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11 JANGLE VISION, LLC

12 **UNITED STATES DISTRICT COURT**

13 **CENTRAL DISTRICT OF CALIFORNIA**

14 JANGLE VISION, LLC., a California  
15 limited liability company,

16 Plaintiff,

17 vs.

18 ALEXANDER WANG  
19 INCORPORATED, a Delaware  
20 Corporation; ALEXANDER WANG, an  
21 individual; and DOES 1 through 10,  
22 inclusive

23 Defendants.

24 **Case No. 2:21-cv-06627**

25 **COMPLAINT FOR:**

- 26 **1. COPYRIGHT INFRINGEMENT**
- 27 **UNDER 17 U.S.C. § 101, etc.;**
- 28 **2. UNFAIR COMPETITION**
- UNDER CAL. BUS. & PROF.**
- CODE § 17200);**

**JURY TRIAL DEMANDED**

1 Plaintiff Jangle Vision, LLC (“Plaintiff” or “Jangle Vision”), by and through  
2 its attorneys, hereby alleges as follows:

3 **PARTIES**

4 1. Plaintiff is, and at all times pertinent to this action has been, a limited  
5 liability company duly organized and existing under the laws of the State of  
6 California, and having its principal place of business at 225 S. Gale Drive # B,  
7 Beverly Hills, California 90211.

8 2. Plaintiff is informed and believes, and on that basis alleges, that  
9 defendant Alexander Wang Incorporated (“AWI”) is, and at all times pertinent to  
10 this action has been, a foreign corporation duly organized and existing under the  
11 laws of the State of Delaware with a place of business at 386 Broadway, Third  
12 Floor, New York, New York 10013. Plaintiff is further informed and believes, and  
13 on that basis alleges, that AWI is an internationally recognized designer of upscale,  
14 high fashion apparel and accessories, including luxury hand bags, and is the owner  
15 and operator of upscale retail stores and store-in-stores under the brand name  
16 “Alexander Wang.” At all times material hereto, AWI has operated its Instagram  
17 page at the URL: [www.Instagram.com/alexanderWangNY](http://www.Instagram.com/alexanderWangNY) and has operated its  
18 Facebook page at the URL: [www.Facebook.com/AlexanderWangNY](http://www.Facebook.com/AlexanderWangNY).

19 3. Plaintiff is informed and believes, and on that basis alleges, that  
20 defendant Alexander Wang (“Mr. Wang”) is an individual and resident of the State  
21 of New York. Plaintiff is further informed and believes, and on that basis alleges,  
22 that Mr. Wang is a world famous fashion designer and the Co-Founder, Chairman,  
23 and Creative Director of AWI. At all times material hereto, Mr. Wang has operated  
24 his Instagram page at the URL: [www.Instagram.com/alexwangny](http://www.Instagram.com/alexwangny). (AWI and Mr.  
25 Wang will sometimes be referred to collectively as “Defendants.”)

26 4. Plaintiff is currently ignorant of the true names and capacities, whether  
27 individual, corporate, associate, or otherwise, of the defendants sued herein under  
28 the fictitious names DOES 1 through 10, inclusive, and therefore sues such

1 defendants by such fictitious names. Plaintiff will amend this complaint to allege  
2 the true names and capacities of said fictitiously named defendants when their true  
3 names and capacities have been ascertained. Plaintiff is informed and believes and  
4 thereon alleges that each of the fictitiously named “DOE” defendants are legally  
5 responsible in some manner for the events and occurrences alleged herein, and for  
6 the damages suffered by Plaintiff.

7 5. Plaintiff is informed and believes, and on that basis alleges, that all  
8 defendants, including the fictitious DOE defendants, were at all relevant times  
9 acting as actual agents, captive agents or brokers, conspirators, ostensible agents,  
10 partners, brokers and/or joint venturers, and/or employees of all other defendants,  
11 and that all acts alleged herein occurred within the course and scope of said agency,  
12 employment, partnership, joint venture, conspiracy and/or enterprise, and with the  
13 express and/or implied permission, knowledge, consent, authorization, and  
14 ratification of their co-defendants; however, this allegation is pleaded as an  
15 alternative theory wherever not doing so would result in a contradiction with other  
16 allegations.

