

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA**

FILED
U.S. DISTRICT COURT
INDIANAPOLIS DIVISION

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SOUTHERN DISTRICT
OF INDIANA
LAUREA A. BRIGGS
CLERK

LUXOTTICA GROUP S.p.A., an Italian Corporation; OAKLEY, INC., a Washington Corporation,

Civil Action No.

Plaintiffs,

v.

AVNI PETROLEUM, INC., an Indiana Corporation dba DELAWARE BP; PARI, INC., an Indiana Corporation dba BATESVILLE FOOD MART; RANI PETROLEUM, INC., an Indiana Corporation dba BATESVILLE SHELL; SAI PETROLEUM INC., an Indiana Corporation dba NEW POINT FOOD MART; and DOES 1-10, inclusive,

Defendants.



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PLAINTIFFS' COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

Plaintiffs Luxottica Group S.p.A and Oakley, Inc. (collectively "Plaintiffs"), through their undersigned counsel, for their complaint against **Defendants Avni Petroleum, Inc. dba Delaware BP, Pari, Inc. dba Batesville Food Mart, Rani Petroleum, Inc. dba Batesville Shell, and Sai Petroleum Inc. dba New Point Food Mart** (collectively, "Defendants") allege as follows:

JURISDICTION AND VENUE

1. Plaintiffs file this action against Defendants for trademark infringement and unfair competition under the Lanham Trademark Act of 1946, 15 U.S.C. §1051 et seq. (the "Lanham Act"), and related claims under the statutory and common law of Indiana. This Court has subject matter jurisdiction over the Federal trademark infringement and unfair competition claims under 28 U.S.C. §§1121(a), 1331, 1338(a) and 1367

2. Jurisdiction over the parties and subject matter of this action is proper in this Court pursuant to 15 U.S.C. § 1121 (actions arising under the Lanham Act), 28 U.S.C. § 1331 (actions arising under the laws of the United States), 28 U.S.C. § 1332(a) (diversity of citizenship between the parties), and § 1338(a) (actions arising under an Act of Congress relating to trademarks). This Court has supplemental jurisdiction over the claims in this Complaint that arise under state statutory and common law pursuant to 28 U.S.C. § 1367(a).

3. This Court has personal jurisdiction over Defendants because Defendants are incorporated, domiciled, and/or conduct business in the State of Indiana.

4. Venue is properly founded in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400 (b), and Local Rule 3.2(d) because Defendants are incorporated, domiciled, and/or conducts business in this judicial district, and/or a substantial part of the events giving rise to the claims in this action occurred within this District.

PARTIES

5. Plaintiff Luxottica Group S.p.A. (“Luxottica”) is a corporation duly organized under the laws of Italy with its principal place of business at Piazzale Luigi Cadorna 3, Milan, 20123 Italy, and an office located at 4000 Luxottica Place, Mason, Ohio 45040-8114. Luxottica is, in part, engaged in the business of producing, manufacturing and distributing throughout the world, including within this judicial district, premium and luxury eyewear products under federally registered trademarks, including but not limited to the Ray-Ban® family of trademarks.

6. Plaintiff Oakley, Inc. (“Oakley”) is a corporation organized and existing under the laws of the State of Washington, having its principal place of business at One Icon, Foothill Ranch, California 92610.

7. Oakley is an indirect, wholly-owned subsidiary of Luxottica. Luxottica and Oakley are collectively referred to herein as “Plaintiffs.”

8. Upon information and belief, Defendant Avni Petroleum, Inc. (“Avni Petroleum”) is a corporation organized and existing under the laws of the State of Indiana, having its principal place of business at 4900 N. State Road 129, Osgood, Indiana 47037.

9. Upon information and belief, Defendant Rani Petroleum, Inc. (“Rani Petroleum”) is a corporation organized and existing under the laws of the State of Indiana, having its principal place of business at 1029 SR229, Batesville, Indiana 47006.

