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9 Attorneys for Plaintiffs  
10 AMAZON.COM, INC.  
AMAZON TECHNOLOGIES, INC.

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA

13 AMAZON.COM, INC., a Delaware  
corporation, and AMAZON TECHNOLOGIES,  
14 INC., a Nevada corporation,  
15 Plaintiffs,

16 v.

17 UMER WASIM, an individual, TEKNOBYL  
DIGITAL LLC, a Wyoming limited liability  
company, MUHAMMAD USMAN KHAN, an  
18 individual, VTLOGODESIGN, INC., a Florida  
corporation, MK AFFILIATES, INC., a Florida  
corporation, ALI ALAM, an individual,  
19 DYNAMIC DIGITAL SOLUTIONS LLC, a  
Virginia limited liability company, MEHWASH  
20 MUNIR, an individual, ONE STOP  
COMPUTER SERVICES LLC, a Virginia  
limited liability company, MUHAMMAD  
21 ZUBAIR KHAN, an individual, TECHTURE  
INC., a California corporation, MUHAMMAD  
22 MUDASSAR ANWAR, an individual, TECH  
DRIVE PVT LLC, a New York limited liability  
23 company, ASHHAR RAWOOF, an individual,  
SMART STARTUP SOLUTIONS, LLC, an  
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Case No.

**COMPLAINT; DEMAND FOR JURY TRIAL**

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Illinois limited liability company, YASIR  
AGAR, an individual, MAVIA NIZAM, an  
individual, MUHAMMAD SHIRAZ  
QURESHI, an individual, AND  
DOES 1-11,

Defendants.

## I. INTRODUCTION

1  
2 1. Defendants run an international scam operation that deceives authors into paying  
3 for fraudulent and materially substandard services under the guise that they are affiliated with  
4 Amazon by using logos that are confusingly similar or nearly identical to Amazon’s distinctive  
5 trademarks. While Amazon has already taken swift action to shut down many of Defendants’  
6 websites, Defendants—at least ten individuals and eight entities—continue to register new  
7 domains in order to continue the scam. Through this lawsuit, Amazon aims to stop Defendants’  
8 scheme and hold them accountable for their unlawful activity.

9 2. Amazon provides popular services that allow millions of authors to pursue  
10 lucrative careers in writing. Amazon’s Kindle Direct Publishing (“KDP”) was launched in 2007  
11 to empower writers and diversify publishing. Through its self-publication tools, KDP has  
12 enabled millions of publishers and authors to reach new global audiences for their creative works  
13 in digital and print formats, while earning royalties of up to 70% of the list price on their titles  
14 and retaining the rights to their work. Amazon Publishing (“APub”), on the other hand, is  
15 Amazon’s in-house trade publisher of fiction, nonfiction, and children’s books. APub publishes  
16 emerging, bestselling, and critically-acclaimed authors in digital, print, and audio formats.

17 3. Defendants are a ring of individuals and entities, based in the United States and  
18 Pakistan, who operate a scam that preys on authors and induces them to purchase fraudulent  
19 services. Defendants recruit victims through websites that make extensive use of Amazon’s  
20 trademarks. Not only do Defendants’ websites confuse authors as to the websites’ affiliation,  
21 Defendants misrepresent their affiliation with Amazon, KDP, and APub, including by sending  
22 authors documents containing forged signatures of Amazon executives. Authors, believing they  
23 are working with Amazon, pay Defendants substantial sums of money, often thousands of  
24 dollars, for grossly inadequate or non-existent services. Although some defrauded authors  
25 manage to obtain refunds from Defendants, many do not. Defendants’ conduct is egregious and

1 purposeful. Defendants have caused significant harm to the author and publisher community, as  
2 well as to Amazon’s reputation and the goodwill it has developed with this community.

3 **II. PARTIES**

4 4. Amazon.com, Inc. (with Amazon Technologies, “Amazon”) is a Delaware  
5 corporation with its principal place of business in Seattle, Washington.

6 5. Amazon Technologies, Inc. (“Amazon Technologies”) is a Nevada corporation  
7 with its principal place of business in Seattle, Washington. Amazon Technologies is a subsidiary  
8 of Amazon.com, Inc., and is the registered owner of certain intellectual property rights  
9 associated with Amazon and affiliated businesses, including the trademarks described herein.

10 6. Umer Wasim (“Wasim”) is an individual residing in West Fargo, ND.

11 7. Teknoby1 Digital LLC (“Teknoby1”) is a Wyoming limited liability company  
12 registered at an address in Sheridan, WY. Defendant Wasim is the organizer of Teknoby1.

13 8. Muhammad Usman Khan (“MU Khan”) is an individual, on information and  
14 belief, residing in Pakistan, who has represented himself as residing in Fairfax, VA.

15 9. VTLogodesign, Inc. (“VTL”) is a Florida corporation registered at an address in  
16 Lake Mary, FL. Defendant MU Khan is the incorporator and president of VTL.

17 10. MK Affiliates, Inc. (“MKA”) is a Florida corporation registered at an address in  
18 Orlando, FL. Defendant MU Khan is the incorporator and sole officer of MKA.

19 11. Ali Alam (“Alam”) is an individual residing in Ashburn, VA.

20 12. Dynamic Digital Solutions LLC (“DDS”) is a Virginia limited liability company  
21 registered at an address in Ashburn, VA. Defendant Alam is the organizer and a member or  
22 manager of DDS.

23 13. Mehwash Munir (“Munir”) is an individual residing in Ashburn, VA.

24 14. One Stop Computer Services LLC (“OSCS”) is a Virginia limited liability  
25 company registered at an address in Ashburn, VA. Defendant Alam was the initial registered

1 agent and a member or manager of OSCS. Defendant Munir is the current registered agent for  
2 OSCS. Alam and Munir are co-owners of OSCS. Alam filed fictitious name certificates for  
3 OSCS identifying the names “VT Logo Design,” and “MK Affiliate.”

4 15. Muhammad Zubair Khan (“MZ Khan”) is an individual residing in Los Angeles,  
5 CA.

