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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

IFEDOO ENIGWE
PLAINTIFF,
v.
AMAZON.COM, INC.,
AND AUTHOR SOLUTIONS
INC OF DELAWARE, A/K/A
AUTHORHOUSE,
DEFENDANTS.

CASE NO. 21 - 453

FILED MCL
CLERK U.S. DISTRICT COURT
DISTRICT OF DELAWARE
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COMPLAINT

This is a complaint against Amazon.Com, Inc. of Delaware and Author Solutions Inc, of Delaware, a/k/a Authorhouse, for copyright infringement and counterfeiting of Plaintiff's work titled "Mixed Blessings."

PARTIES

1. Ifedoo Enigwe is a citizen of Pennsylvania and domiciled in Philadelphia, Pennsylvania with a mailing address of 7710 Gilbert Street, Philadelphia, PA 19150. Amazon.Com, Inc. is a Delaware Corporation, domiciled and registered in the state of Delaware, with office at 125 Little Falls Drive, City of Wilmington, County of New Castle, State of Delaware 19808. Author Solutions Inc., a/k/a Authorhouse, is a Delaware Corporation with business address at 1663 Liberty Drive, Suite 200, Bloomington, Indiana 47403.

JURISDICTION OF THIS COURT

2. The Federal Court has the jurisdiction to hear this matter pursuant to the diversity of citizenship under Title 28 U.S.C., Section 1332 and Title 17 U.S.C., Section 501 et seq. Venue is also proper in this Court because each defendant is incorporated in the State of Delaware pursuant to 28 U.S.C., Section 1400(b).

FACTS OF THE CASE

3. In or around January of 2006, Plaintiff and Defendant Author Solutions, Inc., a/ka/ Authorhouse agreed, after a court settlement, *inter alia*, that “we [Authorhouse] will maintain the ‘live’ state of your book, Mixed Blessings, *for one more year (from the date of acceptance)* and then turn over the electronic version to you.”

4. On March 3, 2018 Plaintiff received an email from Authorhouse requesting information about Taxpayer Identification Number (TIN), and on March 1, 2021, Plaintiff received a check of two dollars and sixteen cents (\$2.16) from Defendant Authorhouse.

5. On January 18, 2020, Defendant, Amazon.Com, Inc., printed a copy of Mixed Blessings and sold it from its online sales platform.

6. On February 20, 2021, Defendant, Amazon.Com, Inc., printed a copy of Mixed Blessings and sold it from its online sales platform.

7. Plaintiff’s agreement with Author Solutions, Inc., a/k/a Authorhouse, to access the book, Mixed Blessings, ended in or around January of 2007, therefore, Author Solutions, a/k/a Authorhouse has no right to print or sell Mixed Blessings from that date forward.

8. Plaintiff has never entered into any agreement with Amazon.Com, Inc., to print or sell Mixed Blessings.

FIRST CAUSE OF ACTION
(COPYRIGHT INFRINGEMENT)

9. Plaintiff hereby re-alleges and incorporates the allegations set forth in paragraph 1 to 8 above as is fully set forth herein.

10. Plaintiff is the rightful owner of the book, Mixed Blessings, and has a registered copyright on it from the United States Copyright office.

11. Plaintiff's agreement with Defendant Authorhouse to print and sell his book expired in or around January 2007, and as such their continuation of printing and selling the book past 2007 constitutes a willful infringement on Plaintiff's copyright.

12. Plaintiff has never entered any agreement with Defendant Amazon.com, Inc., to print and sell his book, and as such their printing and selling the book through their online platform constitutes a willful infringement on Plaintiff's copyright.

13. Because the defendants, individually, violated Plaintiff's rights to his intellectual property, despite knowing fully well that they were doing so, warrants that they be found in violation as such.

SECOND CAUSE OF ACTION
(COUNTERFEITING)

14. Plaintiff hereby re-alleges and incorporates the allegations set forth in paragraph 1 to 8 above as is fully set forth herein.

15. Defendant Amazon.com, Inc., knew fully well that it is not the original publisher of the book, Mixed Blessings, and has no authority granted it by the rightful owner of the copyrighted work to print and sell the book, as such by printing and selling the book, it has willfully committed counterfeiting in violation of the law.

16. Defendant Author Solutions, a/k/a Authorhouse, knew fully well that it is no longer authorized to print and sell the book, Mixed Blessings, as such by printing and selling the book, it has willfully committed counterfeiting in violation of the law.

RELIEF REQUESTED

17. For its willful violation of the copyright infringement rights of Plaintiff, Defendant Authorhouse is requested to pay Plaintiff the sum of \$150,000.

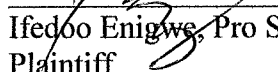
18. For its willful violation of the copyright infringement rights of Plaintiff, Defendant Amazon.com, Inc., is requested to pay Plaintiff the sum of \$300,000 for two times that Plaintiff is aware it printed and sold Plaintiff's copyrighted book.

19. For its willful violation of the counterfeit laws, Defendant Authorhouse is requested to pay Plaintiff the sum of \$2,000,000.

20. For its willful violation of the counterfeit laws, Defendant Amazon.Com, Inc, is requested to pay the sum of \$4,000,000 for two times that Plaintiff is aware it printed Plaintiff's book.

WHEREFORE, Plaintiff respectfully prays.

Respectfully Submitted:



Ifedoo Enigwe, Pro Se
Plaintiff

Dated: March 23, 2021.