10. Upon information and belief, Defendant Pari, Inc. is a corporation organized and existing under the laws of the State of Indiana, having its principal place of business at 1340 East State Road 46, Batesville, Indiana 47006.

11. Upon information and belief, Defendant Sai Petroleum, Inc. (“Sai Petroleum”) is a corporation organized and existing under the laws of the State of Indiana, having its principal place of business at 1810 S. 850 East, New Point, Indiana 47263.

12. Plaintiffs are unaware of the names and true capacities of Defendants, whether individual, corporate and/or partnership entities, named herein as DOES 1 through 10, inclusive, and therefore sue them by their fictitious names. Plaintiffs will seek leave to amend this complaint when their true names and capacities are ascertained. Plaintiffs are informed and believe and based thereon allege that said Defendants and DOES 1 through 10, inclusive, are in some manner responsible for the wrongs alleged herein, and that at all times referenced each was the agent and servant of the other Defendants and was acting within the course and scope of said agency and employment.

13. Plaintiffs are informed and believe, and based thereon allege, that at all relevant times herein, Defendants and DOES 1 through 10, inclusive, knew or reasonably should have known of the acts and behavior alleged herein and the damages caused thereby, and by their inaction ratified and encouraged such acts and behavior. Plaintiffs further allege that Defendants and DOES 1 through 10, inclusive, have a non-

delegable duty to prevent or cause such acts and the behavior described herein, which duty Defendants and DOES 1 through 10, inclusive, failed and/or refused to perform.

ALLEGATIONS COMMON TO ALL COUNTS


A. Luxottica’s World Famous RAY-BAN® Brand and its Products



14. Luxottica is engaged in the manufacture, marketing and sale of premium and luxury eyewear throughout the world. Luxottica’s proprietary brands include Ray-Ban, the world’s most famous sun eyewear brand, as well as Oakley, Vogue Eyewear, Persol, Oliver Peoples, Alain Mikli and Arnette.

15. Through its affiliates and subsidiaries, Luxottica operates over 7,000 optical and sun retail stores, including LensCrafters, Pearle Vision and ILORI in North America, OPSM and Laubman & Pank in Asia-Pacific, LensCrafters in China, GMO in Latin America and Sunglass Hut worldwide.

16. Ray-Ban® products are distributed and sold through its optical and sun specialty retail stores, authorized retail and department stores throughout the United States, including Indiana, and reaches customers nationally and internationally online at www.ray-ban.com.

17. Luxottica is the owner of various trademarks under the Ray-Ban® brand, including but not limited to the following United States Trademark Registrations (collectively “Ray-Ban Marks”):

Trademark	Registration No.	Good And Services
	650,499	sunglasses, shooting glasses, and ophthalmic lenses, in class 26.
	1,093,658	ophthalmic products and accessories – namely, sunglasses; eyeglasses; spectacles; lenses and frames for sunglasses, eyeglasses, spectacles and goggles; and cases and other protective covers for sunglasses, eyeglasses, spectacles in class

		9.
	1,726,955	bags; namely, tote, duffle and all-purpose sports bags, in class 18. cloths for cleaning ophthalmic products, in class 21. clothing and headgear; namely, hats, in class 25.
RAY-BAN	1,080,886	ophthalmic products and accessories – namely, sunglasses; eyeglasses; spectacles; lenses and frames for sunglasses, eyeglasses, spectacles – in class 9.
	1,490,305	clothing, namely, t-shirts, in class 25.
	2,718,485	goods made of leather and imitation leather, namely, wallets, card cases for business cards, calling cards, name cards and credit cards in class 18. clothing for men and women, namely, polo shirts; headgear, namely, berets and caps.
	1,320,460	sunglasses and carrying cases there for, in class 9.
	3,522,603	sunglasses, eyeglasses, lenses for eyeglasses, eyeglasses frames, cases for eyeglasses, in class 9.

