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11 *Clover8 Investments PTE. LTD.*

12 IN THE UNITED STATES DISTRICT COURT
13 DISTRICT OF NEVADA

14 REFLEX MEDIA, INC., a Nevada
15 corporation; and CLOVER8 INVESTMENTS
16 PTE. LTD., a Singapore corporation,
17
18 Plaintiff,

19 v.

20 RICHMEETBEAUTIFUL HOLDING LTD.,
21 a Maltese corporation; d/b/a
22 RichMeetBeuatiful.com; DIGISEC MEDIA
23 LIMITED, a Maltese corporation; SIGURD
24 VEDAL, a Norwegian individual and DOES
25 1–10, inclusive,

26 Defendants.

Case No. 2:18-cv-1476

**COMPLAINT FOR TRADEMARK
INFRINGEMENT, FALSE ADVERTISING,
CONTRIBUTORY TRADEMARK
INFRINGEMENT, AND VICARIOUS
TRADEMARK INFRINGEMENT**

DEMAND FOR JURY TRIAL

27 Plaintiffs Reflex Media, Inc. (“Reflex Media”) and Clover8 Investments PTE. Ltd. (“Clover8,”
28 and together with Reflex Media, “Plaintiffs”), hereby bring this complaint against Defendants
RICHMEETBEAUTIFUL HOLDING LTD., a Maltese corporation; d/b/a RichMeetBeautiful.com
 (“Rich Meet Beautiful”); DIGISEC MEDIA LIMITED, a Maltese corporation (“Digisec”); SIGURD
VEDAL (“Vedal”), a Norwegian individual AND Does 1–10, inclusive (collectively, “Defendants”), and
allege as follows:

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INTRODUCTION

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3 1. Defendants are engaged in an illegal scheme designed to confuse consumers through false
4 advertisements and deceptive trade practices using Plaintiffs’ protected trademarks and by plagiarizing
5 original material from Plaintiffs’ website.

6 2. As explained below, Defendants’ conduct is causing harm to both the recipients of
7 Defendants’ false advertisements and to Plaintiffs, whose names, brand and goodwill are suffering
8 irreparable harm by being wrongfully associated with Defendants’ illegal operations.

9 3. Reflex Media operates <SeekingArrangement.com> and <Seeking.com> (sometimes
10 referred to herein as “Seeking Arrangement”), an online dating website that is globally recognized in the
11 online dating industry.

12 4. Seeking Arrangement’s brand is the result of substantial investment, innovative sales,
13 marketing techniques and ethical business practices that distinguish it from its competitors.

14 5. Reflex Media has been diligent in cultivating a brand that is associated in the minds of the
15 consumers as a high-quality service provider in this market.

16 6. Defendants own and/or operate a website offering competing dating services:
17 RichMeetBeautiful.com (sometimes referred to herein as “Rich Meet Beautiful”)

18 7. In the summer of 2017, Defendants launched their website by copying original,
19 copyrighted content from SeekingArrangement.com, including copying user reviews that are featured on
20 Seeking Arrangement’s landing page,¹ and using Seeking Arrangement’s trademarks on its websites and
21 in its marketing. Defendants have since altered their website, but the copying and use of Plaintiffs’
22 trademarks remains.

23 8. Defendants are deliberately using Plaintiffs’ RELATIONSHIP ON YOUR TERMS
24 trademark on their website, YouTube, social media pages, and affiliate marketing, and through internet
25 search engine results which are intended to sell dating services to U.S. residents, including customers of
26 Seeking Arrangement. Examples of Defendants’ search engine results are attached as Exhibit 1. Examples
27 of Defendants’ YouTube Pages are included as Exhibit 2 and 3. Examples of RichMeetBeautiful.com’s

28

¹ The landing page is the page returned when someone clicks on a link to access the connecting website. In most circumstances, the landing page is the website’s homepage.

1 affiliate marketing efforts are attached as Exhibits 4, 5, and 6. An example of the use of the
2 RELATIONSHIP ON YOUR TERMS trademark used on RichMeetBeautiful.com (the website's landing
3 page) can be seen in Exhibit 7.

4 9. In an attempt to drive Internet traffic to RichMeetBeautiful.com, Defendants use a network
5 of "affiliate" websites and/or affiliate marketers to advertise RichMeetBeautiful.com through email
6 campaigns, internet banners, and/or biased review websites where the Defendants compensate the
7 affiliates for signups from internet traffic directed from hyperlinks in the advertisements.

8 10. Defendants are deliberately using Plaintiffs' MUTUALLY BENEFICIAL
9 RELATIONSHIPS trademark—which is intended to sell dating services to U.S. residents, including
10 customers of Seeking Arrangement—on their website, YouTube pages, and within blog posts. Examples
11 of Defendants' YouTube pages are attached as Exhibits 2 and 3.

12 11. Plaintiffs never authorized Defendants to use their trademarks and/or original, copyrighted
13 content and would never have done so to assist RichMeetBeautiful.com to compete against Plaintiffs and
14 their own business ventures.

15 12. To bring an end to this deceptive and illegal campaign, and to protect their own businesses
16 and clients, as well as the other recipients of Defendants' illegal advertisements, Plaintiffs have been
17 forced to bring this action.

18 **PARTIES**

19 13. Plaintiff Reflex Media is, and at all material times hereto was, a corporation duly organized
20 and existing under the laws of the State of Nevada, with its principal place of business in Las Vegas,
21 Nevada. Among other things, Reflex Media operates several online dating websites.²

22 14. Plaintiff Clover8 is, and at all material times hereto was, a corporation duly organized and
23 existing under the laws of Singapore. As indicated below, Clover8 is the registered owner of several
24 federally registered trademarks that are used by Reflex Media in conjunction with the operation of Seeking
25 Arrangement.

26 15. Defendant RICHMEETBEAUTIFUL HOLDING LTD is a Maltese corporation and the
27

28 ² Reflex Media operates the following websites: <Seeking.com> <SeekingArrangement.com>,
<SeekingMillionaire.com>, <MissTravel.com>, <WhatsYourPrice.com>, <OpenMinded.com>,
<PairMeUp.com>, and <PerfectArrangement.com>.

1 co-owner/co-operator of the domain addresses and website found at www.RichMeetBeautiful.com.

2 16. Defendant DIGISEC MEDIA LIMITED is a Maltese corporation and, on information and
3 belief, the parent company of RICHMEETBEAUTIFUL HOLDING LTD. and co-owner/co-operator of
4 the domain address and website found at www.RichMeetBeautiful.com and promotes that domain address
5 and website through several avenues, such as Love Revenue <LoveRevenue.com>, an affiliate marketing
6 website and service.