6 16. Tecture Inc. (“TI”) is a California corporation registered at an address in Los  
7 Angeles, CA. Defendant MZ Khan is the Chief Executive Officer and sole officer of TI.

8 17. Muhammad Mudassar Anwar (“Anwar”) is an individual residing in Scarsdale,  
9 NY.

10 18. Tech Drive Pvt LLC (“TD”) is a New York limited liability company registered at  
11 an address in Scarsdale, NY. Defendant Anwar is the organizer of TD.

12 19. Ashhar Rawoof (“Rawoof”) is an individual residing in Houston, TX.

13 20. Smart Startup Solutions, LLC (“SSS”) is an Illinois limited liability company  
14 registered at an address in Chicago, IL. Defendant Rawoof is the sole manager of SSS, which  
15 has been involuntarily dissolved.

16 21. Yasir Agar (“Agar”) is an individual residing in Pakistan. On information and  
17 belief, Defendant Agar is or was an employee of SSS.

18 22. Mavia Nizam (“Nizam”) is an individual residing in Pakistan.

19 23. Muhammad Shiraz Qureshi (“Qureshi”) is an individual residing in Pakistan.

20 24. Defendant Does 1-11 are unknown individuals and/or entities doing business as  
21 Web Design Stop (“WDS”), TMAZ Services Digital (“TMAZ”), Atlas Technologies (“AT”) and  
22 registering and operating the infringing websites described in Section IV as Subject Websites 6,  
23 8, 9, 10, 19, 22, 23, and 25.

1 **III. JURISDICTION**

2 25. This Court has jurisdiction over this action under 28 U.S.C. § 1331 (federal  
3 question jurisdiction), 28 U.S.C. § 1338(a) (jurisdiction over trademark), and 15 U.S.C § 1121(a)  
4 because this action arises under the Lanham Act, 15 U.S.C. §§ 1051, *et seq.*

5 26. The Court also has subject matter jurisdiction under 28 U.S.C § 1332 because this  
6 action is between citizens of different states and the amount in controversy exceeds \$75,000,  
7 exclusive of interest and costs. The amount in controversy includes reputational damages to  
8 Amazon, Amazon’s costs of investigation and attorneys’ fees associated with this dispute,  
9 disgorgement of Defendants’ profits from their tortious activities, and statutory damages.

10 27. The Court has personal jurisdiction over Defendants, all of whom have conducted  
11 business activities in and directed to California. At all times material to the allegations herein,  
12 Defendants did business directed to California, and operated infringing websites that listed  
13 business addresses in Santa Clara County, California.

14 28. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a  
15 substantial part of the events giving rise to the claims occurred in the Northern District of  
16 California.

17 29. This case is properly assigned on a District-wide basis pursuant to Civil L.R. 3-  
18 2(c) because it arises out of Defendants’ infringement of Amazon’s intellectual property rights.

19 **IV. FACTS**

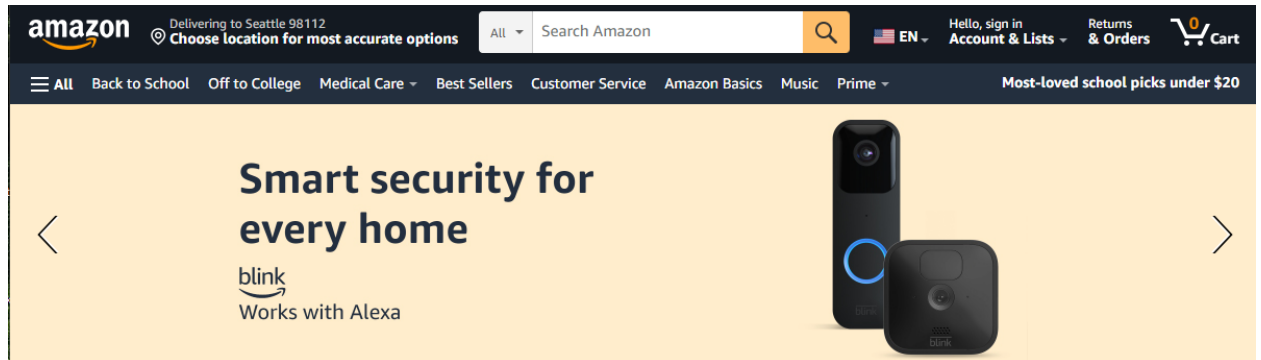
20 **A. Amazon**

21 30. Amazon owns and operates the website at Amazon.com. **Figure 1**<sup>1</sup> below is a  
22 screenshot of Amazon.com. The upper left corner of the site features—and has featured during  
23 the entire period relevant to this lawsuit—a trademarked Amazon logo consisting of the word  
24

25 <sup>1</sup> Image captured from amazon.com on 8/11/2023.

1 “amazon” in white text, under which appears an orange arrow in the shape of a smile. The color  
2 scheme of Amazon.com is white, Smile Orange (orange), black, and Squid Ink (dark blue).