17 6. Plaintiff is informed and believes and on that basis alleges that, at all  
18 times herein mentioned, there was a unity of interest and ownership between Mr.  
19 Wang and AWI such that the individuality and separateness between them ceased  
20 to exist if in fact it ever existed; Mr. Wang used assets of AWI for his own  
21 purposes, and assets of AWI and Mr. Wang were otherwise commingled; at all  
22 relevant times, Mr. Wang controlled AWI; Mr. Wang used AWI as a vehicle for  
23 conducting his personal business; and Mr. Wang so managed and controlled AWI  
24 that it would sanction fraud and promote injustice if he were not held responsible  
25 for the obligations of AWI.

### 26 **JURISDICTION AND VENUE**

27 7. This is an action for federal copyright infringement under 17 U.S.C. §§  
28 101 *et seq.*, and unfair competition under California Business and Professions Code

1 §§ 17200 *et seq.*

2 8. This Court has jurisdiction over the subject matter of this lawsuit  
3 pursuant to, *inter alia*, 28 U.S.C. § 1331 and 1338(a).

4 9. This Court has diversity jurisdiction pursuant to 28 U.S.C. § 1332  
5 because Jangle Vision and the Defendants are citizens of different states and the  
6 amount in controversy exceeds \$75,000, exclusive of costs and interest.

7 10. This Court has supplemental jurisdiction over the state law claims  
8 pursuant to 28 U.S.C. § 1367(a).

9 11. This Court has personal jurisdiction over the Defendants because they  
10 have systemic and continuous contacts with the State of California, including by  
11 having formed businesses that serve and target customers who reside in the State of  
12 California. Further, Defendants have committed acts of copyright infringement,  
13 and the other acts complained of herein, in this judicial district. Venue is proper in  
14 the Central District under 28 U.S.C. § 1391(b)(2) and (d).

15 **FACTUAL ALLEGATIONS**

16 12. Jangle Vision is a multi-faceted art and design house focusing on the  
17 intersection of art and design in real world and technical applications, based in  
18 Beverly Hills, California. Claudia D. Messica, aka Claudia Diroma (hereinafter  
19 “Ms. Diroma”), is Plaintiff’s Managing Member, Creator, and artistic driving force.

20 13. Commencing in or around 2015, and continuing thereafter, Ms.  
21 Diroma created a series of original, visually arresting, highly distinctive two-  
22 dimensional drawings, animated video clips and related graphical works depicting  
23 androgynous-presenting female characters that are readily distinguishable and  
24 immediately identifiable by, among other details, the lithe, angular shape of their  
25 bodies and their skin-tight full body suits or “skins” in pink, blue, black and red,  
26 revealing only their eyes and mouth through openings in the face of the skin. Each  
27 skin color is symbolic of the changing chameleon-like “skins” that women, out of  
28 necessity or social pressure, take on in their daily lives. Each colored skin

1 represents a different totem within the Jangle Vision brand. (These works will be  
2 referred to collectively as the “Jangle Vision Twins.”) The Jangle Vision Twins are  
3 original to Ms. Diroma and are copyrightable subject matter. Representative  
4 images of the Jangle Vision Twins are set forth herein below:



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14 14. On or about July 15, 2020, Ms. Diroma assigned all exclusive  
15 worldwide rights, title and interest in and to the Jangle Vision Twins, including the  
16 copyrights thereto, to Plaintiff. In 2020, Plaintiff obtained the following United  
17 States Copyright Registrations for works featuring the Jangle Vision Twins:

- 18 a. Plaintiff is the owner of United States Copyright Registration No. VA  
19 2-221-293 for its two-dimensional artwork entitled Jangle Vision  
20 Original Face Revised. The date of first publication of this registered  
21 work is June 30, 2017. The effective date of this registration is  
22 September 07, 2020. A copy of the United States Federal Copyright  
23 Certificate of Registration for this work is attached hereto as **Exhibit**  
24 **A**.
- 25 b. Plaintiff is the owner of United States Copyright Registration No. PA  
26 2-261-827 for its motion picture entitled Jangle Vision Video. The  
27 date of first publication of this registered work is April 3, 2018. The  
28 effective date of this registration is September 07, 2020. A copy of the

1 United States Federal Copyright Certificate of Registration for this  
2 motion picture is attached hereto as **Exhibit B**.