7 17. On information and belief, Defendant SIGURD VEDAL is the owner and Chief Executive
8 Officer of DIGISEC MEDIA LIMITED and RICHMEETBEAUTIFUL HOLDING LTD and the creator
9 of RichMeetBeautiful.com and directed each corporation in their unlawful acts.

10 18. Plaintiffs do not presently know the true names and capacities of the defendants named
11 herein as Does 1 through 10, inclusive. Plaintiffs will seek leave to amend this complaint to allege these
12 defendants' true names and capacities as soon as they are ascertained. Plaintiffs are informed and believe,
13 and on that basis allege, that each of the fictitiously named defendants, Does 1 through 10, participated
14 in, and in some manner are responsible for, the acts alleged in this complaint and the damages resulting
15 therefrom.

16 19. Plaintiffs are informed and believe that at all times referenced herein, each defendant was
17 or is the agent, employee, partner, co-venturer, joint venture, successor-in-interest, alter ego, and/or co-
18 conspirator of each and all of the other defendants; and was acting within the course and scope of said
19 agency, employment, partnership, co-venture, joint venture, relationship and/or conspiracy. Plaintiffs are
20 further informed and believe, and on that basis allege, that each defendant acted in concert with, and with
21 the consent of, each of the other defendants, and that each defendant ratified or agreed to accept the
22 benefits of the conduct of each of the other defendants. Plaintiffs are further informed and believe, and on
23 that basis allege, that each defendant actively and knowingly participated in the furtherance of the
24 wrongful acts alleged herein, directed the wrongful acts alleged herein, benefitted from the wrongful acts
25 alleged herein, and/or used the entity-defendants in a willful and intentional manner to carry out the
26 wrongful acts alleged herein.

27 **JURISDICTION AND VENUE**

28 20. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338, where

1 Plaintiffs' claims arise under the Lanham Trademark Act, 15 U.S.C. § 1051, *et seq.*

2 21. Personal jurisdiction exists over Defendants DIGISEC MEDIA LIMITED,
3 RICHMEETBEAUTIFUL HOLDING LTD, and SIGURD VEDAL because they collectively own and
4 operate and/or created the internet URL <www.RichMeetBeautiful.com>, (sometimes referred to as
5 "Defendants' URL"), and the associated website through which Defendants engage in interactive and
6 commercial conduct that—upon information and belief—involves soliciting and/or otherwise actively
7 seeking to transact business with residents of the United States, including residents of this judicial district.

8 22. As such, personal jurisdiction exists over Defendants because they promote their business
9 in, and, upon information and belief, derive material benefits from, the State of Nevada and this judicial
10 district, or otherwise purposefully avails themselves of the privileges and protections of the laws of the
11 State of Nevada, such that traditional notions of fair play and due process are not offended by this Court's
12 exercise of jurisdiction over them. Personal jurisdiction further exists in Nevada because Defendants knew
13 or had reason to know that they were and are infringing on the intellectual property that is exclusively
14 owned or licensed by a Nevada company.

15 23. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(1) and 1391(c)(2) because—as
16 Defendants are subject to personal jurisdiction in this Court for the reasons given above—they are deemed
17 to reside here.

18 OVERVIEW OF IMPORTANT EVENTS

19 24. Seeking Arrangement launched in 2006.

20 25. On, or about, January 12, 2010, the standard character mark "MUTUALLY BENEFICIAL
21 RELATIONSHIPS" was registered with the United States Patent and Trademark Office (USPTO).

22 26. On, or about, January 25, 2015, the MUTUALLY BENEFICIAL RELATIONSHIPS
23 trademark became incontestable.

24 27. On or about November 10, 2015, the standard character mark "RELATIONSHIP ON
25 YOUR TERMS" was registered with the USPTO.

26 28. In, or around, August 2017, Defendants launched the dating website
27 RichMeetBeautiful.com.

28 29. To promote the launch of its new website—which copied much of the text from Seeking

1 Arrangement’s website—Defendants began a deliberately confusing advertising campaign that infringed
2 on Plaintiffs’ MUTUALLY BENEFICIAL RELATIONSHIPS and RELATIONSHIP ON YOUR
3 TERMS trademarks. At that time, the MUTUALLY BENEFICIAL RELATIONSHIPS mark had
4 achieved incontestable status and RELATIONSHIP ON YOUR TERMS had been registered by the
5 USPTO and both were featured prominently on SeekingArrangement.com.

6 30. Defendants’ predatory business practices have not stopped, and Defendants continue to use
7 Seeking Arrangement’s trademarks on their YouTube pages, advertising, and on their website,
8 RichMeetBeautiful.com.

9 **GENERAL ALLEGATIONS**

10 **I. CLOVER8 HAS OBTAINED FEDERAL REGISTRATION AND INCONTESTABLE**
11 **LEGAL PROTECTION FOR THE MUTUALLY BENEFICIAL RELATIONSHIPS**
12 **TRADEMARK AND FEDERAL REGISTRATION FOR THE RELATIONSHIP ON**
13 **YOUR TERMS AND MUTUALLY BENEFICIAL ARRANGEMENTS TRADEMARKS**

14 31. Since at least 2006, Reflex Media and its predecessor in interest, InfoStream Group, Inc.
15 (“InfoStream”), have used the mark, MUTUALLY BENEFICIAL RELATIONSHIPS, in commerce and
16 in connection with the online dating services available at <SeekingArrangement.com> and
17 <Seeking.com>.

18 32. On June 8, 2009, Reflex Media’s predecessor, InfoStream, applied for federal registration
19 of the MUTUALLY BENEFICIAL RELATIONSHIPS trademark. United States Trademark Registration
20 No. 3,736,566 was issued on January 12, 2010. A copy of Registration No. 3,736,566 is attached hereto
21 as Exhibit 8.

22 33. On January 25, 2015, the MUTUALLY BENEFICIAL RELATIONSHIPS trademark
23 became incontestable.

24 34. Since at least 2006, Reflex Media and its predecessor in interest, InfoStream, have used
25 the mark, MUTUALLY BENEFICIAL ARRANGEMENTS, in commerce and in connection with the
26 online dating services available at <SeekingArrangement.com> and <Seeking.com>.