3 **Figure 1.**

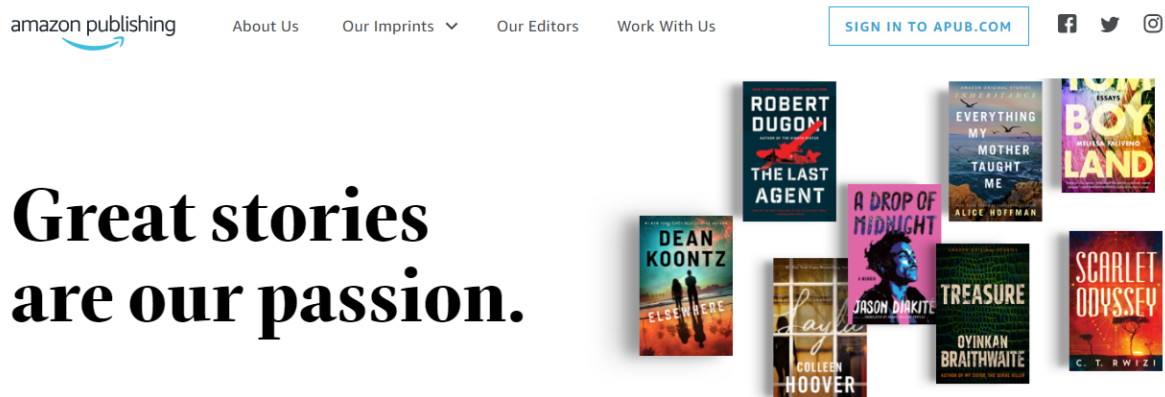


10 **1. Amazon Publishing (“APub”)**

11 31. Amazon Publishing (“APub”) was founded in 2009. Since its founding, APub has  
12 helped over a hundred authors (and counting) reach more than one million readers, and over a  
13 thousand authors earn more than \$50,000 from their writing. APub authors have received more  
14 than 450 award nominations. APub’s editors acquire fiction, nonfiction, young adult, and  
15 children’s titles through 17 imprints in the US, 5 in the UK, and 5 in Germany. APub negotiates  
16 terms with the author which grant APub the right to publish, market, and distribute the author’s  
17 book in exchange for a flat fee payment or royalties from the book’s sales. Leveraging  
18 Amazon’s drive for innovation and passion for books, APub merges technology and art to  
19 support its authors. APub’s editorial, sales, marketing, publicity, design, production, user  
20 research, product innovation, author services, and software engineering teams innovate to help  
21 authors share their stories with a global audience and deliver a high-impact, diverse selection of  
22 titles for readers and listeners to enjoy.

23 32. APub advertises and operates the website at [amazonpublishing.amazon.com](https://amazonpublishing.amazon.com). *See*  
24 **Figure 2, below.**<sup>2</sup>

25 <sup>2</sup> Image captured from [amazonpublishing.amazon.com](https://amazonpublishing.amazon.com) on 7/25/2023.

1 **Figure 2.**

## 2. Kindle Direct Publishing (KDP)

33. Amazon's Kindle Direct Publishing ("KDP") service allows authors to self-publish books in print and digital formats for free and reach millions of readers in over a dozen Amazon marketplaces and 175 countries. KDP has helped millions of authors reach new readers and pursue careers in self-publishing. KDP self-published authors have won numerous awards, including the Romance Writers of America RITA Award, the highest award of distinction in romance fiction. More than 269,000 people follow Amazon's KDP Facebook page and more than 78,800 people follow Amazon's KDP Twitter feed.

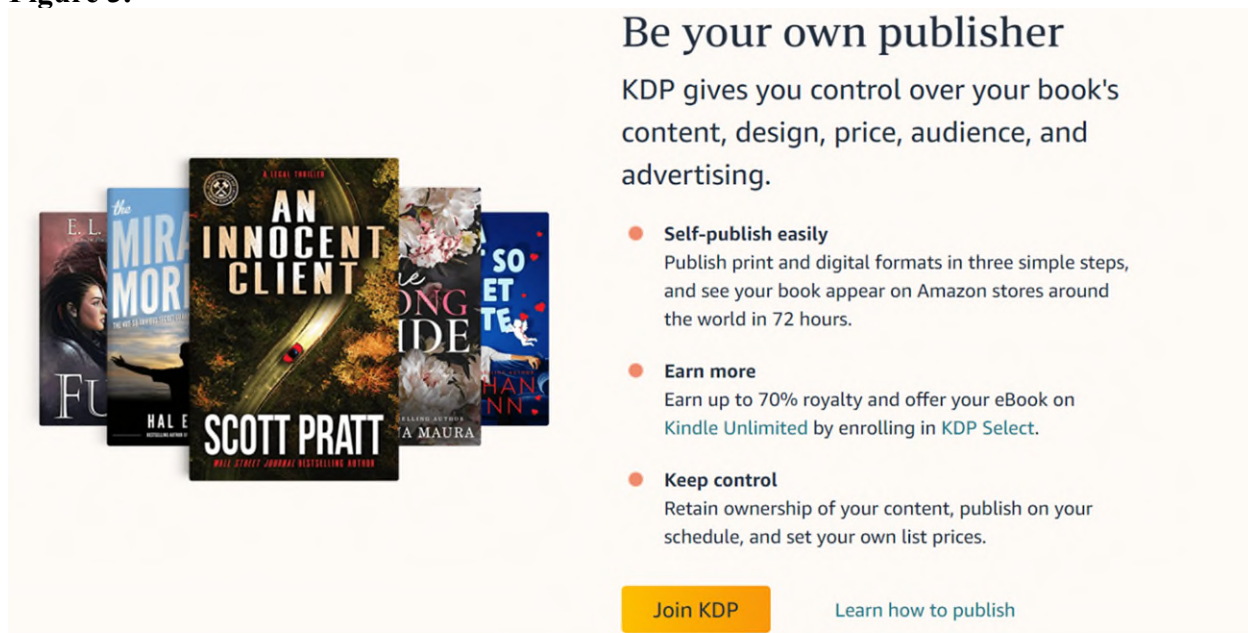
34. KDP authors control the rights to their titles and can make changes to their books at any time. Authors can set up an eBook for publication within minutes, and within 72 hours the eBook appears for sale on the Amazon Kindle Store. When publishing, authors select a royalty plan, which determines what percentage of amounts earned from sales are paid to the author. KDP offers numerous free services to authors. KDP offers a free program called KDP Select that allows authors to reach additional readers through the Kindle Unlimited subscription service, enables authors to take advantage of Amazon and Kindle promotions on their titles, and gives authors access to promotional tools such as free give-away days and time-based price promotions. The KDP Select Global Fund has provided more than \$2.8 billion dollars in



royalties to participants in KDP Select for their participation in Kindle Unlimited. An author listing an eBook can gift a redemption code for a free copy, and can create a free Author Page. Additional related services that KDP offers for free include providing an International Standard Book Number (“ISBN”), which is required to publish a paperback or hardcover book, free tools for creating book covers, templates, front, body and back matter elements and Kindle Create software, a free interior formatting tool. KDP authors can enroll for free in an Expanded Distribution program, which makes paperbacks that are available on Amazon.com also available to distributors, allowing booksellers and libraries to order them. Amazon also offers advertising for KDP books on a cost-per-click basis.