18. Luxottica has expended substantial time, money, and other resources in developing, advertising, and otherwise promoting the Ray-Ban Marks. As a result, products bearing the Ray-Ban Marks are widely recognized and exclusively associated by consumers, the public, and the trade as being high quality eyewear products sourced

from Luxottica. The Ray-Ban Marks qualify as “famous marks” as defined in 15 U.S.C. §1125(c)(1).

19. Luxottica has long been manufacturing and selling eyewear in interstate commerce under the Ray-Ban Marks. These registrations are valid and the majority are incontestable.


20. The Ray-Ban Marks have never been abandoned and are a symbol of Luxottica’s quality, reputation, and goodwill.

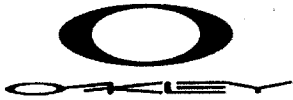

21. Accordingly, the Ray-Ban Marks have achieved secondary meaning as an identifier of high quality eyewear.

B. The OAKLEY® Brand and its Products

22. Oakley has been actively engaged in the manufacture and sale of high quality eyewear since at least 1985. Oakley is the manufacturer and retailer of numerous lines of eyewear and other products that have enjoyed substantial success and are protected by various intellectual property rights owned by Oakley.

23. Oakley is the owner of various trademarks (collectively, the “Oakley Marks”), including but not limited to the following United States Trademark Registrations:

Trademark	Registration No.	Good And Services
OAKLEY	1,521,599	International Class 9 - sunglasses and accessories for sunglasses, namely, replacement lenses, ear stems and nose pieces.
	1,984,501	International Class 9 - protective and/or anti-glare eyewear, namely sunglasses, goggles, spectacles and their parts and accessories, namely replacement lenses, ear stems, frames, nose pieces and foam strips; cases specially adapted for protective and/or anti-glare eyewear and their parts

		and accessories. International Class 25 - clothing and headwear, namely T-shirts, sweatshirts, jackets, hats, and caps.
	1,990,262	International Class 9 - protective and/or anti-glare eyewear, namely sunglasses, goggles, spectacles and their parts and accessories, namely replacement lenses, ear stems, frames, nose pieces and foam strips; cases specially adapted for protective and/or anti-glare eyewear and their parts and accessories.
	3,331,124	International Class 9 - Protective eyewear, namely spectacles, prescription eyewear, anti glare glasses and sunglasses and their parts and accessories, namely replacement lenses, frames, ear stems, and nose pieces; cases specially adapted for spectacles and sunglasses and their parts and accessories; and protective clothing, namely, racing pants. International Class 25 - Clothing, namely, t-shirts, beach-wear, blouses, sports shirts, jerseys, swimwear, swim trunks, shorts, underwear, shirts, pants, ski and snowboard pants and jackets, jeans, vests, jackets, wetsuits, sweaters, pullovers, coats, sweatpants, headwear, namely, hats, caps, visors and footwear, namely wetsuit booties, shoes, sandals, athletic footwear, all purpose sports footwear, thongs and boots.
	3,365,728	International Class 9 - Electronics, namely portable digital electronic devices for recording, organizing, and reviewing text, data and audio files; computer software for use in recording, organizing, and reviewing text, data and audio files on portable digital electronic devices; transmitters, receivers,

		speakers and parts thereof for use with cellular, wireless computer and telephone communication systems; communication devices for use on eyewear, namely earpieces, transmitters, receivers, speakers and part thereof for use with cellular, wireless computer and telephone communication systems; wearable audio visual display, namely eyewear containing an audio visual display; wireless telecommunications modules.
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24. Oakley has continuously used the Oakley Marks in interstate commerce since their respective dates of first use. Many of the registrations to the Oakley Marks, including those set forth above, are incontestable.

25. Over the years Oakley has invested a considerable amount of time and money in establishing the Oakley Marks in the minds of consumers as a source of high quality eyewear. As a result of Oakley’s substantial use and promotion of the Oakley Marks in connection with the eyewear and other products, the marks have acquired great value as a specific identifier of Oakley’s products and serve to distinguish Oakley’s products from that of others. Customers in this judicial district and elsewhere readily recognize the Oakley Marks as distinctive designations of origin of Oakley’s products. The Oakley Marks are intellectual property assets of great value as a symbol of Oakley’s quality products and goodwill.