27 35. On June 24, 2013, Reflex Media’s predecessor, InfoStream, applied for federal registration
28 of the trademark MUTUALLY BENEFICIAL ARRANGEMENTS. United States Trademark

1 Registration No. 4,910,186 was issued to Clover8 on March 1, 2016. A copy of Registration No. 4,910,186
2 is attached hereto as Exhibit 9.

3 36. On April 19, 2018, Clover 8 applied for a second federal registration of the MUTUALLY
4 BENEFICIAL ARRANGEMENTS trademark. This application has been published by the USPTO for
5 opposition in the *Trademark Official Gazette*.

6 37. Since at least 2014, Reflex Media and its predecessor in interest, InfoStream, have used
7 the mark, RELATIONSHIP ON YOUR TERMS, in commerce and in connection with the online dating
8 services available at <SeekingArrangement.com> and <Seeking.com>.

9 38. On March 27, 2014, Reflex Media's predecessor, InfoStream, applied for federal
10 registration of the RELATIONSHIP ON YOUR TERMS trademark. United States Trademark
11 Registration No. 4,851,998 was issued to Clover8 on November 10, 2015. A copy of Registration No.
12 4,851,998 is attached hereto as Exhibit 10.

13 39. In or about March 2015, as part of a corporate restructuring, Clover8 became the registered
14 owner of the MUTUALLY BENEFICIAL RELATIONSHIPS trademark.

15 40. The MUTUALLY BENEFICIAL RELATIONSHIPS, MUTUALLY BENEFICIAL
16 ARRANGEMENTS and RELATIONSHIP ON YOUR TERMS marks are collectively referred to herein
17 as "Trademarks."

18 41. Reflex Media holds exclusive, worldwide licenses to use the Trademarks.

19 42. Plaintiffs have invested millions of dollars to promote and establish
20 <SeekingArrangement.com> and the Trademarks, and to promote the Trademarks in the market. Indeed,
21 Reflex Media and its predecessor have used the Trademarks in radio, print and online advertisements. In
22 addition, Reflex Media uses the Trademarks as keywords on Internet search engines as part of its search
23 engine optimization strategy.

24 43. As a result, the website and the Trademarks have become uniquely associated with Reflex
25 Media's business, Seeking Arrangement and other Reflex Media websites, and the high-quality product
26 that Reflex Media provides.

27 44. In addition to its own advertising, Seeking Arrangement and other Reflex Media websites,
28 have, for many years, attracted the attention of numerous media outlets including *Time*, *Forbes*, *The*

1 *Atlantic, ABC News, CNN, MSNBC, the San Francisco Chronicle, and Fox News Channel.*

2 45. This level of attention from prominent, national and worldwide media outlets has raised
3 the public consciousness about the association between the Trademarks and Reflex Media’s websites,
4 including Seeking Arrangement.

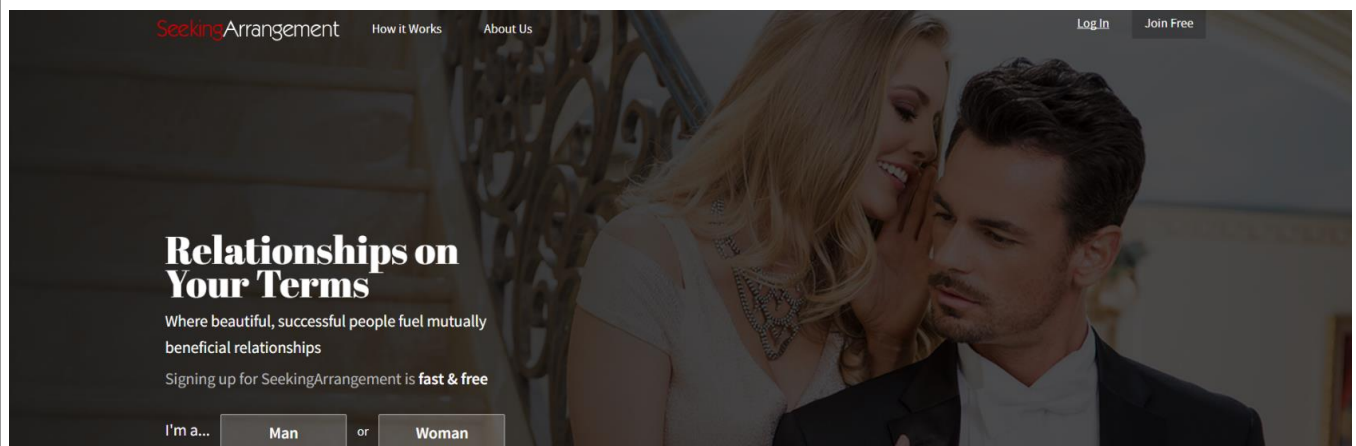
5 **II. DEFENDANTS’ TRADEMARK INFRINGEMENT**

6 **(a) TRADEMARK INFRINGEMENT**

7 46. Reflex Media has expended substantial time and resources building a high-quality product
8 in an industry that has attracted unethical, fraudulent service providers like Defendants, who seek to
9 establish their business by infringing rather than investing the time, creativity and resources that Reflex
10 Media and its predecessor invested to build Seeking Arrangement over the past decade. Reflex Media’s
11 efforts have paid off in its acquisition of valuable goodwill in connection with its services, the Trademarks,
12 the secondary meaning that the marks have achieved, and Seeking Arrangement’s overall brand.

13 47. Defendants, who own and/or operate the subject competing website,
14 RichMeetBeautiful.com, launched their website in or around August 2017—approximately a decade after
15 Reflex Media’s well-developed Seeking Arrangement brand.

16 48. Seeking Arrangement’s landing page prominently uses the trademark “**Relationships on**
17 **Your Terms**” on the top of its website and immediately underneath, states “Where beautiful, successful
18 people fuel **mutually beneficial relationships**” (Emphasis added).

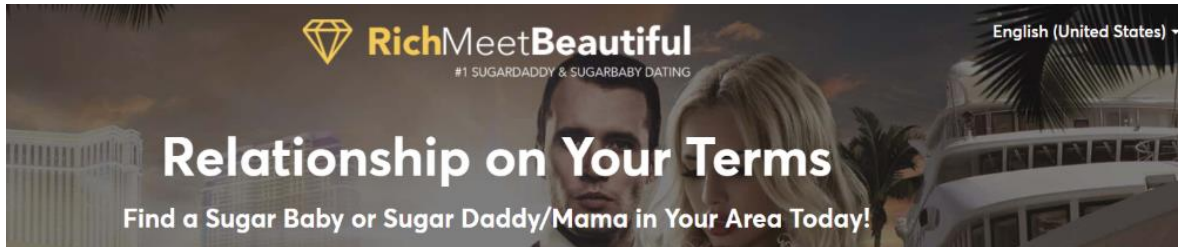


27 49. Seeking Arrangement’s social media pages, including for example its Twitter Page, also
28 display the mark.

