

UNITED STATES DISTRICT COURT

PRELIMINARY INJUNCTION

UNITED STATES DISTRICT COURT (26)
FOR THE DISTRICT OF VANDERBURGH CO
DEPT OF JUSTICE, ANTITRUST DIVISION
101 NW MARTIN LUTHER KING BLVD
EVANSVILLE, IN 47708

FILED

OCT 16 2020

U.S. CLERK'S OFFICE
EVANSVILLE, INDIANA

3:20-cr-245-RLY-MPB

JASON DERRINGTON
EASY REACH, LLC
6049 DANA DR
EVANSVILLE IN, 47720 *PLANTIFF*

V

BEMIS MFG INC (THE NEW AMCOR)
ONE NEENAH CENTER
NEENAH CENTER
NEENAH, WI 54957

AND

ROBIN ANDERSON DANIELS
117 SANDPIPER LN
LEAGUE CITY TX , 77573

AND

APPLE INC
1 APPLE PARK WAY
CUPERTINO, CA 95014-0642

AND

GOOGLE LLC
1600 AMPHITHEATRE PKWY
MOUNTAIN VIEW CA, 94043-1351

AND

MICROSOFT CORPORATION
1 MICROSOFT WAY
REDMOND, WA 98052-8300 *DEFENDANTS*

Complaint

Comes now Jason Derrington, pro se, and affirms that he is the true owner and founder of Easy Reach, LLC an Indiana based business brings CLASS ACTION against the defendants, specifically Bemis (The new Amcor), who were engaged in exclusive licensing with the plaintiff for the commercialization of his patented product, Easy Reach into the Home Depot and its retail stores.

1. NATURE OF ACTION

1. Letter of Intent dated March 3, 2018 proposes to acquire Easy Reach, LLC on an exclusive licensing for his product (Exhibit 1). Shortly after Jason introduces Bemis to the Chinese manufacture (Exhibit 2), Bemis decides they are no longer interested in partnering with Easy Reach and did not explain why (Exhibit 3). Shortly after that Robin Daniels, (who was no longer a member of Easy Reach), purchases a new domain under "Easyreachtoiletseat(s)" (Exhibit 4). Robin Daniels does not have any relationship with the complainant (but had access to his records previously), UDRP panel considers these factors when "accessing "Bad faith"
 - Whether the registrant registered the domain primarily for the purpose of selling, renting, or otherwise transferring the domain registration to the complainant who is the true owner of the Trademark in commerce.
 - Whether the registrant registered the domain name to prevent the owner of the Trademark from reflecting the mark in a corresponding domain name.
 - Whether the registrant registered the domain for the purpose of disrupting or causing confusion. "Reverse-Domain-name-Hijacking is defined as using the UDRP in bad faith to deprive a registered domain holder of a domain name.
2. They then migrate my domain, into a corporate server using Microsoft Azure and my SQL. Apple was complicit in helping achieve this as well as GOOGLE (ABC Data Processing). The supporting document bundles are attached with this preliminary motion for monetary relief fully support these claims.
3. There has been transactions that Jason Derrington did not know about. The company has been divested illegally under false pretense and violated Jason's constitutional rights, including his very personal civil liberties. While in the hands of corporate America Jason's business suffered and multiple relationships were damaged in the process. Furthermore, its been noted that Bemis and Verizon have put Jason in "the Program" which is a internet study group, and his business has been solicited across the web to be taken out. (See supporting documentation bundled "solicitation" His Trademark has been violated, his intellectual property has changed into a different article leaving him no choice but to file pro se, as there were too many conflicts of interest with possible representation.

Under the Lanham Act, sharing on peer-to-peer networks is considered a contributory infringer as well.