C. Defendants’ Infringing Activities

26. The present action arises from Defendants’ wrongful importation, distribution, advertisement, marketing, offering for sale, and/or sale of eyewear bearing counterfeit reproductions of the Ray-Ban Marks and the Oakley Marks (hereinafter “Counterfeit Products”).

27. Counterfeit Products were discovered being displayed, offered for sale, and/or sold at a convenience store located in or around a gas station operating under the

name of “DELAWARE BP.” Products bearing the Ray-Ban Marks and the Oakley Marks obtained from DELAWARE BP have been examined and confirmed counterfeit by Plaintiffs’ representatives.

28. Upon information and belief, Avni Petroleum is the owner and/or operator of the “DELAWARE BP,” located at 4900 N. State Road 129, Osgood, Indiana 47037.

29. Counterfeit Products were discovered being displayed, offered for sale, and/or sold at a convenience store located in or around a gas station operating under the name of “BATESVILLE SHELL.” Products bearing the Ray-Ban Marks obtained from BATESVILLE SHELL have been examined and confirmed counterfeit by Luxottica’s representatives.

30. Upon information and belief, Rani Petroleum is the owner and/or operator of the “BATESVILLE SHELL,” located at 1029 SR229, Batesville, Indiana 47006.

31. Counterfeit Products were discovered being displayed, offered for sale, and/or sold at the “BATESVILLE FOOD MART” convenience store. Products bearing the Ray-Ban Marks and the Oakley Marks obtained from BATESVILLE FOOD MART have been examined and confirmed counterfeit by Plaintiffs’ representatives.

32. Upon information and belief, Defendant Pari, Inc. is the owner and/or operator of the “BATESVILLE FOOD MART,” located at 1340 East State Road 46, Batesville, Indiana 47006.

33. Counterfeit Products were discovered being displayed, offered for sale, and/or sold at the “NEW POINT FOOD MART” convenience store. Products bearing the Ray-Ban Marks and the Oakley Marks obtained from NEW POINT FOOD MART have been examined and confirmed counterfeit by Plaintiffs’ representatives.

34. Upon information and belief, Defendant Sai Petroleum is the owner and/or operator of the “NEW POINT FOOD MART,” located at 1810 S 850 East, New Point, Indiana 47263.

35. Upon information and belief, the Counterfeit Products obtained from

Defendants appear to have originated from a common source.

36. Defendants' use of the Ray-Ban Marks and Oakley Marks, including the promotion and advertisement, reproduction, distribution, sale and offering for sale of their Counterfeit Products, is without Plaintiffs' consent or authorization.

37. Defendants have never been authorized by Plaintiffs to manufacture, sell or offer for sale products bearing any of the Ray-Ban Marks and Oakley Marks. Moreover, Defendants have never been licensees of Plaintiffs and have never been licensed in any manner to import, sell, distribute, or manufacture any merchandise bearing the Ray-Ban Marks and Oakley Marks.

38. Defendants, upon information and belief, are actively using, promoting and otherwise advertising, distributing, selling and/or offering for sale Counterfeit Products with the knowledge and intent that such goods will be mistaken for the genuine high quality Ray-Ban® and Oakley® products, despite Defendants' knowledge that they are without authority to use the Ray-Ban Marks and Oakley Marks. The net effect of Defendants' actions will cause confusion of consumers at the time of initial interest, sale, and in the post-sale setting, who will believe Defendants' Counterfeit Products are genuine goods originating from, associated with, and approved by Plaintiffs.

39. Upon information and belief, at all times relevant hereto, Defendants have had full knowledge of Plaintiffs' ownership of the Ray-Ban Marks and Oakley Marks, including their exclusive right to use and license such intellectual property and the goodwill associated therewith.