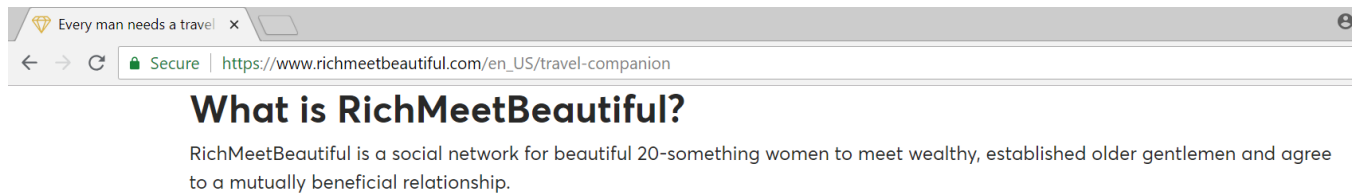
1 50. The webpage <<https://www.seeking.com/how-it-works>> displays “Mutually Beneficial
2 Relationships™.”

3 51. The webpage <https://www.seeking.com/what-is-an-arrangement> displays “Mutually
4 Beneficial Arrangements™.”

5 52. Infringing on Seeking Arrangement’s mark, at the top of Defendants’ landing page, and
6 phone application, Defendant prominently displays the text “Relationship on Your Terms.”



11 53. Defendants’ website describes itself as follows: “RichMeetBeautiful is a social network
12 for beautiful 20-something women to meet wealthy, established older gentlemen and agree to a **mutually**



17 **beneficial relationship.”**
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54. Conflating and infringing on both Seeking Arrangement marks, at least nineteen (19) of Defendants' YouTube video captions, in several languages, state (or translate to) "We are [sic] aim to create an open and honest environment where you can start a **mutually beneficial relationship on your terms.**" (Emphasis added). An example appears below:





RichMeetBeautiful - #1 Sugardaddy & Sugarmama Dating

298,505 views

13 47 SHARE



Rich Meet Beautiful

Published on Aug 4, 2017

SUBSCRIBE 128

The rich and the beautiful belong together and as long as the relationship serves both parties well, why not soak it in champagne and caviar..? RichMeetBeautiful.com is the world's new meeting place for Sugardaddies and Sugarbabies. We are aim to create an open and honest environment where you can start a mutually beneficial relationship on your terms.

55. Based on information and belief, Defendants also encourage their affiliates and/or their agents to use the **MUTUALLY BENEFICIAL ARRANGEMENTS** and **RELATIONSHIP ON YOUR TERMS** trademarks to market RichMeetBeautiful.com.

56. Use of the Trademarks infringes on Plaintiffs' Intellectual Property. Additionally, Defendants' use of the **MUTUALLY BENEFICIAL RELATIONSHIPS** mark occurred after said mark achieved incontestable status and at a time when Defendants had full knowledge that its use and associated advertising infringed on the Trademarks.

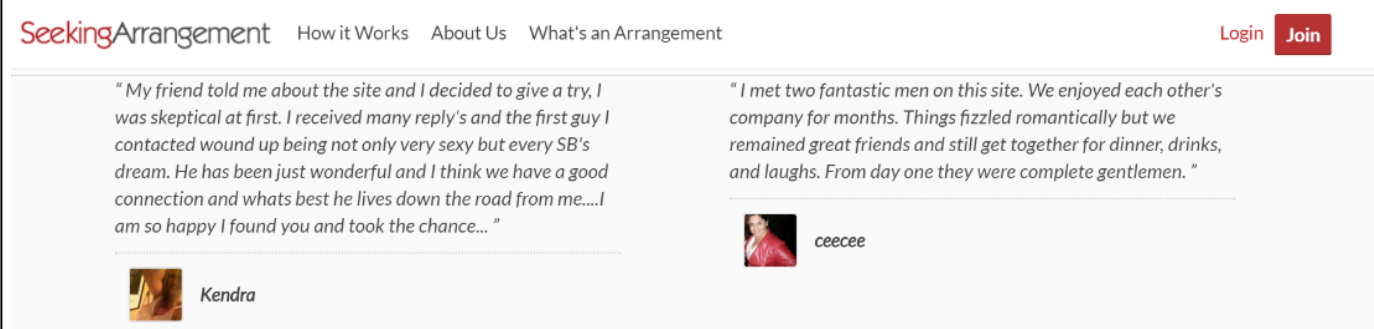
57. Defendants' unlawful use of the Trademarks is likely to deceive or confuse consumers and,

1 based on information and belief, has deceived and confused consumers into believing that an affiliation,
 2 association, sponsorship or connection exists between Reflex Media’s <SeekingArrangement.com>
 3 and/or <Seeking.com> websites and RichMeetBeautiful.com.

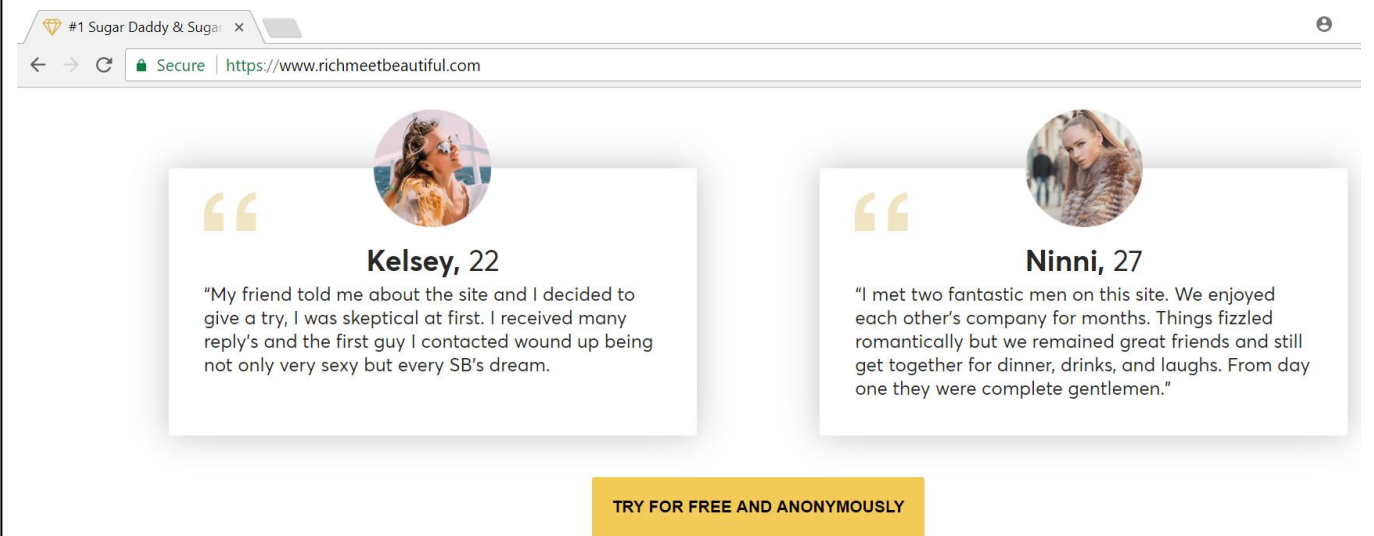
4 (b) **DIRECT COPYING AS EVIDENCE OF COPYRIGHT INFRINGEMENT,**
 5 **WILLFULNESS AND SECONDARY MEANING**

