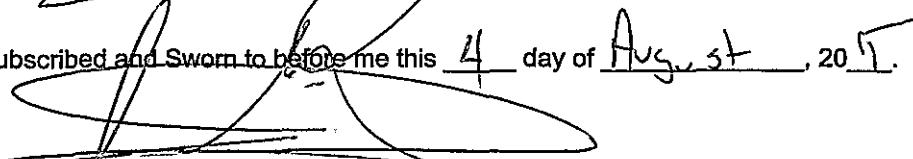
PLAINTIFF/PETITIONER: AMAZON .COM, INC., A DELAWARE CORPORATION	CASE NUMBER:
DEFENDANT/RESPONDENT: JOSH CARLUCCI, A FLORIDA RESIDENT; ET AL.	15-2-15013-8 SEA

Service Fee Total: \$ 165.00

DATED this 4 day of August, 2015.

  
 \_\_\_\_\_  
 Alberto Gutierrez, Reg. # 5360, Los Angeles

Subscribed and Sworn to before me this 4 day of August, 2015.

  
 \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of California  
 Residing at: Los Angeles  
 My commission expires 12/20/18



ORIGINAL PROOF OF SERVICE  
PAGE 2 OF 2



For: K&L GATES - Seattle  
Ref #: 2040741.00410

Tracking #: 0008050226



**FILED**  
15 JUL 14 AM 10:05  
KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

**AMAZON.COM, INC., A DELAWARE CORPORATION**  
*Plaintiff/Petitioner*  
  
vs.  
**JOSH CARLUCCI, A FLORIDA RESIDENT; ET AL.**  
*Defendant/Respondent*

Cause No.: 15-2-15013-8 SEA  
Hearing Date:

**AFFIDAVIT OF SERVICE OF SUMMONS TO BRENT SCHILLAGE; COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING CIVIL CASE SCHEDULE**

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the **1st day of July, 2015 at 6:57 PM** at the address of **101 PLAZA REAL S APT 816, BOCA RATON, Palm Beach County, FL 33432**; this declarant served the above described documents upon **BRENT SCHILLAGE** by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with **BRENT SCHILLAGE, Who tried to refuse service, with identity confirmed by physical description, a white male approx. 35-45 years of age, 5'10"-6'0" tall, weighing 200-240 lbs with black hair..**

No information was provided or discovered that indicates that the subjects served are members of the United States military.

Service Fee Total: \$ 165.00

**ORIGINAL PROOF OF SERVICE**

PAGE 1 OF 2

Tracking #: 0007657320



For: K&L GATES - Seattle  
Ref #: 2040741.00410 C



DATED this 8 day of July, 2015

[Signature]  
Ralph Robinson, Reg. # 1264, Palm Beach

Subscribed and Sworn to before me this 8 day of July, 2015

[Signature]  
NOTARY PUBLIC in and for the State of Florida  
Residing at: Broward Co.  
My commission expires \_\_\_\_\_



Tameiro Dawkins  
Commission # FF156948  
Expires: SEP 04, 2018  
BONDED THRU  
1ST FLORIDA NOTARY, LLC

ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2



For: K&L GATES - Seattle  
Ref #: 2040741.00410 C

Tracking #: 0007657320



**FILED**  
15 JUL 14 AM 10:04  
KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

**AMAZON.COM, INC., A DELAWARE CORPORATION**  
Plaintiff/Petitioner  
  
vs.  
**JOSH CARLUCCI, A FLORIDA RESIDENT; ET AL.**  
Defendant/Respondent

Cause No.: **15-2-15013-8 SEA**  
Hearing Date:

**AFFIDAVIT OF SERVICE OF SUMMONS TO NEXGEN BIOLABS, INC.; COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING CIVIL CASE SCHEDULE**

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the **1st day of July, 2015 at 6:58 PM** at the address of **Nexgen Biolabs c/o Brent Schillage, 101 Plaza Real S., Boca Raton, Palm Beach County, FL 33432**; this declarant served the above described documents upon **NEXGEN BIOLABS, INC, A FLORIDA CORPORATION** by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with **Brent Schillage, BOSS, CORPORATE OFFICER, who tried to refuse service, with identity confirmed by physical description, a white male approx. 35-45 years of age, 5'10"-6'0" tall, weighing 200-240 lbs with black hair.**

No information was provided or discovered that indicates that the subjects served are members of the United States military.

Service Fee Total: \$ 165.00

**ORIGINAL PROOF OF SERVICE**

PAGE 1 OF 2

Tracking #: 0007657344



For: **K&L GATES - Seattle**  
Ref #: **2040741.00410 B**



DATED this 8 day of July, 2015.

[Signature]  
Ralph Robinson, Reg. # 1264, Palm Beach

Subscribed and Sworn to before me this 8 day of July, 2015.