3 c. Plaintiff is the owner of United States Copyright Registration No. VA  
4 2-223-013 for its two-dimensional artwork entitled Jangle Twin Series.  
5 The date of first publication of this registered work is June 30, 2018.  
6 The effective date of this registration is September 07, 2020. A copy  
7 of the United States Federal Copyright Certificate of Registration for  
8 this work is attached hereto as **Exhibit C**.

9 15. On or around November 26, 2018, Ms. Diroma, submitted an online  
10 application to AWI for a position as a temporary graphic designer. Shortly  
11 thereafter, Ms. Diroma also entered an online contest to be authorized to  
12 photograph one of AWI's runway shows. In connection with these applications  
13 Ms. Diroma provided Defendants with links to the Jangle Vision website and a  
14 copy of her artistic portfolio, which included all of the artwork that Ms. Diroma had  
15 produced under the Jangle Vision brand through November 26, 2018, including  
16 collections of individual Jangle Vision Twins in different colored skins framed  
17 within circular structures. The circular shape was intentionally selected to visually  
18 communicate the differing environments within which women are framed during  
19 their daily lives, another core theme of the Jangle Vision brand that extends the  
20 symbolism of the different colored skins.

21 16. On or around December 4, 2018, Ms. Diroma was contacted via  
22 telephone by Juno Kim, a Talent Acquisition Consultant for Defendants. During  
23 their conversations, Mr. Kim confirmed that Defendants received a copy of Ms.  
24 Diroma's application and portfolio, told her that her work and résumé stood out  
25 from the other applicants, and inquired further regarding Ms. Diroma's interest in  
26 the available graphic designer position. The two discussed Ms. Diroma's  
27 professional background and salary requirements before Mr. Kim's focus  
28 eventually shifted to the Jangle Vision Twins, which he praised effusively.

1           17. During this conversation, which lasted one hour, Mr. Kim solicited  
2 information from Ms. Diroma regarding the Jangle Vision Twins and her  
3 inspiration for creating the characters. During this discussion Ms. Diroma  
4 explained to Mr. Kim that the twins, which she had been working on for nearly  
5 seven years, embodied her artistic alias and served as the central focus and face of  
6 Ms. Diroma’s creative outlet, the Jangle Vision brand. Ms. Diroma further  
7 explained that the different colored skins worn by the Jangle Vision Twins were  
8 designed to represent the Universal Woman, wearing many “skins” during her daily  
9 life and constituting different totems within the Jangle Vision brand.

10           18. At the conclusion of their conversation, Mr. Kim told Ms. Diroma that  
11 she needed to provide Defendants with additional character designs before her  
12 application could be considered by Defendants. Mr. Kim further instructed that  
13 Defendants were very difficult to please, and as such, these additional materials,  
14 which he requested should include a stand-alone page on Ms. Diroma’s website  
15 specifically tailored to Defendants and its design team. Mr. Kim also requested that  
16 the materials be transmitted to Defendants by email delivery to Mr. Kim through  
17 both his AWI and personal email addresses.

18           19. At no point did Mr. Kim ever inform Ms. Diroma that the submitted  
19 materials would be used by Defendants for any purpose other than to confidentially  
20 evaluate Ms. Diroma’s qualifications for the open designer position. Similarly, Ms.  
21 Diroma never provided Mr. Kim or anyone else at Defendants with approval for  
22 Defendants to utilize the submitted materials for any purpose other than to consider  
23 her qualifications for the position.

24           20. Wanting to make a good impression, Ms. Diroma did exactly what was  
25 requested, and on December 8, 2018, Ms. Diroma sent Mr. Kim an email  
26 containing the requested materials and a link to the Jangle Vision website, which  
27 had been specifically curated for Defendants. Responding to the special interest  
28 Mr. Kim had expressed in the Jangle Vision Twins, this specially curated content

1 prominently featured multiple images of the Jangle Vision Twins in the different  
2 colored skins and framed in circular environments as described in paragraph 15  
3 above, revealing the essence and the details of the Jangle Vision Twins Universal  
4 Woman concept and brand.