6 58. Upon information and belief, Defendants acted with willful intent when they copied word-
 7 for-word substantial portions of Reflex Media’s website. As can be seen from the screengrabs below,
 8 which still appear on Defendants’ website as of July 19, 2018, this copying is so blatant that
 9 RichMeetBeautiful.com attributes customer reviews previously featured (as far back as April 2016) on
 10 SeekingArrangement.com’s landing page to RichMeetBeautiful.com.

11 SeekingArrangement.com:



17 RichMeetBeautiful.com:



59. Previous versions of RichMeetBeautiful.com copied even more text from
 SeekingArrangement.com.

60. Furthermore, RichMeetBeautiful.com does not have Seeking Arrangement’s notoriety,

1 positive reviews, market leader status, substantial membership, or lengthy history.

2 61. Thus, any association with Defendants and/or their website has, and will continue to, result
3 in a dilution of reputation, goodwill, and notoriety of Reflex Media’s websites and the Trademarks.

4 62. Defendants obviously could have entered the marketplace without using Plaintiffs’
5 Trademarks on their website or marketing, or without copying the text from Plaintiffs’ website. By doing
6 so, however, they would not have been able to capitalize on the confusion which they have created and
7 continue to create as Defendants engage in this conduct.

8 63. The foregoing demonstrates that Defendants deliberately sought to confuse Seeking
9 Arrangement’s existing and prospective customers and the public generally, and Plaintiffs suspect that
10 further examples of Defendants’ wrongful copying in their website and in their advertisements will come
11 to light during the discovery process.

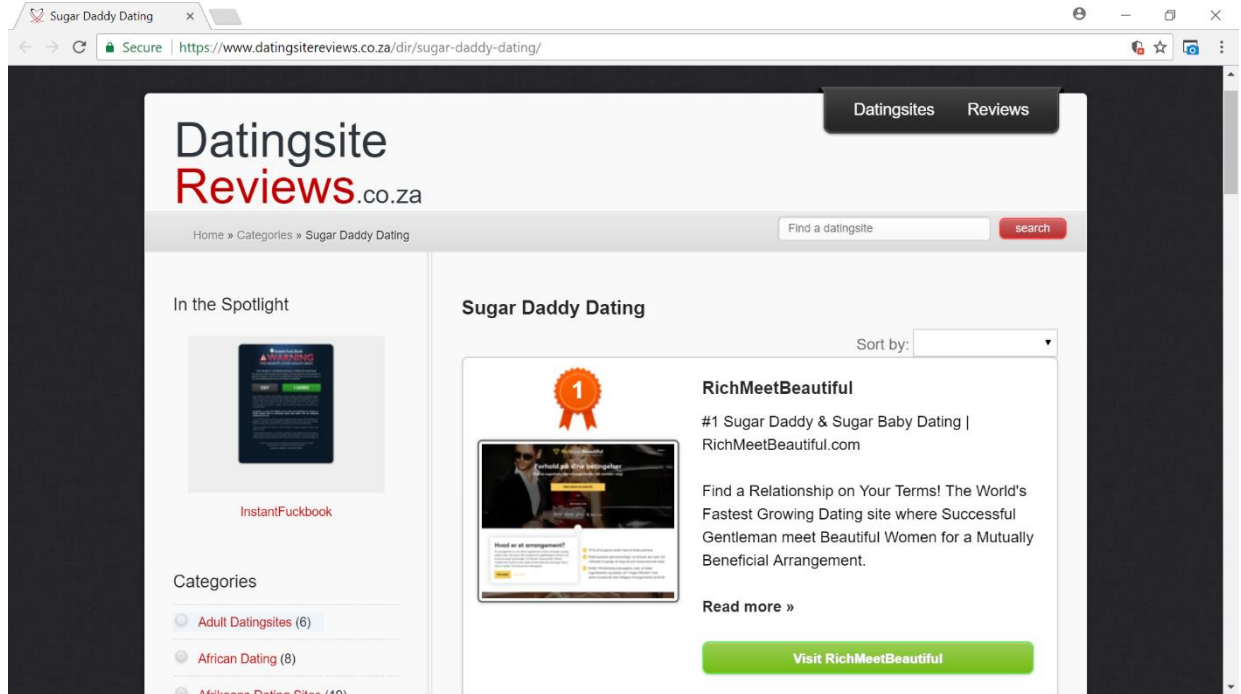
12 **(c) DEFENDANTS’ AFFILIATE PROGRAM**

13 64. To promote their business and websites, Defendants use a network of “affiliate” marketers
14 that drive internet users to RichMeetBeautiful.com in the hopes that the users sign up for Defendants’
15 services.