[Signature]  
NOTARY PUBLIC in and for the State of Florida  
Residing at: Broward Co.  
My commission expires \_\_\_\_\_

NOTARY PUBLIC  
STATE OF FLORIDA  
BONDED THRU  
Expires: SEP 04, 2018  
Commission # FF 156948  
Tameiro Dawkins

Tameiro Dawkins  
Commission # FF 156948  
Expires: SEP 04, 2018  
BONDED THRU  
1ST FLORIDA NOTARY, LLC

ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2

Tracking #: 0007657344



For: K&L GATES - Seattle  
Ref #: 2040741.00410 B



FILED

15 JUN 30 AM 10: 04

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

AMAZON.COM, INC., A DELAWARE CORPORATION  
Plaintiff/Petitioner  
vs.  
JOSH CARLUCCI, A FLORIDA RESIDENT; ET AL.  
Defendant/Respondent

Cause No.: 15-2-15013-8 SEA  
Hearing Date:

AFFIDAVIT OF SERVICE OF  
SUMMONS TO SKINGENIXX, INC.; COMPLAINT FOR  
DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING  
CIVIL CASE SCHEDULE

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the 23rd day of June, 2015 at 4:23 PM at the address of 17888 67TH COURT NORTH, LOXAHATCHEE, Palm Beach County, FL 33470; this declarant served the above described documents upon SKINGENIXX, INC., A FLORIDA CORPORATION c/o INCORP. SERVICES INC., REGISTERED AGENT by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with INCORP. SERVICES INC., REGISTERED AGENT, Who accepted service, with identity confirmed by verbal communication, a white female approx. 55-65 years of age, 5'4" -5'6" tall, weighing 140-160 lbs with blonde hair with glasses..

No information was provided or discovered that indicates that the subjects served are members of the United States military.

Service Fee Total: \$ 175.00

ORIGINAL PROOF OF SERVICE

PAGE 1 OF 2

Tracking #: 0007538530



For: K&L GATES - Seattle  
Ref #: 2040741.00410 D





DATED this 24<sup>th</sup> day of JUNE, 2015

*Matthew Pryor*  
Matthew Pryor, Reg. # 1646, 15th Judicial Circuit

Subscribed and Sworn to before me this 24 day of June, 2015.

*Tameiro Dawkins*  
NOTARY PUBLIC in and for the State of Florida  
Residing at: \_\_\_\_\_  
My commission expires \_\_\_\_\_



Tameiro Dawkins  
Commission # FF156948  
Expires: SEP 04, 2018  
BONDED THRU  
1ST FLORIDA NOTARY, LLC

ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2

Tracking #: 0007538530



For: K&L GATES - Seattle  
Ref #: 2040741.00410 D



**FILED**

15 JUL 14 AM 10:05

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

IN THE SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF WASHINGTON

**AMAZON.COM, INC., A DELAWARE CORPORATION**  
Plaintiff/Petitioner

vs.  
**JOSH CARLUCCI, A FLORIDA RESIDENT**  
Defendant/Respondent

Cause No.: 15-2-15013-8 SEA  
Hearing Date:

**AFFIDAVIT OF SERVICE OF SUMMONS TO GX8 CAPITAL, INC.; COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF; ORDER SETTING CIVIL CASE SCHEDULE**

The undersigned hereby declares: That s(he) is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the **1st day of July, 2015 at 6:59 PM** at the address of **101 PLAZA REAL S, BOCA RATON, Palm Beach County, FL 33432**; this declarant served the above described documents upon **GX8 CAPITAL, INC., A FLORIDA CORPORATION** by then and there personally delivering **1** true and correct copy(ies) thereof, by then presenting to and leaving the same with **Brent Schillage, BOSS, PERSON AUTHORIZED TO ACCEPT**, who tried to refuse service, with identity confirmed by physical description, a white male approx. 35-45 years of age, 5'10"-6'0" tall, weighing 200-240 lbs with black hair..

No information was provided or discovered that indicates that the subjects served are members of the United States military.

Service Fee Total: \$ 165.00

**ORIGINAL PROOF OF SERVICE**

PAGE 1 OF 2

Tracking #: 0007657471



For: K&L GATES - Seattle  
Ref #: 2040741.00410 A



DATED this 8 day of July, 2015.

[Signature]  
Ralph Robinson, Reg. # 1264, Palm Beach

Subscribed and Sworn to before me this 8 day of July, 2015.

[Signature]

NOTARY PUBLIC in and for the State of Florida  
Residing at: Broward  
My commission expires \_\_\_\_\_

 Tameiro Dawkins  
Commission # FF156948  
Expires: SEP 04, 2018  
BONDED THRU  
1ST FLORIDA NOTARY, LLC

ORIGINAL PROOF OF SERVICE

PAGE 2 OF 2

Tracking #: 0007657471



For: K&L GATES - Seattle  
Ref #: 2040741.00410 A



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The Honorable Sean O'Donnell

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

AMAZON.COM, INC., a Delaware corporation,  
  
Plaintiff,  
  
v.  
  
JOSH CARLUCCI, a Florida resident;  
BRENT SCHILLAGE, a Florida resident;  
NEXGEN BIOLABS, INC., a Florida corporation;  
SKINGENIXX, INC., a Florida corporation; and  
GX8 CAPITAL, INC., a Florida corporation,  
  
Defendants.

No. 15-2-15013-8 SEA  
  
ACKNOWLEDGEMENT OF SERVICE OF SUMMONS AND COMPLAINT

I, Venkat Balasubramani, counsel for Josh Carlucci, hereby acknowledge receipt and service of the summons and complaint in the above-captioned cause effective July 28, 2015, and hereby state that I am authorized and do acknowledge and accept service on behalf of Josh Carlucci.

DATED this 11th day of August, 2015.

Focal PLLC



Venkat Balasubramani, WSBA #28269  
Focal PLLC  
800 Fifth Avenue, Suite 4100  
Seattle, Washington 98104  
Tel: (206) 529-4827

*Attorney for Defendant Josh Carlucci*