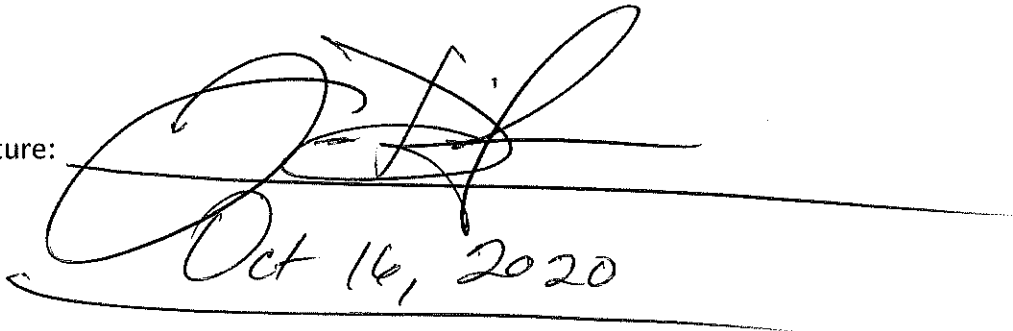
Wherefore, I pray that the honorable District court take these facts and supporting documents into consideration for monetary relief, and for any other action deemed just in this cause.

Certificate of service

I Jason Derrington affirm under the penalties of Perjury, that the aforementioned contents in this document are true and accurate.

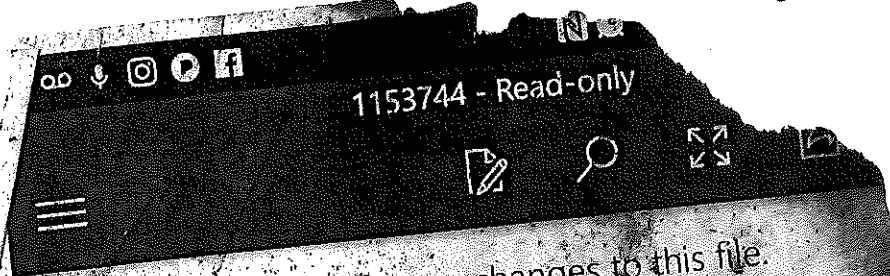
Signature:

Date:

Handwritten signature and date. The signature is a cursive scribble over a horizontal line. The date "Oct 16, 2020" is written below the signature line.

Jason Derrington
6049 Dana Drive
Evansville, IN
47720
812-202-1892

EXHIBIT 1



1153744 - Read-only

Read Only - You can't save changes to this file.

BEMIS MANUFACTURING COMPANY

300 Mill Street, PO Box 901
Sheboygan Falls, WI 53085-0901

Voice: 920-467-5254 | 800-558-7431
Fax: 920-467-5226
Email: maria.gomez@BemisIdg.com

June 1, 2018



Jason Derrington
Easy Reach, LLC
League City, Texas 77573

Dear Jason

The purpose of this letter agreement (this "Agreement") is to set forth the general terms of the business relationship to be entered into between Bemis Manufacturing Company, with its headquarters located at 300 Mill Street, Sheboygan Falls, Wisconsin 53085 ("Bemis"), and Easy Reach, LLC, with its headquarters at League City, Texas 77573 ("Easy Reach").

I. Agreements

- a. The parties intend to negotiate and enter into a Trade Show Representative Agreement and a Sales Representative Agreement. Such agreements will include the terms set forth in this Agreement as well as additional terms and conditions.
 - i. All agreements will be between Bemis and Easy Reach; however, for the avoidance of doubt, the parties intend and expect Mr. Derrington to personally perform any customer facing work. Bemis understands and agrees that other representatives or employees of Easy Reach may perform back office type functions.
- b. The initial term of each agreement will be two years with certain termination rights. Following expiration of the initial term, the parties can work to negotiate new one year agreements.

II. Trade Shows

- a. Mr. Derrington will attend a minimum of four trade shows per year as determined by Bemis, at which he will act as a spokesperson and salesperson for the Easy Reach Toilet Seat and certain Bemis home medical products.
- b. Bemis will pay for all trade show related expenses including, but not limited to, any entrance fees, booth space, display materials and marketing collateral.
- c. Bemis will pay Mr. Derrington \$500 per day of a trade show plus 4% of net sales made at such trade shows. In addition, Bemis will reimburse Mr. Derrington for all reasonable and documented travel expenses incurred in connection with attending the trade shows, consistent with current Bemis travel policy.
- d. Prior to the trade shows, Mr. Derrington will be expected to familiarize himself with product information for the Bemis home medical products and have telephone conferences with Bemis employees to ensure his knowledge of material information.

III. Sales Representative

- a. Mr. Derrington will act as an independent sales representative for certain Bemis home medical products, to be identified on an Exhibit to the Sales Representative Agreement, and the Easy Reach Toilet Seat. Mr. Derrington's territory will be limited to DME / HME retailers in the Texas market and does not include plumbing supply channels.