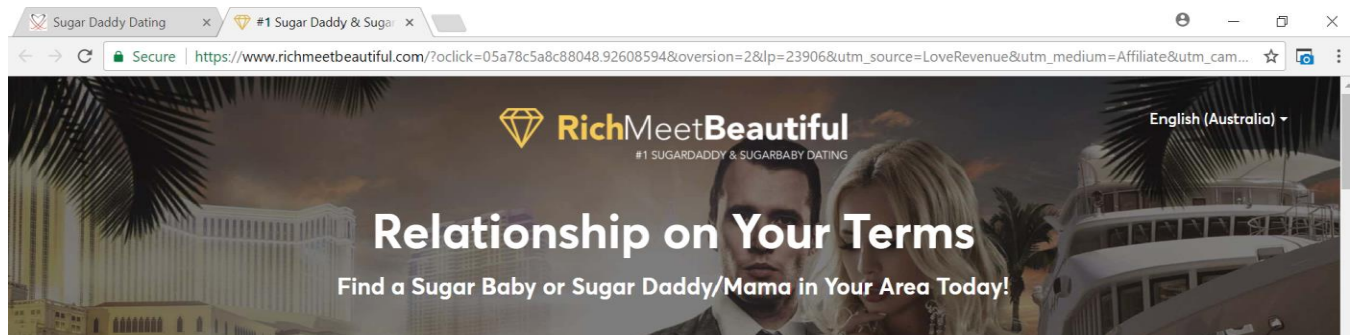
16 65. Based on information and belief, Defendants provide their affiliate marketers hyperlinked
17 URLs or hyperlinked URL images that allow Defendants to track which affiliate marketer referred each
18 internet user to their website to allow them to compensate each affiliate. Along with this, Defendants
19 encourage their affiliates to emphasize certain words or phrases to advertise RichMeetBeautiful.com,
20 including using RELATIONSHIP ON YOUR TERMS and MUTUALLY BENEFICIAL
21 ARRANGEMENTS.

22 66. For example, < <https://www.datingsitereviews.co.za/dir/sugar-daddy-dating/>> is one of the
23 affiliate websites that link to RichMeetBeautiful.com with the description “Find a Relationship on Your
24 Terms! The World's Fastest Growing Dating site where Successful Gentleman meet Beautiful Women for
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a Mutually Beneficial Arrangement.”



67. If the internet user clicks on the button “Visit RichMeetBeautiful” then he is directed to a web address (here the web address signals that the affiliate uses Defendant Digisec’s Love Revenue Affiliate Program) that is able to track the referring webpage like the one depicted, in part, here:



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FIRST CAUSE OF ACTION

(Federal Trademark Infringement, 15 U.S.C. § 1114(1))

(MUTUALLY BENEFICIAL RELATIONSHIPS mark)

68. Plaintiffs incorporate by reference each and every allegation contained in the preceding paragraphs of this complaint, as if fully set forth herein.

69. Clover8 is the registered owner of the MUTUALLY BENEFICIAL RELATIONSHIPS mark.

70. Without Clover8's or Reflex Media's consent, Defendants have used in commerce, in connection with the sale, offering for sale, distribution or advertising of Defendants' goods and services, a counterfeit mark which is identical, or at least substantially similar, to Plaintiffs' MUTUALLY BENEFICIAL RELATIONSHIPS mark in a manner that is likely to cause confusion, mistake and/or deception among consumers who may perceive that Defendants' goods and services are the same as those of Reflex Media, and/or that Defendants' goods and services are somehow associated, affiliated, connected, approved, authorized or sponsored by Reflex Media or its business, Seeking Arrangement.

71. Defendants acted with the intent to cause confusion, mistake, or deception with consumers. Defendants' intent is apparent from, among other things, the exactitude with which they have attempted to copy text and even website reviews from Seeking Arrangement, as well as the prominent use of "MUTUALLY BENEFICIAL RELATIONSHIPS" and "MUTUALLY BENEFICIAL ARRANGEMENT" (which is also confusingly similar to MUTUALLY BENEFICIAL RELATIONSHIPS, especially coupled with Plaintiffs' flagship website, SeekingArrangement.com, SEEKING ARRANGEMENT is also a trademark of Clover8) in the promotion of their own, competing business venture.

72. Defendants' continued use of counterfeit marks identical to Plaintiffs' MUTUALLY BENEFICIAL RELATIONSHIPS mark or marks that are confusingly similar has caused, and will continue to cause, irreparable harm and injury to Plaintiffs and to Plaintiffs' reputation and goodwill for which Plaintiffs have no adequate remedy at law. The threat of future injury to consumers and to Plaintiffs' intellectual property, business, identity, goodwill and reputation necessitates the award of injunctive relief to prevent Defendants' continued infringement of Clover8's valuable marks.

1 73. Defendants have unjustly profited from their infringement of the MUTUALLY
2 BENEFICIAL RELATIONSHIPS mark.

3 74. As a direct and proximate result of Defendants' infringing activities as alleged herein,
4 Clover8 has suffered substantial damage in an amount to be proven at trial, but estimated to exceed
5 \$75,000, exclusive of interest and costs.

6 75. Defendants' foregoing acts constitute an exceptional case and are intentional, entitling
7 Clover8 to treble their actual damages or statutory damages and to an award of attorneys' fees.

8 **SECOND CAUSE OF ACTION**

9 **(Federal Trademark Infringement, 15 U.S.C. § 1114(1))**

10 **(RELATIONSHIP ON YOUR TERMS mark)**

11 76. Plaintiffs incorporate by reference each and every allegation contained in the preceding
12 paragraphs of this complaint, as if fully set forth herein.

13 77. Clover8 is the registered owner of the RELATIONSHIP ON YOUR TERMS mark.

14 78. Without Clover8's or Reflex Media's consent, Defendants have used in commerce, in
15 connection with the sale, offering for sale, distribution or advertising of Defendants' goods and services,
16 a mark identical or substantially similar to Plaintiffs' RELATIONSHIP ON YOUR TERMS mark in a
17 manner that is likely to cause confusion, mistake and/or deception among consumers who may perceive
18 that Defendants' goods and services are the same as those of Reflex Media, and/or that Defendants' goods
19 and services are somehow associated, affiliated, connected, approved, authorized or sponsored by Reflex
20 Media or its business, Seeking Arrangement.

21 79. Defendants acted with the intent to cause confusion, mistake, or deception with consumers.
22 Defendants' intent is apparent from, among other things, the exactitude with which they have attempted
23 to copy text and even website reviews from Seeking Arrangement, as well as the prominent use of the
24 RELATIONSHIP ON YOUR TERMS in the promotion of its own, competing business ventures.

25 80. Defendants' continued use of counterfeit marks identical to Plaintiffs' RELATIONSHIP
26 ON YOUR TERMS mark has caused, and will continue to cause, irreparable harm and injury to Plaintiffs
27 and to Plaintiffs' reputation and goodwill for which Plaintiffs have no adequate remedy at law. The threat
28 of future injury to consumers and to Plaintiffs' intellectual property, business, identity, goodwill and

1 reputation necessitates the award of injunctive relief to prevent Defendants' continued infringement of
2 Clover8's valuable marks.