40. Upon information and belief, Defendants have engaged in the aforementioned infringing activities knowingly and intentionally or with reckless disregard or willful blindness to Plaintiffs' rights for the purpose of trading off the goodwill and reputation of Plaintiffs. If Defendants' willful infringing activities are not preliminarily and permanently enjoined by this Court, Plaintiffs and the consuming public will continue to be damaged.

COUNT I

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

41. Plaintiffs incorporate herein by reference the averments of the preceding paragraphs as though fully set forth herein.

42. The Ray-Ban Marks and Oakley Marks are both nationally and internationally recognized, including within this judicial district, as being affixed to goods and merchandise of the highest quality and coming from Plaintiffs.

43. The registrations embodying the Ray-Ban Marks and Oakley Marks are in full force and effect and are incontestable.

44. Defendants' infringing activities, as set forth above, are likely to cause confusion, mistake, or deception, or to deceive consumers as to the source, origin, affiliation, association, or sponsorship of Defendants' goods or services and falsely mislead consumers into believing that Defendants' products originate from Plaintiffs; are affiliated or connected with Plaintiffs; or are licensed, sponsored, authorized, approved by, or sanctioned by Plaintiffs; or that Plaintiffs control the quality of Defendants' products.

45. Defendants' infringing use of the Ray-Ban Marks and Oakley Marks is without Plaintiffs' permission or authority and in total disregard of Plaintiffs' rights to control its trademarks.

46. Defendants' activities are likely to lead to and result in confusion, mistake or deception, and are likely to cause the public to believe that Plaintiffs have produced, sponsored, authorized, licensed or are otherwise connected or affiliated with Defendants' commercial and business activities, all to the detriment of Plaintiffs.

47. Upon information and belief, Defendants' acts are deliberate and intended to confuse the public as to the source of Defendants' goods or services and to injure

Plaintiffs and reap the benefit of Plaintiffs' goodwill associated with the Ray-Ban Marks and Oakley Marks.

48. As a direct and proximate result of Defendants' infringing activities, Plaintiffs have been injured and will continue to suffer injury to their businesses and reputations unless Defendants are restrained by this Court from infringing Plaintiffs' trademarks.

49. Plaintiffs have no adequate remedy at law.

50. In light of the foregoing, Plaintiffs are entitled to injunctive relief prohibiting Defendants from using the Ray-Ban Marks and Oakley Marks, or any marks identical and/or confusingly similar thereto, for any purpose, and to recover from Defendants all damages, including attorneys' fees, that Plaintiffs have sustained and will sustain as a result of such infringing acts, and all gains, profits and advantages obtained by Defendants as a result thereof, in an amount not yet known, as well as the costs of this action pursuant to 15 U.S.C. § 1117(a), attorneys' fees and treble damages pursuant to 15 U.S.C. § 1117(b), and/or statutory damages pursuant to 15 U.S.C § 1117(c).

COUNT II

(False Designation of Origin and False Advertising, 15 U.S.C. § 1125(a))

51. Plaintiffs incorporate herein by reference the averments of the preceding paragraphs as though fully set forth herein.

52. Defendants' infringing activities, as set forth above, are likely to cause confusion, mistake, or deception, or to deceive consumers as to the source, origin, affiliation, association, or sponsorship of Plaintiffs' goods and services or Defendants' goods and services and falsely mislead consumers into believing that Defendants' products originate from Plaintiffs; are affiliated or connected with Plaintiffs; or are licensed, sponsored, authorized, approved by, or sanctioned by Plaintiffs; or that Plaintiffs control the quality of Defendants' products.

53. Defendants' use of the Ray-Ban Marks and Oakley Marks is without Plaintiffs' permission or authority and in total disregard of Plaintiffs' rights.

54. Plaintiffs have been irreparably damaged by Defendants' unfair competition and misuse of the Ray-Ban Marks and Oakley Marks.