35. KDP advertises and operates the website at kdp.amazon.com. See **Figure 3**, below.<sup>3</sup>

**Figure 3.**






**3. The Amazon Trademarks**

<u>Trademarks</u>	<u>Registration Nos.</u>
Amazon	2,078,496 2,559,936 2,857,590

<sup>3</sup> Image captured from kdp.amazon.com on 9/25/2023.

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<u>Trademarks</u>	<u>Registration Nos.</u>
	2,832,943 2,738,837 2,738,838 2,657,226 3,868,195 4,171,964 4,533,716 4,608,470 4,656,529 4,907,371 5,102,687 5,281,455 5,906,636 6,228,267 6,687,103 6,776,595 7,055,661
	4,171,965 5,038,752 5,508,999 5,775,740 6,136,716 6,200,815 6,019,093 6,687,104 6,776,596 7,055,662
	6,666,404
Amazon.com	3,411,872 2,633,281 2,837,138 2,167,345 2,903,561
	2,951,941 4,841,614 5,775,763 6,097,171 6,178,564 6,810,456 7,055,660 7,108,071
Kindle	3,694,267 4,289,293 4,380,471

<u>Trademarks</u>	<u>Registration Nos.</u>
	4,932,736 5,054,865 5,146,885
	6,834,173
	3,709,331

36. The Amazon Trademarks (“Amazon Marks”) have been used exclusively and continuously by Amazon, and have never been abandoned. The above U.S. registrations for the Amazon Trademarks are valid, subsisting, in full force and effect, and many are incontestable pursuant to 15 U.S.C. § 1065. The registrations for the Amazon Trademarks constitute prima facie evidence of their validity and of Amazon’s exclusive right to use the Amazon Trademarks pursuant to 15 U.S.C. § 1057(b).

**B. Defendants Deceive Victims into Purchasing Services By Creating the False Perception That They Are Affiliated with Amazon**

37. Defendants use the Amazon Marks in their domain names and on their websites to divert victims from Amazon’s genuine websites to Defendants’ websites that purport to offer services to help authors create, edit, and publish their works through APub or KDP. Defendants’ websites also prominently display references to Amazon including, “Looking to Publish Your Book on Amazon?”, “Amazon KDP Focused Book Marketing Services”, and “Customizable Publishing Packages by Amazon Professional Publishers”, to further the ruse of affiliation with Amazon. Defendants’ websites have chat boxes that pop up on their sites, advertise phone numbers to call, and provide documentation with false and misleading representations of affiliation with Amazon that deceive victims into believing Defendants are affiliated with

1 Amazon. Defendants prey on innocent authors to sell them inauthentic, inferior, overpriced, and  
2 often non-existent services.

3 38. Amazon has obtained registrant information for several of the Subject Websites  
4 by filing multiple UDRP actions. However, in publicly available records, almost all Subject  
5 Websites' true registrants are obscured<sup>4</sup> and registrars used are either Namecheap or  
6 GoDaddy.com LLC.

7 39. The Subject Websites use overlapping service providers, IP addresses, website  
8 graphics and design, and language, and advertise overlapping physical addresses. Defendant  
9 billing entities use overlapping Subject Websites and entity names.

10 40. In addition to each Defendant's use of specific Subject Websites and domains as  
11 described in the following section, on information and belief, Defendants are operating a  
12 conspiracy using the Subject Websites, other unknown websites, and their associated domains to  
13 market and distribute products and services using the Amazon Marks, with a bad faith intent to  
14 profit from the use of them.

15  
16 **1. Wasim, Teknoby1, WDS (Doe 1), TMAZ (Doe 2)**

17 41. According to public records, Defendant Wasim owns and operates Teknoby1. On  
18 information and belief, Defendant Wasim also owns and operates fictitious entities WDS and  
19 TMAZ.

20 42. Defendant Does operating as WDS are the registrant(s) for a collection of  
21 fraudulent and infringing domains through which Defendants perpetrated their Amazon  
22 impersonation scheme on unsuspecting victims, including through the use of websites using the  
23 following domains in their web addresses: amazonpublishingoffice.com ("Website 1");

24  
25 <sup>4</sup> With the exception of domains amazonpublishers.ca, amazonbookhub.com.au, and amazonkdpublishers.com for a short period of time.

1 amazondirectpublisher.com (“Website 2”); amazonkdppublishingpros.com (“Website 3”);  
2 amazonpublishingfirm.com (“Website 4”); and amzprofs.com (“Website 5”). Each of the  
3 domains for Websites 1-5 listed addresses in San Jose, CA. The registrant information for each  
4 of the domains for Websites 1-5 is Web/Design Stop, 2880 Zanker Road North, Suite 203, San  
5 Jose, CA 95134 United States; support@webdesignstop.com; +14082167976.

6 43. Each of Websites 1-5 is no longer operative, and the domains used in their web  
7 addresses have been transferred into Amazon’s possession pursuant to a Uniform Domain-Name  
8 Dispute-Resolution (“UDRP”) Administrative Panel’s decision, filed on June 16, 2023.<sup>5</sup>