NPB

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BEMIS MANUFACTURING COMPANY

300 Mill Street, PO Box 901
Sheboygan Falls, WI 53085-0901

Voice: 920-467-5254 | 800-558-7431
Fax: 920-467-5226
Email: maria.gomez@BemisIdg.com

- b. Bemis will pay Mr. Derrington commissions equal to 8% of net sales. In addition, for the first twelve months of the contract term, Bemis will pay Mr. Derrington a base stipend of \$3,500 per month.
- c. Bemis will work with Home Depot to get the Easy Reach Toilet Seat listed for sale on HomeDepot.com. Bemis will pay Mr. Derrington a commission of 8% of the net sales of the Easy Reach Toilet Seat made on HomeDepot.com.

only those agents, officers, employees, or representatives as are necessary to carry out the business relationship of the Parties. Recipient shall use its best efforts to assure that no agent, officer, or employee, or other representative of Recipient discloses Confidential Information to third parties without prior written consent of the Disclosing Party. Recipient shall use the same degree of care with respect to Confidential Information received from the Disclosing Party as Recipient uses with respect to its own Confidential Information.

C. Each Party's obligation to maintain the confidentiality of all Confidential Information received from the other party shall apply to any Confidential Information exchanged before this Agreement is executed. Each Party's obligation to maintain the confidentiality of all Confidential Information received from the other Party shall survive for a period of three (3) years beyond the termination of the Parties' business relationship.

D. All Confidential Information shall remain the exclusive property of the Disclosing Party. This Agreement does not convey to either Party any license or similar right, whether express or implied, to use or retain the other Party's Confidential Information for any purpose. Each Party agrees to use the Confidential Information received from the other Party only in furtherance of the Parties' business relationship. Each Party agrees not to use any Confidential Information received from the other Party for its own benefit or the benefit of any third party

without the written consent of the Disclosing Party. The Disclosing Party shall have no liability as a result of the use of, or reliance on, any information delivered to Recipient pursuant to this Agreement.

E. Neither Party is obligated to treat information received from the other party as Confidential Information if such information:

1. was publicly known at the time it was disclosed;
2. was known by the Recipient at the time it was disclosed;
3. becomes publicly known after the information is disclosed, not through a breach of this Agreement; or
4. was developed by Recipient independent of the disclosure, which can be verified through documentary records or evidence

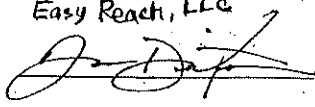
F. Upon the expiration or termination of the period of confidentiality defined by this Agreement, or upon the request of the Disclosing Party, each Recipient shall, at its own expense, promptly destroy or return to the Disclosing Party all originals and copies of the Confidential Information in its possession.

G. This Agreement constitutes the entire understanding between the Parties regarding the Confidential Information, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties relating to the Confidential Information.

H. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the conflict of laws provision thereof.

Agreed and Accepted:

Easy Reach, LLC

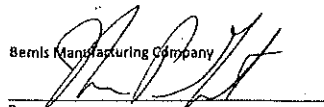


By: Jason Derrington

Title: Founder/CEO

Date: 2-3-18

Bemis Manufacturing Company



By:

Title: President, Proprietary

Date: 5 Feb 18

Exhibit 2



18-03-03 --...igned.pdf



BEMIS MANUFACTURING COMPANY

400 Mill Street, P.O. Box 701
Sheboygan Falls, Wisconsin 53085-0701

Phone: 920-467-9621 | 800-538-7601
Fax: 920-467-8573
Email: corp@BemisMfg.com

March 3, 2018



The purpose of this letter agreement (this "Letter Agreement") is to establish the terms under which Bemis Manufacturing Company, with its headquarters located at 400 Mill Street, Sheboygan Falls, Wisconsin 53085 ("Bemis"), and Easy Reach LLC, with its headquarters at League City, Texas 77573 ("Easy Reach"), will explore a potential business relationship.

Easy Reach has invented, and owns a design patent on, the Easy Reach™ toilet seat (the "Product") and has expressed an interest in working with Bemis to commercialize the Product. During the term of this Letter Agreement, which will expire 90 days from execution of this Letter Agreement (the "Term"), the parties agree to work together towards the execution of a long-term agreement regarding the commercialization of the Product to the mutual benefit of the parties.