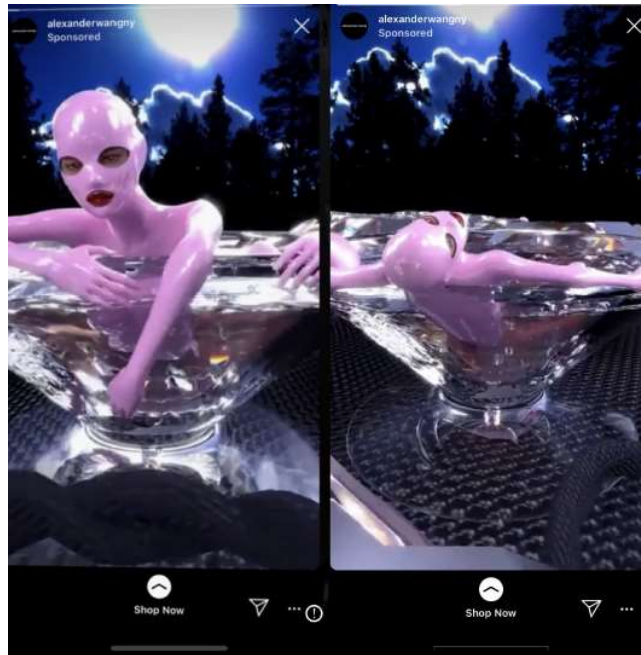
5 21. Shortly after transmitting the email, Ms. Diroma contacted Mr. Kim  
6 asking that he confirm his receipt of the submitted materials. Mr. Kim never  
7 responded to this inquiry. Similarly, neither Mr. Kim, nor any other representative  
8 from Defendants, ever contacted Ms. Diroma about the job or contest that she had  
9 applied for.

10 22. Having heard nothing at all from Defendants after her final submission  
11 of specially selected artwork to Defendants on December 8, 2018, Ms. Diroma was  
12 surprised to receive an automated notification from the LinkedIn system on July 1,  
13 2020, that Mr. Kim had viewed her LinkedIn profile. Then, several hours later on  
14 that same date, Ms. Diroma received multiple contacts from friends and associates  
15 familiar with her Jangle Vision Twins works, advising her that a video clip  
16 advertisement displaying 3D animated versions of the Jangle Vision Twins had  
17 been posted on Defendants' Instagram page – with approximately 5.4 million  
18 followers – promoting Defendants' line of luxury, high priced “rhinestone”  
19 designer hand bags. Each hand bag in the Defendants' rhinestone product line is  
20 distinguished by the exterior of the bag being completely covered with affixed  
21 rhinestones.

22 23. The advertisement consists of an approximately twenty-second long  
23 video featuring two androgynous-presenting, lithe female characters, each of whom  
24 is clad in a pink “skin” with only the eyes and mouth visible through openings in  
25 the face of the skin. Like the materials submitted by Ms. Diroma, the female  
26 characters in the Defendants' advertisement were framed within circular  
27 environments. Specifically, they were depicted lounging in a round martini-glass-  
28 shaped pool. These animated characters are unmistakably based on, derivative of



1 and flagrantly infringe the copyrighted Jangle Vision Twins. (These infringing  
2 reproductions of the Jangle Vision Twins will be referred to collectively as the  
3 “Infringing Characters.”) As the ad continues, the camera pans out to reveal  
4 additional Infringing Characters lounging in similar circular pools. The animated  
5 display progressively evolves to reveal that the pools populated by Infringing  
6 Characters are not pools at all, but rather, are individual rhinestones on the  
7 advertised rhinestone hand bag. A representative image from Defendant’s  
8 Instagram ad, posted July 1, 2020 and currently available through Defendant’s  
9 Instagram page, is set forth herein below:



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20 24. Ms. Diroma also discovered that the above-described advertisement  
21 was posted on July 1, 2020, to Defendants’ Facebook page, which is followed by  
22 approximately 830,000 people.

23 25. Moreover, Mr. Wang posted the same advertisement to his personal  
24 Instagram account, which has approximately 435,000 followers.