9 **a. Website 1 (amazonpublishingoffice.com)**

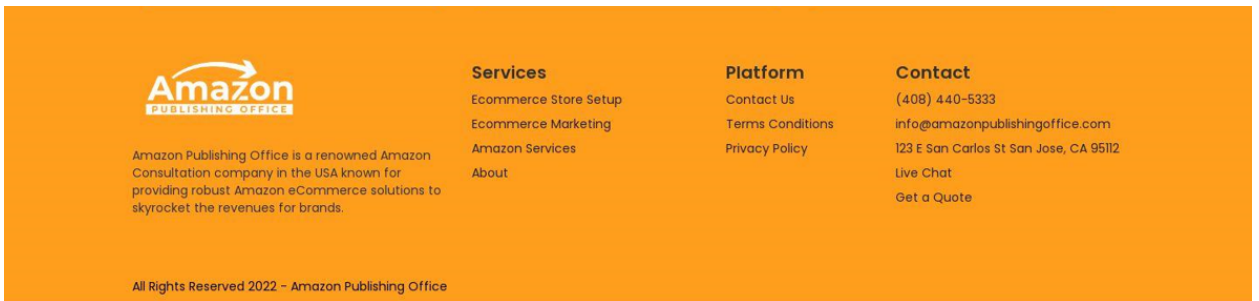
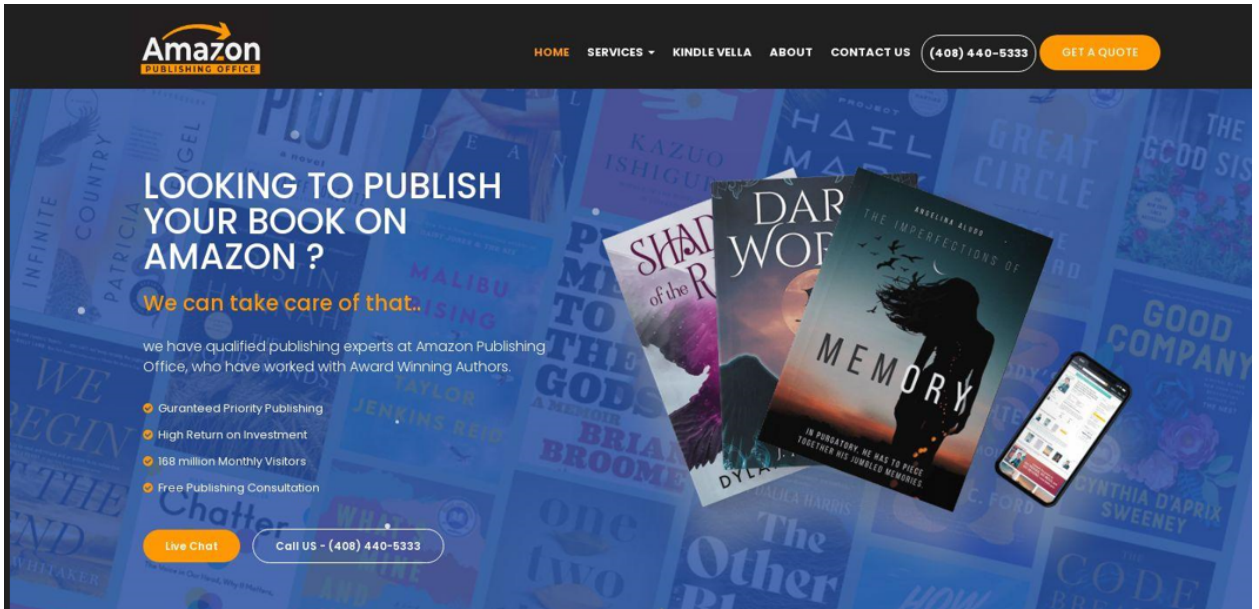
10 44. Defendant Does operating as WDS registered the domain used in the web address  
11 for Website 1 (amazonpublishingoffice.com) on October 20, 2022.

12 45. While active, Website 1 used the Amazon Marks and other tactics to deceive  
13 victims into believing it was affiliated with Amazon. The deception started with the domain  
14 name, which unlawfully used the Amazon Marks. As shown in **Figure 4**<sup>6</sup> below, Website 1 is  
15 designed to convey a misleading and confusing affiliation with Amazon, making further use of  
16 the Amazon Marks. Website 1 features the word “Amazon” in white text paired with an inverted  
17 version of Amazon’s orange smile logo, set against a black background in the upper left corner  
18 of the site. This design intentionally mirrors the design of Amazon.com, which also features the  
19 word “Amazon” in white text paired with the orange smile logo, set against a black background  
20 in the upper left corner of the website. The orange and black color scheme in Website 1 is the  
21 same color scheme used on Amazon.com.

22 **Figure 4**

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25 <sup>5</sup> See Forum Alternative Dispute Resolution Decision FA2305002043019.

<sup>6</sup> Images captured from amazonpublishingoffice.com on 11/19/2022.



46. **Website 1 Victim Report.** On or about March 31, 2023, a victim (“Victim 1”) reported that Defendants defrauded her through Website 1. Victim 1 is an author who sought to self-publish a book through Amazon, and inadvertently visited Website 1 in an attempt to locate Amazon’s legitimate publishing services. Website 1’s design and use of the Amazon Marks caused Victim 1 to believe she had visited Amazon’s official website. Victim 1 then corresponded with Defendants or their agents, who not only claimed to be Amazon representatives, but sent Victim 1 documents making further uses of the Amazon Marks. Believing she was working with Amazon, Victim 1 paid Defendants \$4,000.00 for purported editorial and publication services. After Defendants provided Victim 1 with materially insufficient editorial services, Victim 1 attempted to cancel her contract with Defendants and obtain a refund of the \$4,000.00 fee. At this time, Victim 1 investigated and learned that she had

1 made a payment to Defendant Does operating as TMAZ not to Amazon. Victim 1’s credit card  
2 company informed her that TMAZ is associated with WDS’s website in its merchant records.

3 **b. Website 2 (amazondirectpublisher.com)**

4 47. Defendant Does operating as WDS registered the domain used in the web address  
5 for Website 2 (amazondirectpublisher.com) on November 18, 2022.

6 48. While active, Website 2 used the Amazon Marks and other tactics to deceive  
7 victims into believing it was affiliated with Amazon. The deception started with the domain  
8 name, which unlawfully used the Amazon Marks. As shown in **Figure 5<sup>7</sup>** below, Website 2 is  
9 designed to convey a misleading and confusing affiliation with Amazon, making further use of  
10 the Amazon Marks. Website 2 features the word “Amazon” paired with Amazon’s orange smile  
11 logo, set in the upper left corner of the site. This design intentionally mirrors the design of  
12 Amazon.com, which also features the word “Amazon” (in a similar font) with the orange smile  
13 logo, set in the upper left corner of the website. The orange and black color scheme in Website 2  
14 is the same color scheme used on Amazon.com. Furthermore, the website falsely states that the  
15 entity “Partners with Amazon Publishing”, which it does not.