3 81. Defendants have unjustly profited from their infringement of the RELATIONSHIP ON
4 YOUR TERMS mark.

5 82. As a direct and proximate result of Defendants' infringing activities as alleged herein,
6 Plaintiffs have suffered substantial damage in an amount to be proven at trial, but estimated to exceed
7 \$75,000, exclusive of interest and costs.

8 83. Defendants' foregoing acts constitute an exceptional case and are intentional, entitling
9 Clover8 to treble their actual damages or statutory damages and to an award of attorneys' fees.

10 **THIRD CAUSE OF ACTION**

11 **(Federal Trademark Infringement, 15 U.S.C. § 1114(1))**

12 **(MUTUALLY BENEFICIAL ARRANGEMENTS mark)**

13 84. Plaintiffs incorporate by reference each and every allegation contained in the preceding
14 paragraphs of this complaint, as if fully set forth herein.

15 85. Clover8 is the registered owner of the MUTUALLY BENEFICIAL ARRANGEMENTS
16 mark and has also filed for an additional trademark of the same.

17 86. Without Clover8's or Reflex Media's consent, Defendants have used in commerce, in
18 connection with the sale, offering for sale, distribution or advertising of Defendants' goods and services,
19 a mark identical or substantially similar to Plaintiffs' MUTUALLY BENEFICIAL ARRANGEMENTS
20 mark in a manner that is likely to cause confusion, mistake and/or deception among consumers who may
21 perceive that Defendants' goods and services are the same as those of Reflex Media, and/or that
22 Defendants' goods and services are somehow associated, affiliated, connected, approved, authorized or
23 sponsored by Reflex Media or its business, Seeking Arrangement.

24 87. Defendants acted with the intent to cause confusion, mistake, or deception with consumers.
25 Defendants' intent is apparent from, among other things, the exactitude with which they have attempted
26 to copy text and even website reviews from Seeking Arrangement, as well as the prominent use of the
27 MUTUALLY BENEFICIAL ARRANGEMENTS in the promotion of their own, competing business
28 ventures.

1 88. Defendants' continued use of marks identical to Plaintiffs' MUTUALLY BENEFICIAL
2 ARRANGEMENTS mark has caused, and will continue to cause, irreparable harm and injury to Plaintiffs
3 and to Plaintiffs' reputation and goodwill for which Plaintiffs have no adequate remedy at law. The threat
4 of future injury to consumers and to Plaintiffs' intellectual property, business, identity, goodwill and
5 reputation necessitates the award of injunctive relief to prevent Defendants' continued infringement of
6 Plaintiffs' valuable marks.

7 89. Defendants have unjustly profited from their infringement of the MUTUALLY
8 BENEFICIAL ARRANGEMENTS mark.

9 90. As a direct and proximate result of Defendants' infringing activities as alleged herein,
10 Plaintiffs have suffered substantial damage in an amount to be proven at trial, but estimated to exceed
11 \$75,000, exclusive of interest and costs.

12 **FOURTH CAUSE OF ACTION**

13 **(Federal False Designations, False Descriptions, and False Advertising, 15 U.S.C. § 1125(a))**

14 91. Plaintiffs incorporate by reference each and every allegation set forth in the preceding
15 paragraphs of this complaint, as if fully set forth herein.

16 92. Defendants' misuse of the Trademarks, and copyrighted text and customer reviews from
17 SeekingArrangement.com, in commerce in connection with the goods and services offered on
18 RichMeetBeautiful.com—including commercial advertising and promotion of RichMeetBeautiful.com —
19 constitutes a false designation of origin and/or a false or misleading representation that is likely to cause
20 confusion, mistake and/or deception with consumers that mislead those consumers into believing that
21 Defendants' goods and/or services are associated, affiliated, connected, approved, authorized or sponsored
22 by Reflex Media and its business, Seeking Arrangement.

23 93. Additionally, without Plaintiffs' consent, Defendants have disseminated advertisements
24 that contain Plaintiffs' Trademarks.

25 94. These advertisements, which contain content promoting Defendants' competing dating
26 services offered through <www.RichMeetBeautiful.com>, give the false and misleading impression that
27 Seeking Arrangement is affiliated with or responsible for promotional material contained in Defendants'
28 advertisements.

1 95. Furthermore, Defendants' ads give the wrongful impression of an association, affiliation,
2 connection, approval, authorization or sponsorship by, between, and among Seeking Arrangement and
3 RichMeetBeautiful.com.

4 96. Defendants' conduct, including the use of the Trademarks and rampant copying of the
5 Seeking Arrangement website, including misappropriating SeekingArrangement.com customer reviews
6 constitutes a false designation of origin and/or false or misleading representation that (1) is likely to cause
7 confusion, mistake, or deception with the public and/or consumers as to the affiliation, connection, or
8 association between Defendants and Seeking Arrangement; (2) is likely to cause confusion, mistake, or
9 deception with the public and/or consumers as to origin of Defendants' advertisements and/or the origin
10 of the services being provided on RichMeetBeautiful.com, and/or (3) is intended to misrepresent the
11 nature, characteristics, and/or qualities of the goods and services offered by Defendants.

12 97. Defendants have unjustly profited from their foregoing conduct.

13 98. As a direct and proximate result of Defendants' foregoing conduct, Plaintiffs have suffered
14 damages in an amount to be proven at trial, but estimated to exceed \$75,000, exclusive of interest and
15 costs.

16 99. Defendants' foregoing acts constitute an exceptional case and are intentional, entitling
17 Plaintiffs to treble their actual damages and to an award of attorneys' fees.

18 **FIFTH CAUSE OF ACTION**

19 **(Contributory Trademark Infringement against Defendants RichMeetBeautiful, Digisec, and**
20 **Vedal)**

21 100. Plaintiffs incorporate by reference each allegation contained in the preceding paragraphs
22 of this complaint as if fully set forth herein.

23 101. Based on information and belief, Defendants RichMeetBeautiful, Digisec, and Vedal
24 intentionally induced their affiliates to infringe on the Trademarks through internet advertising.

25 102. Based on information and belief, Defendants RichMeetBeautiful, Digisec, and Vedal gave
26 their affiliates access to payment processing and related ancillary and support services.