25 26. Thereafter, on July 2, 2020, Ms. Diroma discovered that a second  
26 advertisement featuring Infringing Characters was posted by Defendants’ Instagram  
27 page. Like the first advertisement, the second advertisement was a video clip,  
28 which prominently featured Infringing Characters framed lounging within circular

1 martini-glass-shaped pools which were revealed to be rhinestones on Defendants’  
2 hand bag. (This advertisement and the advertisement described in paragraph 23  
3 above will sometimes be referred to collectively herein as the “Infringing Ads.”) A  
4 representative image from this advertisement is set forth below:

5 /

6 /



20 27. The Infringing Ads continue to be presented to the public through  
21 Defendants’ social media platforms, which are accessed by tens of millions of  
22 individual consumers throughout the United States and throughout the world.

23 28. In addition to the Infringing Ads, Ms. Diroma also learned that  
24 Defendants presented the Infringing Characters in a series of targeted email  
25 advertisements. The first email, sent to Defendants’ customer database on July 1,  
26 2020, featured a still image of the advertisement identified in paragraph 26 above.  
27 A second email, sent to Defendants’ customer database on July 8, 2020, featured a  
28 view from the back of a lithe female figure clad in a black “skin” which clearly

1 evokes and infringes the Jangle Vision Twins characters, with Defendants’  
2 rhinestone bag draped over the character’s shoulder. Each of these blast email  
3 advertisements includes links which redirect potential customers to Defendants’  
4 website where they could purchase the identified bag. (These email campaigns will  
5 sometimes be referred to collectively as the “Infringing Emails.”)

6 29. Plaintiff is informed and believes, and on that basis alleges, that the  
7 Infringing Ads were also prominently displayed on “point of sale” video monitors  
8 and signage within Defendants’ retail stores and store-in-stores, both in the United  
9 States and throughout the world.

10 30. Plaintiff is informed and believes, and on that basis alleges, that prior  
11 to Defendants’ July 2020 launch of the massive online marketing campaign of the  
12 Infringing Ads and Infringing Emails promoting Defendants’ rhinestone hand bag  
13 line, Defendants had been marketing, promoting and selling identical or  
14 substantially similar rhinestone studded luxury hand bags since not later than  
15 January 2020. Plaintiff is further informed and believes, and on that basis alleges,  
16 that after, and as a direct, proximate consequence of, the July 2020 launch and  
17 continuing presentation of the Infringing Ads and Infringing Emails, the sales of the  
18 Defendants’ rhinestone hand bags dramatically increased.

19 31. Plaintiff is informed and believes, and on that basis alleges, that from  
20 July 2020, through November 2020, Defendants expanded its line of rhinestone  
21 hand bags from two to seven distinct styles, at retail prices as high as \$1,895 per  
22 product. These additional styles were also offered in additional colors, each of  
23 which is included in the color palette of the Jangle Vision Twins disclosed by Ms.  
24 Diroma to Defendants in December 2018.

25 32. Plaintiff is informed and believes, and on that basis alleges, that  
26 Defendants further exploited the massive consumer interest in the rhinestone  
27 handbag line created by the Infringing Characters, the Infringing Ads and the  
28 Infringing Emails to add additional high-priced rhinestone-embedded products to

1 its product offerings. Before Defendants’ infringing ad campaign began in July  
2 2020, Defendants offered one rhinestone hand bag and one rhinestone embedded  
3 shoe design. Following the success of the infringing ad campaign, Defendants  
4 added the additional hand bag styles and colors alleged above, and also added satin  
5 pouches with rhinestone embedded handles, rhinestone knot earrings, and  
6 rhinestone embedded nylon pouches, slippers, sandals and bracelets. (These new  
7 product offerings will sometimes be referred to collectively as the “Spin-Off  
8 Products.”) Defendants’ advertising for the rhinestone sandals additionally infringe  
9 the Jangle Vision Twins by displaying a lithe female figure clad in a black “skin,”  
10 which itself evokes and infringes the Jangle Vision Twins, wearing the sandals,  
11 thereby evoking that design detail on the Jangle Vision Twins wearing black foot  
12 coverings.

13 33. Plaintiff is informed and believes, and on that basis alleges, that  
14 Defendants’ misappropriation of Plaintiff’s post-modern, universal, chameleon  
15 “Universal Woman” manifested in the Jangle Vision Twins and unlawfully copied  
16 in the Infringing Characters became the cornerstone of an entirely new branding  
17 concept for not only the rhinestone hand bag line and the Spin-Off Products, but for  
18 Defendants’ entire fashion apparel and accessory collection. Plaintiff is informed  
19 and believes, and on that basis alleges, that the keystone of Defendants’ brand  
20 building efforts was the social media campaign launched in July 2020 with the  
21 Infringing Ads and augmented with paid advertising on Instagram and Facebook  
22 incorporating the content from the Infringing Ads.