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<sup>7</sup> Images captured from amazondirectpublisher.com on 1/10/2023.

Figure 5

amazon Direct Publisher

Home Services About Testimonials Contact Us

Live Chat Now +1 (408) 600-0309

# Your Story, Our Words

With a track record of delivering excellence, Amazon Direct Publisher is the perfect partner for aspiring authors to kickstart their literary journey.

Partners With: Trustpilot, TOP BUSINESS INSIDER, amazon publishing, Google Partner

Live Chat Now +1 (408) 600-0309

PARTICULAR BOOKS Atlantic Books Harper Collins lulu READERS PUBLISHING GROUP BARNES & NOBLE

## A House of Words

Run by a pair of metaphor-loving, simile-craving, typo-hating literary enthusiasts, Amazon Direct Publisher is the place where authors come to terraform their ideas into living, breathing works of literature. With a team of 260+ experienced writers, a cumulative word count of more than 500,000 words and after 1,500+ successful project completions, we can proudly say that we're the best at what we do.

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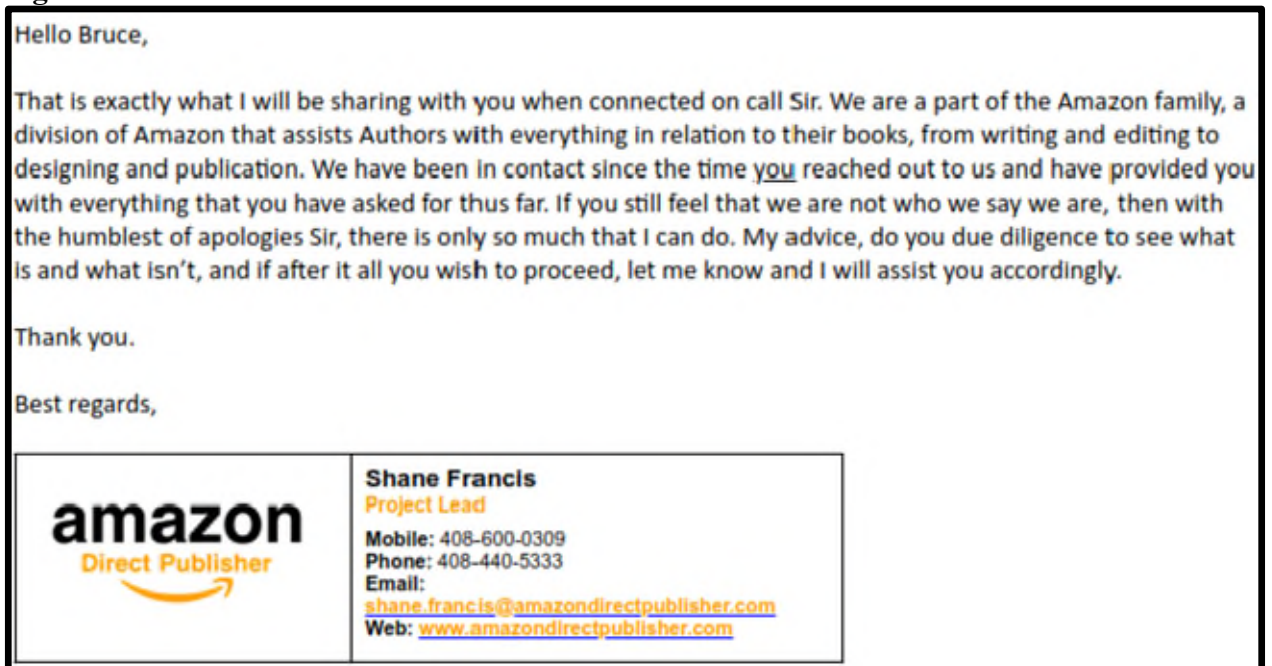
Email Us: info@amazondirectpublisher.com

Address: 6017 Snell Ave San Jose, CA 95123



1           49.     **Website 2 Test Purchase.** On or about February 3, 2023, an outside investigator  
 2 working for Amazon’s outside counsel visited Website 2 and, through Website 2’s contact page,  
 3 submitted a request for “more information regarding editing/publishing services.” Defendants  
 4 responded to the investigator’s inquiry with a series of messages containing knockoff versions of  
 5 the Amazon Marks, in addition to content referencing Website 5 (amzprofs.com). In one  
 6 message, after the investigator asked for “reassurances that your company is, in fact, Amazon,”  
 7 Defendants represented to the investigator that “[w]e are a part of the Amazon family, a division  
 8 of Amazon that assists Authors with everything in relation to their books, from writing and  
 9 editing to designing and publication.” See **Figure 6**, below (emphasis added). Defendants  
 10 offered the investigator various publishing services for \$300, and asked the investigator to wire  
 11 payment to a bank account in the name of Defendant Teknoby1. Defendants also communicated  
 12 with the investigator using phone number 408-600-0309. Amazon has traced this number to  
 13 WDS and the home address of Defendant Wasim.

14 **Figure 6**



24           50.     **Website 2 Victim Report.** On or about January 31, 2023 a victim (“Victim 2”)  
 25 reported that she had been defrauded by Defendants through Website 2. Victim 2 is an author

1 who sought to self-publish a book through Amazon, and inadvertently visited Website 2 in an  
 2 attempt to locate Amazon’s legitimate publishing services. Website 2’s design and use of the  
 3 Amazon Marks caused Victim 2 to believe she had visited Amazon’s official website. Victim 2  
 4 then corresponded with Defendants or their agents, who not only claimed to be Amazon  
 5 representatives, but sent Victim 2 documents making further uses of the Amazon Marks, as well  
 6 as a “Certificate of Acknowledgement” purportedly signed by Amazon executives. *See Figure*  
 7 *7*, below. Believing she was working with Amazon, Victim 2 paid Defendants \$5,800.00 for  
 8 purported editorial and publication services.