27 103. Based on information and belief, Defendants RichMeetBeautiful, Digisec, and Vedal
28 exercise direct control over their affiliates and thereby can control and monitor the content that each

1 affiliate uses in their marketing of RichMeetBeautiful.com.

2 104. Based on information and belief, the actions of Defendants RichMeetBeautiful, Digisec,
3 and Vedal and specifically, without limitation, its knowledge, participation, and inducement of the
4 unauthorized use in commerce of the Trademarks and confusingly similar variations thereof, to advertise,
5 market, and sell its products and services throughout the United States and Nevada constitute contributory
6 trademark infringement in violation of federal law.

7 105. The actions of Defendants RichMeetBeautiful, Digisec, and Vedal and their affiliates, if
8 not enjoined, will continue.

9 106. Plaintiffs have suffered and continue to suffer damages in an amount to be proven at trial
10 consisting of, among other things, diminution in the value of and goodwill associated with the Trademarks,
11 and injury to Plaintiffs' businesses.

12 107. Defendants' foregoing conduct constitutes an exceptional case and is intentional, entitling
13 Plaintiffs to treble its actual damages and to an award of attorneys' fees.

14 **SIXTH CAUSE OF ACTION**

15 **(Vicarious Trademark Infringement against Defendants RichMeetBeautiful, Digisec, and Vedal)**

16 108. Plaintiffs incorporate by reference each allegation contained in the preceding paragraphs
17 of this complaint as if fully set forth herein.

18 109. Upon information and belief, the actions of Defendants RichMeetBeautiful, Digisec, and
19 Vedal described above and specifically, without limitation, its knowledge, participation, and inducement
20 of the unauthorized use of the Trademarks and confusingly similar variations thereof, in commerce to
21 advertise, market, and sell its products and services throughout the United States and Nevada constitutes
22 vicarious trademark infringement in violation of federal law.

23 110. Defendants RichMeetBeautiful, Digisec, and Vedal have the ability to control the actions
24 of its affiliates, provide their affiliates services, support and hyperlinks, and derive a direct financial
25 benefit from the illegal acts of its affiliates discussed in this complaint.

26 111. The actions of Defendants RichMeetBeautiful, Digisec, and Vedal, if not enjoined, will
27 continue.

28 112. Plaintiffs have suffered and continue to suffer damages in an amount to be proven at trial

1 consisting of, among other things, diminution in the value of and goodwill associated with the Trademarks,
2 and injury to Plaintiffs' businesses.

3 113. On information and belief, the actions of Defendants RichMeetBeautiful, Digisec, and
4 Vedal described above were and continue to be deliberate and willful, entitling Clover8 to treble its actual
5 damages and to an award of attorneys' fees.

6 **PRAAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiffs pray for judgment against Defendants as follows:

8 1. Adjudge that Clover8's Trademarks have been infringed by Defendants' acts and use in
9 violation of Plaintiffs' rights under 15 U.S.C. § 1114 and 1125;

10 2. Adjudge that Defendants have competed unfairly with Plaintiffs in violation of Plaintiffs'
11 rights under 15 U.S.C. § 1125;

12 3. Adjudge that Defendants RichMeetBeautiful, Digisec, and Vedal are liable to Plaintiffs for
13 contributory and vicarious trademark infringement;

14 4. Adjudge that Defendants and each of their agents (and subagents), employees, attorneys,
15 successors, assigns, affiliates, and joint ventures and any person(s) in active concert or participation with
16 them, and/or person(s) acting for, with, by, through or under them, be enjoined and restrained at first during
17 the pendency of this action and thereafter permanently from:

18 a. Selling, offering for sale distributing, advertising, or promoting any goods or
19 services that display any words or symbols that so resemble or are confusingly similar to Plaintiffs'
20 Trademarks, as to be likely to cause confusion, mistake or deception, on or in connection with any
21 goods or services that are not authorized by or for Plaintiffs;

22 b. Using any word, term, name, symbol, or device or combination thereof that causes
23 or is likely to cause confusion, mistake or deception as to the affiliation or association of
24 Defendants' or their goods with Plaintiffs, or as to the origin of Defendants' goods or services, or
25 any false designation of origin, false or misleading description or representation of fact;

26 c. Further infringing on the rights of Plaintiffs in and to any of its trademarks, trade
27 dress, products and services or otherwise damaging Plaintiffs' goodwill or business reputations;

28 d. Using any of Plaintiffs' confidential information in connection with any product or

1 service, in any medium, including future contact or business with Seeking Arrangement's
2 members;

3 e. Otherwise competing unfairly with Plaintiffs in any manner; and

4 f. Continuing to perform in any manner whatsoever any of the other acts complained
5 of in this complaint;

6 5. Adjudge that Defendants, within thirty (30) days after service of the judgment demanded
7 herein, be required to file with this Court and serve upon Plaintiffs' counsel a written report under oath
8 setting forth in detail the manner in which it has complied with the judgment;

9 6. Adjudge that Plaintiffs recover from Defendants their actual damages and lost profits in an
10 amount to be determined at trial, but estimated to exceed \$75,000, for Defendants' violations of 15 U.S.C.
11 §§ 1114 and 1125, or appropriate statutory damages; that Defendants be required to account for any profits
12 that are attributable to its illegal acts; and that Plaintiffs be awarded the greater of (1) three times
13 Defendants' profits or (2) three times any damages sustained by Reflex Media under 15 U.S.C. § 1117,
14 plus prejudgment interest or (3) statutory damages;

15 7. Adjudge that Plaintiffs recover from Defendants the damages caused by Defendants, as
16 well as punitive and/or treble damages, Alternatively, Plaintiffs reserve the right to seek statutory damages
17 as allowed by 15 U.S.C. §§ 1117 and 1125;

18 8. Adjudge that Plaintiffs be awarded its costs incurred in connection with this action,
19 including its reasonable attorneys' fees and investigative expenses;

20 9. Impose a constructive trust on all of Defendants' funds and assets that arise out of
21 Defendants' infringing activities;

22 10. Impose an injunction, enjoining Defendants from further engaging in the conduct described
23 herein; and

24 11. Adjudge that all such other relief be awarded to Plaintiffs as this Court deems just and
25 proper.

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DEMAND FOR JURY TRIAL

Plaintiffs hereby request a jury trial in this matter.

DATED: August 8, 2018

SMITH WASHBURN, LLP

/s/ Mark L. Smith

Mark L. Smith
*Attorneys for Reflex Media, Inc. and
Clover8 Investments PTE. LTD.*

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