23 34. Plaintiff is informed and believes, and on that basis alleges, that a  
24 unique and uniquely valuable element of such online social media advertising to the  
25 advertiser is the wealth of data captured and analyzed by the media platforms about  
26 each unique visitor who views the given ad and is then tracked with each further  
27 visit. This data enables the advertiser to identify content that produces particularly  
28 strong responses, to target additional advertising to the interested consumers, to

1 tailor further advertising to reinforce and increase the consumer's interest in the  
2 advertiser's brand, and ultimately to convert the consumer's interest into product  
3 purchases. The system works like a funnel, and is successful to the extent that an  
4 advertisement with compelling, exciting, groundbreaking content is at the top of the  
5 funnel, drawing consumers into the funnel and then producing not only sales of the  
6 particular product featured in that ad, but all of the ancillary and extremely valuable  
7 benefits described above, including further product sales and brand enhancement.

8 35. Plaintiff is informed and believes, and on that basis alleges, that the  
9 Infringing Ads were the perfect vehicle to be at the top of the funnel. Plaintiff is  
10 further informed and believes, and on that basis alleges, that Defendants expended  
11 hundreds of thousands of dollars, or more, over more than one year in paid social  
12 media advertising featuring the Infringing Ads, Infringing Characters and other  
13 infringing content. This paid social media advertising has thereby reached over one  
14 billion users of the Facebook and Instagram platforms worldwide.

15 36. Plaintiff is informed and believes, and on that basis alleges, that as a  
16 direct, proximate consequence of all of the infringing activity alleged above,  
17 Defendants' overall product sales and brand recognition and value has increased by  
18 huge margins.

19  
20 **FIRST CLAIM FOR RELIEF**

21 **(Federal Copyright Infringement Under 17 U.S.C. §§ 101 et. seq.**

22 **- Against Defendants and DOES 1-10, Inclusive)**

23 37. Plaintiff re-alleges and incorporates here by this reference each of the  
24 allegations set forth in paragraphs 1 through 36 hereof, inclusive, as if fully set  
25 forth here.

26 38. Plaintiff is the owner of all worldwide right, title and interest in and to  
27 each and all of the several Jangle Vision Twins works, including the registered  
28 copyrights thereto.

1           39. Defendants had full and complete access to and knowledge of the  
2 Jangle Vision Twins, in that Defendants affirmatively solicited, sought out and  
3 received complete copies of all Jangle Vision Twins works from Ms. Diroma under  
4 the pretense of considering her for employment as a designer by AWI. Defendants  
5 have never been given any consent, permission, authorization or license from  
6 Plaintiff to use, display, create derivative works based on, or otherwise exploit the  
7 Jangle Vision Twins, or any component or element thereof.

8           40. Plaintiff is informed and believes, and on that basis alleges, that  
9 Defendants since July 2020 have knowingly, willfully and flagrantly infringed  
10 Plaintiff's copyrighted Jangle Vision Twins by creating, reproducing, publicly  
11 displaying and otherwise commercially exploiting the Infringing Characters in the  
12 Infringing Ads, the Infringing Emails and in other displays and uses, including by  
13 blast email delivery to Defendants' customer and prospect databases, continuous  
14 presentation on Defendants' multiple social media platforms, paid promotional  
15 displays on multiple social media platforms, and by other means and media  
16 throughout the United States and the world.

17           41. Plaintiff is informed and believes, and on that basis alleges, that  
18 Defendants have used and relied upon the Infringing Characters, the Infringing Ads  
19 and the Infringing Emails as the cornerstone and central component of their  
20 promotion, marketing and advertising of the Defendants' rhinestone line of  
21 exclusive, luxury hand bags. The signature design element of all of the rhinestone  
22 bags is a hand bag completely covered with affixed rhinestones. The Infringing  
23 Ads and Infringing Emails, by design, indelibly conflate and merge in the  
24 perception of the viewing consumer the highly distinctive, ultramodern, memorable  
25 Jangle Vision Twins images, unlawfully reproduced as the Infringing Characters,  
26 by displaying the Infringing Characters in pools, intentionally meant to invoke the  
27 same circular environment in which Ms. Diroma presented the Jangle Vision  
28 Twins, which morph via animation into a field of rhinestones, or which are

1 displayed in still images of a field of rhinestones with Infringing Characters visible  
2 in many of the rhinestones.