9 **Figure 7.**



21 **c. Website 3 (amazonkdppublishingpros.com)**

22 51. Defendant Does operating as WDS registered the domain used in the web address  
 23 for Website 3 (amazonkdppublishingpros.com) on March 3, 2023.

24 52. While active, Website 3 used the Amazon Marks and other tactics to deceive  
 25 victims into believing it was affiliated with Amazon. The deception started with the domain

1 name, which unlawfully used the Amazon Marks. As shown in **Figure 8**<sup>8</sup> below, Website 3 is  
2 substantially similar to Website 2, and is designed to convey a misleading and confusing  
3 affiliation with Amazon. Website 3 features the word “Amazon” paired with Amazon’s orange  
4 smile logo, set in the upper left corner of the site. This design intentionally mirrors the design of  
5 Amazon.com, which also features the word “Amazon” (in a similar font) with the orange smile  
6 logo, set in the upper left corner of the website. The orange and black color scheme in Website 3  
7 is the same color scheme used on Amazon.com. Furthermore, the website falsely states that the  
8 entity “Partners with Amazon Publishing”, which it does not. Website 3 has a disclaimer stating  
9 that “All company logos and trademarks appearing on our website are the property of their  
10 respective owners. We are not affiliated, associated, endorsed by, or in any way officially  
11 connected with these companies or their trademarks.” Far from insulating Defendants from  
12 liability for their fraudulent and infringing activity, this vague and ineffective disclaimer fails to  
13 even refer to Amazon by name and reveals that Defendants are keenly aware that the use of  
14 Amazon’s trademarks is likely to cause consumer confusion.

15 **Figure 8 – next page.**

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25 \_\_\_\_\_  
<sup>8</sup> Images below captured from amazonkdppublishingpros.com on 3/30/2023.

Disclaimer: The logo, name, graphics of amazonkdpublishingpros.com are trademarks of Amazon KDP Publishing Pros and are not relat-

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d. **Website 4 (amazonpublishingfirm.com)**

53. Defendant Does operating as WDS registered the domain used in the web address for Website 4 (amazonpublishingfirm.com) on November 1, 2022.

54. While active, Website 4 used the Amazon Marks and other tactics to deceive victims into believing it was affiliated with Amazon. The deception started with the domain name, which unlawfully used the Amazon Marks. As shown in **Figure 9**<sup>9</sup> below, Website 4 is designed to convey a misleading and confusing affiliation with Amazon, making further use of the Amazon Marks. Website 4 features the word “Amazon” paired with an orange arc to mimic Amazon’s orange smile logo, set in the upper left corner of the site. This design intentionally mirrors the design of Amazon.com, which also features the word “Amazon” with the orange smile logo, set in the upper left corner of the website. The orange and black color scheme in Website 4 is the same color scheme used on Amazon.com. Website 4 has a disclaimer stating that, “Amazon Publishing Firm is an independent entity helping self-reliant authors with book publishing and marketing solutions. We believe in ethical business practices and abide by US Federal and State Laws.” Far from insulating Defendants from liability for their fraudulent and infringing activity, this vague and ineffective disclaimer fails to even refer to Amazon by name and reveals that Defendants are keenly aware that the use of Amazon’s trademarks is likely to cause consumer confusion.

**Figure 9.**

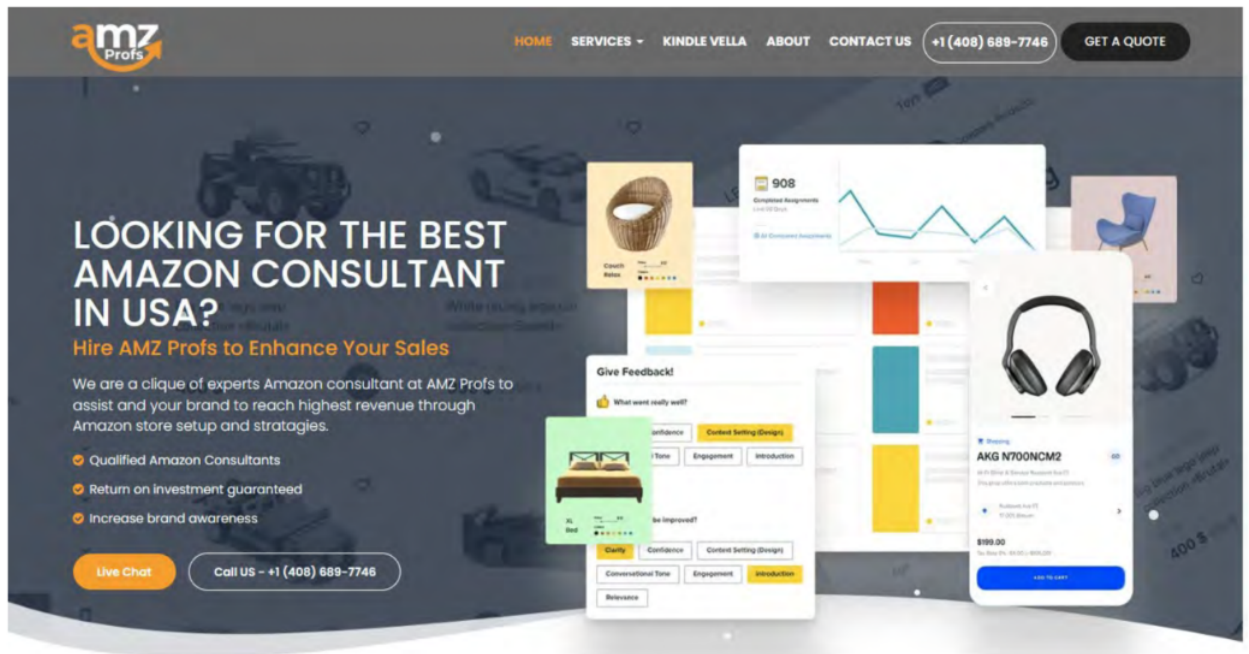
<sup>9</sup> Images captured from amazonpublishingfirm.com on 11/29/2022.

e. Website 5 (amzprofs.com)


55. Defendant Does operating as WDS registered the domain used in the web address for Website 5 (amzprofs.com) on July 25, 2022.