55. Plaintiffs have no adequate remedy at law.

56. Defendants' egregious conduct in selling infringing merchandise is willful and intentional.

57. In light of the foregoing, Plaintiffs are entitled to injunctive relief prohibiting Defendants from using the Ray-Ban Marks and Oakley Marks, or any trademarks identical and/or confusingly similar thereto, and to recover all damages, including attorneys' fees, that Plaintiffs have sustained and will sustain, and all gains, profits and advantages obtained by Defendants as a result of their infringing acts alleged above in an amount not yet known, and the costs of this action.

COUNT III

(Trademark Infringement Under Indiana Common Law)

58. Plaintiffs incorporate herein by reference the averments of the preceding paragraphs as though fully set forth herein.

59. Plaintiffs own all rights, title, and interest in and to the Ray-Ban Marks and Oakley Marks, including all common law rights in such marks.

60. Defendants, without authorization from Plaintiffs, have used spurious designations that are identical to, or substantially indistinguishable from, the Ray-Ban Marks and Oakley Marks.

61. The foregoing acts of Defendants are intended to cause, have caused, and are likely to continue to cause confusion, mistake, and deception among consumers, the public, and the trade as to whether Defendants' Counterfeit Products originate from, or are affiliated with, sponsored by, or endorsed by Plaintiffs.

62. Upon information and belief, Defendants have acted with knowledge of Plaintiffs' ownership of the Ray-Ban Marks and Oakley Marks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized thereby.

63. Defendants' acts constitute trademark infringement in violation of the common law of the State of Indiana.

64. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which they are not in law or equity entitled.

65. Upon information and belief, Defendants will continue their infringing acts, unless restrained by this Court.

66. Defendants' acts have damaged and will continue to damage Plaintiffs, and Plaintiffs have no adequate remedy at law.

67. The conduct herein complained of was extreme, outrageous, and was inflicted on Plaintiffs in reckless disregard of Plaintiffs' rights. Said conduct was in bad faith, harmful to Plaintiffs and as such supports an award of exemplary, and punitive damages in an amount sufficient to punish and make an example of Defendants, and to deter them from similar such conduct in the future.

68. In light of the foregoing, Plaintiffs are entitled to injunctive relief prohibiting Defendants from infringing the Ray-Ban Marks and Oakley Marks, and to recover all damages, including attorneys' fees, that Plaintiffs have sustained and will sustain, and all gains, profits and advantages obtained by Defendants as a result of their infringing acts alleged above in an amount not yet known, and the costs of this action.

COUNT IV

(Unfair Competition Under Indiana Common Law)

69. Plaintiffs incorporate herein by reference the averments of the preceding paragraphs as though fully set forth herein.

70. The foregoing acts of Defendants constitute unfair competition in violation of the common law of the State of Indiana.

71. Upon information and belief, Defendants have made and will continue to make substantial profits and gains to which it is not in law or equity entitled.

72. Upon information and belief, Defendants will continue their infringing acts, unless restrained by this Court.

73. Defendants' acts have damaged and will continue to damage Plaintiffs, and Plaintiffs have no adequate remedy at law.

74. The conduct herein complained of was extreme, outrageous, and was inflicted on Plaintiffs in reckless disregard of Plaintiffs' rights. Said conduct was in bad faith, harmful to Plaintiffs and as such supports an award of exemplary, and punitive damages in an amount sufficient to punish and make an example of Defendants, and to deter them from similar such conduct in the future.

75. In light of the foregoing, Plaintiffs are entitled to injunctive relief prohibiting Defendants from infringing the Ray-Ban Marks and Oakley Marks, and to recover all damages, including attorneys' fees, that Plaintiffs have sustained and will sustain, and all gains, profits and advantages obtained by Defendants as a result of their infringing acts alleged above in an amount not yet known, and the costs of this action.