3 42. Plaintiff is informed and believes, and on that basis alleges, that the  
4 purposeful correlation and integration of the Jangle Vision Twins design with the  
5 rhinestone bag product line created by the Infringing Characters, the Infringing Ads  
6 and the Infringing Emails has directly, extensively, uniquely and unjustly increased  
7 Defendants' sales and profits from the rhinestone bag line.

8 43. Plaintiff is further informed and believes, and on that basis alleges,  
9 that, building on the popularity and success of the rhinestone bag line generated by  
10 Defendants' infringing misuse of the Infringing Characters, the Infringing Ads and  
11 the Infringing Emails, Defendants have added the Spin-Off Products, which have  
12 generated additional unjust sales and profits.

13 44. Defendants' acts of copyright infringement as alleged above were, and  
14 continue to be, willful, intentional and malicious.

15 45. As a direct, proximate and intended consequence of their creation of,  
16 and their massive, initial and ongoing publication and display of, the Infringing  
17 Characters, the Infringing Ads and the Infringing Emails, Defendants have realized  
18 unjust, unlawful and unfair revenues and profits, including sales of the rhinestone  
19 bags and of the Spin-Off Products, as well as enhanced consumer recognition and  
20 brand value of the Defendants' brand and associated good will. Plaintiff is entitled  
21 to disgorgement of Defendants' unjust profits and gains attributable to the  
22 infringement of the Jangle Vision Twins in an amount according to proof, but  
23 believed to be not less than \$75 million for U.S. sales alone.

24 46. In addition, Defendants' unauthorized publication of the Infringing  
25 Characters as alleged above throughout the U.S. and the world for over one year,  
26 and continuing, has directly and proximately injured and damaged Plaintiff by  
27 misappropriating the essence, the themes and the visual elements of the entire  
28 portfolio of Jangle Vision works, concept and brand, which have never previously

1 been commercially published or exploited by Plaintiff. By saturating social media  
 2 and other channels of communication with the Infringing Characters, the Infringing  
 3 Ads and the Infringing Emails, Defendants have interfered with and completely  
 4 preempted Plaintiff's plans and opportunities to commercially develop and exploit  
 5 the Jangle Vision Twins works and concept for Plaintiff's own account. Among  
 6 other negative, damaging consequences, Defendants' massive, ongoing publication  
 7 of the Infringing Characters has preempted and destroyed the market for Plaintiff to  
 8 sell the original Jangle Vision Twins works as well as limited edition prints, posters  
 9 and other reproductions of those previously unpublished works. Plaintiff has  
 10 suffered actual damages as a direct, proximate consequence of Defendants'  
 11 infringement in an amount according to proof, but believed to be not less than \$6  
 12 million.

13 47. Plaintiff is without an adequate remedy at law, and will suffer  
 14 irreparable harm and injury unless Defendants' acts of copyright infringement are  
 15 enjoined as prayed herein, in that Defendants threaten to and will, unless enjoined,  
 16 continue to infringe Plaintiff's copyrights and the amount of the economic harm  
 17 that will be suffered by Plaintiff from such continuing infringement will be  
 18 extremely difficult to ascertain.

### SECOND CLAIM FOR RELIEF

**(Unfair Competition [Cal. Bus. & Prof. Code, § 17200 *et. seq.*]**

**- Against All Defendants and DOES 1-10, Inclusive)**

22 48. Plaintiff hereby re-alleges and incorporates by reference each of the  
 23 allegations from paragraph numbers 1 through 36 and 38 through 44 hereof,  
 24 inclusive, as if fully set forth herein.

25 49. Section 17200 of the California Business and Professions Code  
 26 prohibits unfair competition, including any unlawful, unfair, or fraudulent business  
 27 act or practice.