In consideration for Easy Reach's agreement to the terms of this Letter Agreement, Bemis agrees to pay off tool debt Easy Reach has incurred while developing the Product in the amount of \$4,320 and will pay for tool modifications needed, not to exceed \$5,000.

In consideration of this, Easy Reach agrees to work exclusively with Bemis to finalize marketing materials, selling strategy, including on-line presence and ship points, and develop a sales and promotional strategy aligned with The Home Depot and their Interline Brands business for the Product. Bemis will also work with Easy Reach to market and sell its product into the Home Medical Equipment retail channel. Easy Reach also agrees not to solicit, encourage or initiate any offer or proposal from any third party regarding the supply or distribution of the Product and will consult with Bemis prior to responding to any such offers or proposals.

Nothing in this Letter Agreement creates a relationship of employer and employee, principal and agent, partnership or the like between the Parties or creates any right or obligation of either party to enter into any further agreement. Prior to the expiration of the Term, the Parties may agree to extend the Term. The Parties agree to maintain the confidentiality of all information disclosed as part of this transaction, including the existence and terms of this Letter Agreement.

Easy Reach, LLC
Name: Jason Derrington
Title: Owner
Date: 3/3/2018

BEMIS MANUFACTURING COMPANY
Name: Norman Giertz
Title: President, Proprietary
Date: March 3, 2018

Exhibit 3



Sue Braun | Director - Demand Planning, Analytics & Logistics

Bemis Manufacturing Company | 300 Mill Street | Sheboygan Falls, WI 53085

Office: 920-467-5465 | Cell: 920-698-0847 | Fax: 920-467-8573 | Sue.Braun@BemisMfg.com

Looking for the perfect toilet seat? Go to www.ToiletSeats.com!

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message

From: Jason Derrington [mailto:jason@easyreachtoiletseat.com]
Sent: Thursday, March 08, 2018 12:35 PM
To: Viscount; chris.hsu@viscountco.com
Cc: Braun, Sue
Subject: Easy Reach Toilet Seat

I Did not introduce them until March. Their Facebook indicates false dates and false advertising under new Brand

Janet,

I hope this email finds you well. I wanted to introduce you to Sue Braun from Bemis Manufacturing. I will be working with her on commercializing the Easy Reach into retail. There needs to be a slight modification to the mold, and so I wanted to open up the line of communication here so we can get the changes done effectively. So, Sue meet Janet; Janet meet Sue. Viscount has been awesome as we have built a working relationship and would like to continue working through the details of the mold. Janet, Sue will be sending you revised drawings in the next week or so along with a wire transfer for the last payment of the tool. We would like to discuss other details on how we can move forward. Thank you for your time and feel free to start communicating! Have a great day everyone!

5 attachments

easy_reach_elongated.pdf
341 KB

round_seat_16-MAR-18.stp
2.6 MB

I sent the mgs!

EXHIBIT 4

BEMIS MANUFACTURING COMPANY 300 Mill Street, PO Box 901 Sheboygan Falls, WI 53085-0901 Voice: 920-467-1621 | 800-558-7651 Fax: 920-467-8573 e-mail: COOP@BemisMfg.com

August 10, 2018



Jason Derrington Easy Reach, LLC League City, Texas 77573

Dear Mr. Derrington,

As we've discussed, Bemis Manufacturing Company ("Bemis") reviewed the list of issues prepared by your attorney in response to the draft agreements it submitted to you. Based on those issues, Bemis is no longer interested in pursuing a business relationship with Easy Reach, LLC as its interests are too far apart at this time.

Bemis currently has 99 Easy Reach™ Toilet Seats in its inventory that it purchased from Easy Reach, LLC for \$3,465 (\$35.00 each). Per your request, Bemis will give the inventory back to Easy Reach, LLC, free of charge and at Bemis's cost and expense to ship. In exchange, Easy Reach, LLC and Mr. Derrington (i) release Bemis from any liability related to the inventory and agree to indemnify Bemis for any damages that may be incurred by Bemis in connection with the sale or use of the inventory, (ii) acknowledge that Bemis is giving the inventory back to Easy Reach, LLC "as is" and gives no warranty with respect to the inventory, and (iii) acknowledges that Bemis has no further obligations under any agreements between it and Easy Reach, LLC.