COUNT V

(Unjust Enrichment)

76. Plaintiffs incorporate herein by reference the averments of the preceding paragraphs as though fully set forth herein.

77. The acts complained of above constitute unjust enrichment of Defendants at Plaintiffs' expense, in violation of the common law of the State of Indiana.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendants as follows:

A. Finding that: (i) Defendants have violated Section 32 of the Lanham Act (15 U.S.C. § 1114) and Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)); and Section 43(d) of the Lanham Act (15 U.S.C. § 1125(d)); (ii) Defendants have committed unfair competition and deceptive trade practices under Indiana state and common law; and (iii.) Defendants have been unjustly enriched in violation of Indiana common law;

B. Granting an injunction, preliminarily and permanently restraining and enjoining Defendants, their respective officers, agents, employees, and attorneys, and all those persons or entities in active concert or participation with them from:

1. manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling Counterfeit Products and/or any other products that bear the Ray-Ban Marks and Oakley Marks, or any other marks confusingly similar thereto;

2. engaging in any other activity constituting unfair competition with Plaintiffs, or acts and practices that deceive consumers, the public, and/or trade, including without limitation, the use of designations and design elements associated with Plaintiffs;

3. engaging in any other activity that will dilute the distinctiveness of the Ray-Ban Marks and Oakley Marks;

4. committing any other act which falsely represents or which has the effect of falsely representing that the goods and services of Defendants are licensed by, authorized by, offered by, produced by, sponsored by, or in any other way associated with Plaintiffs;

5. assisting, aiding or attempting to assist or aid any other person or entity in performing any of the prohibited activities referred to in the paragraphs above.

C. Entry of an ORDER directing Defendants to recall from any distributors and retailers and to deliver to Plaintiffs for destruction, or other disposition, all remaining inventory of the Counterfeit Products, in addition to any other goods that

infringe upon Plaintiffs' rights to the Ray-Ban Marks and Oakley Marks, including all advertisements, promotional and marketing materials therefore, as well as means of making same in its possession or under its control;

D. Entry of an ORDER directing Defendants to disclose their supplier(s) and manufacturer(s) of the Counterfeit Products and provide all documents, correspondence, receipts, and invoices associated with the purchase of the Counterfeit Products;

E. Entry of an ORDER for an accounting by Defendants of all gains, profits, and/or advantages derived from its infringing acts;

F. Entry of an ORDER directing Defendants to file with this Court and serve on Plaintiffs within ten (10) days after entry of the injunction a report in writing, under oath setting forth in detail the manner and form in which Defendants have complied with the injunction;

G. For an assessment of the damages suffered by Plaintiffs, trebled, and an award of all profits that Defendants have derived from using the Ray-Ban Marks and Oakley Marks, trebled, as well as costs and attorneys' fees to the full extent provided for by Section 35 of the Lanham Act; alternatively, that Plaintiffs be awarded statutory damages pursuant to 15 U.S.C. § 1117 of up to \$2 million per trademark counterfeited and infringed, per type of good;

H. Awarding Plaintiffs actual and punitive damages to which it is entitled under applicable federal and state laws;

I. Awarding Plaintiffs their costs, attorneys fees, investigatory fees, and expenses to the full extent provided by the Lanham Act and/or Indiana state and common law;

J. Awarding Plaintiffs pre-judgment and post-judgment interest on any monetary award made part of the judgment against Defendants; and

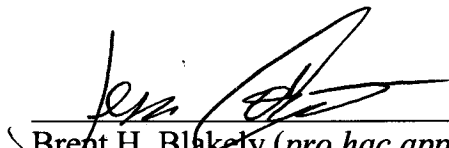
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K. Awarding Plaintiffs such additional and further relief as the Court deems just and proper.

February 21, 2018

Respectfully Submitted,
BLAKELY LAW GROUP




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DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs Luxottica Group S.p.A. and Oakley, Inc. request a trial by jury in this matter.

February 21, 2018

Respectfully Submitted,
BLAKELY LAW GROUP



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