28 50. Plaintiff is informed and believes, and on that basis alleges, that



1 Defendants have used and relied upon the Infringing Characters as the cornerstone  
2 and central component of their promotion, marketing and advertising of the  
3 rhinestone bag line and the Spin-Off Products, as well as the rebranding of  
4 Defendants' entire catalog of product offerings.

5 51. Plaintiff is informed and believes, and on that basis alleges, that the  
6 purposeful, unlawful correlation and integration of the Jangle Vision Twins design  
7 with the rhinestone bag line and spin-off rhinestone embedded products created by  
8 the Infringing Characters, the Infringing Ads, the Infringing Emails and other  
9 infringing advertising content, as well as Defendants' overall misappropriation and  
10 unlawful use of the proprietary, non-public Jangle Vision Twins concept, designs,  
11 themes, details and brand has directly, extensively and uniquely increased  
12 Defendants' sales and profits from the rhinestone bag line and Spin-Off Products,  
13 and further, has significantly enhanced the visibility, fame, value and popularity of  
14 Defendants' overall brand among the consumers exposed to Defendants' infringing  
15 publications. Defendants would not have obtained these benefits but for their  
16 improper, unfair, unlawful and infringing use and display of the Jangle Vision  
17 Twins.

18 52. Defendant's conduct constitutes acts of unfair competition in violation  
19 of California Business and Professions Code § 17200.

20 53. Pursuant to California Business & Professions Code § 17203, Plaintiff  
21 is entitled to preliminary and permanent injunctive relief ordering Defendants to  
22 cease this unfair competition, as well as restitution, including but not limited to  
23 disgorgement of all of Defendants' profits associated with this unfair competition,  
24 in an amount according to proof but believed to be not less than \$75 million.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff respectfully requests judgment as follows:

27 1. That Defendants be adjudged to have infringed upon Plaintiff's  
28 registered copyrights in the Jangle Vision Twins in violation of 17 U.S.C. § 106

1 and 508.

2 2. That Defendants and their agents, officers, directors, servants,  
3 employees, attorneys, successors and assigns, and all others in active concert or  
4 participation with Defendants be preliminarily and permanently enjoined from  
5 directly or indirectly infringing Plaintiff's copyrights in the Jangle Vision Twins .

6 3. That Defendants, and each of them jointly and severally, be ordered to  
7 disgorge to Plaintiff the unjust revenues and profits realized by Defendants as a  
8 direct and proximate consequence of Defendants' copyright infringement, in a sum  
9 according to proof, but believed to be not less than \$75 million.

10 4. That Plaintiff be awarded against Defendants, and each of them jointly  
11 and severally, the actual damages suffered by Plaintiff as a direct and proximate  
12 consequence of Defendants' copyright infringement, in a sum according to proof,  
13 but believed to be not less than \$6 million.

14 5. That Defendants, and each of them, be preliminarily and permanently  
15 enjoined against further acts of unfair competition as alleged herein, and be ordered  
16 to make restitution and disgorgement to Plaintiff of all of Defendants' profits  
17 associated with this unfair competition in an amount according to proof, but  
18 believed to be not less than \$75 million, pursuant to Cal. Bus. & Prof. Code §  
19 17203.

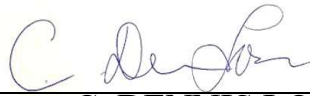
20 6. For costs of suit incurred herein, including reasonable attorneys' fees,  
21 as allowed by law;

22 7. For pre-judgment interest as allowed by law; and  
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1           8.     For such other, further and different relief as the Court may deem just  
2 and proper.

3  
4 DATED: August 16, 2021

BUCHALTER  
A Professional Corporation

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6  
7 By:   
8 C. DENNIS LOOMIS  
9 AARON LEVINE  
10 Attorneys for Plaintiff  
11 JANGLE VISION, LLC  
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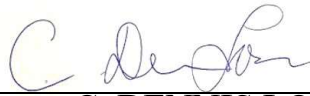
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**JURY DEMAND**

Plaintiff hereby demands a trial by jury of all claims triable by jury.

DATED: August 16, 2021

BUCHALTER  
A Professional Corporation

By:   
C. DENNIS LOOMIS  
AARON LEVINE  
Attorneys for Plaintiff  
JANGLE VISION, LLC