If you agree with the terms of this letter, please sign and date below. Upon Bemis's receipt of your signature, it will ship the inventory.

We have enjoyed working with you and wish you the best of luck with your product and future endeavors.

Sincerely,

Sue Braun

Sue Braun Director-Demand Planning

Acknowledgment:

EASY REACH, LLC

By: Jason Derrington Name: Jason Derrington Its: Owner Date: 8-15-18

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Exhibit 5

ASSIGNMENT AND RELEASE

This Assignment and Release (the "Agreement") is executed by and between Robin Daniels ("Daniels"), Easy Reach, LLC (the "Company") and Jason Derrington ("Derrington").

Reference is made to Easy Reach, LLC, which is a limited liability company created by Derrington in the State of Indiana. Reference is also made to U.S. Patent D731,631 S ("Patent"), the patented product having been created by Derrington. Reference is also made to advances and/or loans made by Daniels to pay some of the costs and expenses of Derrington and the initial operations of the Company, the marketing of the Patent and for rights in the Company.

Daniels, the Company and Derrington wish to provide that Derrington and/or the Company pay Daniels the amount of \$ 3,600 for Daniels' transfer of any rights in the Company, for the rights to receive any portion of the royalties or other revenues of the Company or Derrington in connection with the sale of the product under the Patent or other products and to satisfy all amounts advanced by Daniels in the past.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Upon the payment of \$ 3,600 by the Company and/or Derrington to Daniels, Daniels agrees that:
 - (i) all obligations of the Company and/or Derrington to repay amounts advanced or loaned by Daniels are cancelled and released, and Daniels waives and releases all rights, claims or suits, against or in connection with the Company, Derrington or any affiliated parties; and
 - (ii) any interest in or rights to obtain any interest in the Company which Daniels may have are assigned to Derrington, such that Daniels will no longer have any interest, rights or claims in or with respect to the Company, or the royalties or revenues now or later paid to the Company or Derrington.

2. The release and assignment by Daniels, as stated above, shall have no effect unless the amount of \$ 3,600 is paid to her no later than December 1, 2018.

EXHIBIT 5

Robin Daniels was fully paid and signed off my company, but is still making changes without my knowledge or permission. She has professional grade. Hmm wonder who that could be?

On September 17, 2018 LISA LIANG GAVE EASY REACH, LLC A CASHIERS CHECK IN THE AMOUNT OF \$ 3600 TO PAY OFF DEBT TO ROBIN DANIELS. UPON TRANSFER OF FUNDS, JASON DERRINGTON (EASY REACH, LLC) AGREES TO MAKE PAYMENTS TO LISA LIANG IN THE AMOUNT OF \$100.00 TO PER MONTH UNTIL THE \$ 3,600 IS PAID BACK TO LISA LIANG. PAYMENTS START OCT. 1, 2018.

Signatures: Jason Derrington

LISA LIANG

Date: 9-17-18

4.

Exhibit 5

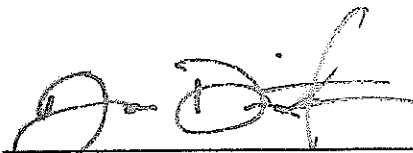
4. All parties agree to reasonably cooperate with the other parties in the event that any additional documents or consents are necessary or desirable to carry out the terms of this Agreement.

Executed on September 17, 2018.



ROBIN DANIELS

117 Sandpiper Lane
League City, Texas 77573



JASON DERRINGTON, individually, and
as President of and on behalf of EASY
REACH, LLC

3104 Sand Reef Lane
League City, Texas 77573

5

September 17, 2018 LISA LIANG
THE EASY REACH, LLC A CASHIER'S
CHECK IN THE AMOUNT OF \$ 3,600 TO
PAY OFF DEBT TO ROBIN DANIELS. UPON
TRANSFER OF FUNDS, JASON DERRINGTON
(EASY REACH, LLC) AGREES TO MAKE PAYMENTS
TO LISA LIANG IN THE AMOUNT OF \$100.00 TO
START UNTIL THE \$ 3,600 IS PAID
CHECK TO LISA LIANG. PAYMENTS START
9-17-2018.

Signatures: Jason Derrington

LISA LIANG

Date: 9-17-18

4.

Exhibit 5

24
016

CASHIER'S CHECK

6361802605

September 14, 2018

****ROBIN ANDERSON DANIELS****

***\$3,600.00**

VOID IF OVER US \$ 3,600.00

N.A.

Features included. Details on Book.

and six hundred dollars and no cents

EXHIBIT 5

< 6 +1 (281) 910-4217 >

I have no way to get on that website. When you had that website redone after me and your dad admit that fight I never have been on the website sense I assumed whoever was redoing it would fix all that. I don't get emails from WIX or any of that. If you want me to try to get on and change it I will. I just assumed if the password was changed I should not mess with it at all

Whatever save that for another sucker! Have a nice life and don't mess with the site anymore. I know what the plan was. Goodbye

You are being the biggest idiot!!! I'm embarrassed for you you Texts are coming that discuss everything I DID FOR YOU!!! I spent so much time and money trying TO HELP YOU! I don't but half my money back and sign over the shares and I'm trying to steal your company?? I haven't touched your website in over a year! You are being a complete idiot! The ONLY reason



Text Message



< Saturday 2:15 AM

Edit

You are being the biggest idiot!!! I'm embarrassed for you you Texts are coming that discuss everything I DID FOR YOU!!! I spent so much time and money trying TO HELP YOU! I don't but half my money back and sign over the shares and I'm trying to steal your company?? I haven't touched your website in over a year! You are being a complete idiot! The ONLY reason my name was on there was protect you from buying your company back from the assholes Kyle and Gregg. You honestly have no clue how websites work and you definitely have no clue about me! I have never stolen anything in my life and I don't want to steal anything from you. You are so stupid! Learn how websites work!!!

It's cool no worries. I know how u get down.

You have to be on augs, wtf have I gained from you?? All o



Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: rocdaniels@msh.com
 Registry Admin ID: Not Available From Registry.
 Admin Name: Robin Daniels
 Admin Organization:
 Admin Street: 117 Sandpiper Lane
 Admin City: League City
 Admin State/Province: Texas
 Admin Postal Code: 77573
 Admin Country: US
 Admin Phone: +12819104217
 Admin Phone Ext: 000
 Admin Fax:
 Admin Fax Ext:
 Admin Email: rocdaniels@msh.com
 Registry Tech ID: Not Available From Registry
 Tech Name: Robin Daniels
 Tech Organization:
 Tech Street: 117 Sandpiper Lane
 Tech City: League City
 Tech State/Province: Texas
 Tech Postal Code: 77573
 Tech Country: US
 Tech Phone: +12819104217

SPD
4/15
M...



Tech Organization:
 Tech Street: 117 Sandpiper Lane
 Tech City: League City
 Tech State/Province: Texas
 Tech Postal Code: 77573
 Tech Country: US
 Tech Phone: +12819104217
 Tech Phone Ext:
 Tech Fax:
 Tech Fax Ext:
 Tech Email: rocdaniels@msh.com
 Name Server: NS1.WIXDNS.NET
 Name Server: NS0.WIXDNS.NET
DNSSEC unsigned
 URL of the ICANN WHOIS Data Reporting System:
<http://wdprs.internic.net>
 >>> Last update of WHOIS data: 2019-08-31T04:00:00Z
 ↑ ↑ ↑ ↑ ↑ Site Update
 For more information on WHOIS codes, please visit
<https://www.icann.org/whois/>
[/app-status-codes-2019-08-16](#)

2019-08-16

Exhibit 5

es History

Pending All Sales

\$300.00

\$150.00 >

\$150.00 >

Registrant Phone Ext:

Registrant Fax:

Registrant Fax Ext:

Registrant Email: rcdaniels1@msn.com

Registry Admin ID: Not Available From

Registry

Admin Name: Robin Daniels

Admin Organization:

Admin Street: 117 Sandpiper Lane

Admin City: League City

Admin State/Province: Texas

Admin Postal Code: 77573

Admin Country: US

Admin Phone: +1.2819104217

Admin Phone Ext:

Admin Fax:

Admin Fax Ext:

Admin Email: rcdaniels1@msn.com

Registry Tech ID: Not Available From

Registry

Tech Name: Robin Daniels

Tech Organization:

Tech Street: 117 Sandpiper Lane

Tech City: League City

Tech State/Province: Texas

AND Again

And again