1           56. While active, Website 5 used the Amazon Marks and other tactics to deceive  
 2 victims into believing it was affiliated with Amazon. The deception started with the page title,  
 3 “The Best Amazon Marketing Company,” which unlawfully used an Amazon Mark. The  
 4 domain name uses “AMZ”, which when used in conjunction with the sale of products relating to  
 5 Amazon services, is clearly meant to be an abbreviated version of Amazon’s trademarked name.  
 6 As shown in **Figure 10**<sup>10</sup>, Website 5 also featured an orange arrow, from left to right, in the  
 7 shape of an upward arc, which is confusingly similar to Amazon’s orange smile logo. A link to  
 8 Website 5 was contained in an email to Victim 1 in connection with her use of Website 1, as  
 9 described above.

10 **Figure 10.**



<sup>10</sup> Images captured from amzprofs.com on 8/20/2022.



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f @ in ★ ≤b ★

**2. MU Khan, Alam, Munir, MZ Khan, Anwar, Rawoof, Agar, Nizam, Qureshi, VTL, MKA, DDS, OSCS, TI, TD, SSS, and Does 3-11**

57. The Defendants identified in this Section 2 are responsible for the infringing websites using the following domains in their web addresses: amazondigitalpublishing.com (“Website 6”); amazonkindledirectpublishing.com (“Website 7”); amazondigitalpublisher.com (“Website 8”); amazondigitalpublishers.com (“Website 9”); amazonpublishingsol.com (“Website 10”); amazonproinc.com (“Website 11”); amazonprofinc.com (“Website 12”); amazonkindlebookpublishing.com (“Website 13”); amazonkindleproinc.com (“Website 14”); amazonkdpublishers.com (“Website 15”); amazonpublishers.ca (“Website 16”); amazonbookhub.com.au (“Website 17”); amazondigitalpro.com (“Website 18”); amzdigitalpro.com (“Website 19”); amazonpublisherpro.com (“Website 20”); amazonpublishingzone.com (“Website 21”); amazonkdpublishing.com (“Website 22”); amazonkdppublication.com (“Website 23”); amazonpublishingpartner.com (“Website 24”); amazonprofessionalpublishers.com (“Website 25”); and amzkindlepublishing.com (“Website 26”).

58. Each of Websites 7, 11-15, 18, 20, 21, 24, and 26 are no longer operative, and the domains used in their web addresses have been transferred into Amazon’s possession pursuant to



1 UDRP Administrative Panel decisions filed on January 5, 2023, April 13, 2023, June 16, 2023,  
2 August 10, 2023, and August 19, 2023.<sup>11</sup>

3 **f. Website 6 – amazondigitalpublishing.com**

4 59. The domain used in the web address for Website 6  
5 (amazondigitalpublishing.com) was registered on July 5, 2022. Amazon is unaware of the  
6 registrant for Website 6, because the registrant information is redacted in publicly available  
7 records. Third party Namecheap is the registrar of the domain used in the web address for  
8 Website 6.

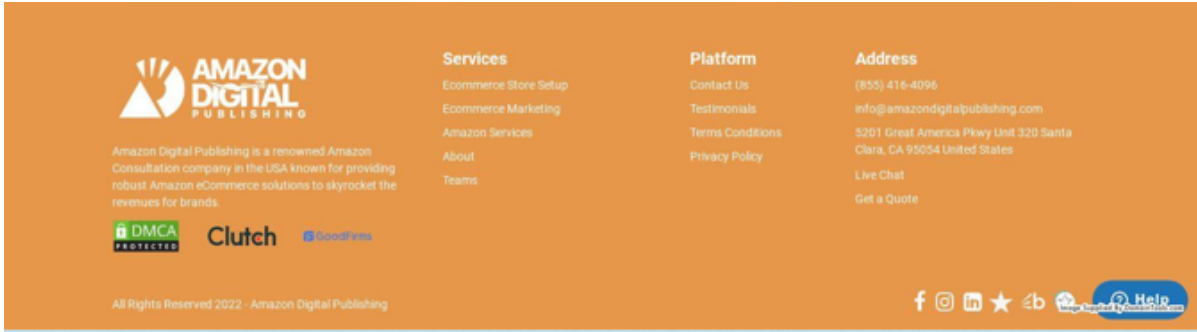
9 60. While active, Website 6 used the Amazon Marks and other tactics to deceive  
10 victims into believing it was affiliated with Amazon. The deception started with the domain  
11 name, which unlawfully used the Amazon Marks. As shown in **Figure 11**<sup>12</sup> below, Website 6 is  
12 designed to convey a misleading and confusing affiliation with Amazon, making further use of  
13 the Amazon Marks. Website 6 uses a similar color scheme to that used on Amazon.com.

14 **Figure 11.**



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25 <sup>11</sup> See Forum Alternative Dispute Resolution Decisions FA 2212002023877, FA2303002034433, FA2305002043019, FA2307002053542, and FA2307002053540.

<sup>12</sup> Images captured from amazondigitalpublishing.com on 7/22/2022.



61. **Website 6 Victim Report #1.** On or about August 5, 2022, a victim (“Victim 3”) reported that she had been defrauded by Defendants through Website 6. Victim 3 is an author who sought to self-publish a book through Amazon, and inadvertently visited Website 6 in an attempt to locate Amazon’s legitimate publishing services. Website 6’s design and use of the Amazon Marks caused Victim 3 to believe she had visited Amazon’s official website. Victim 3 then corresponded with Defendants or their agents, who not only claimed to be Amazon representatives, but sent Victim 3 documents making further uses of the Amazon Marks. Believing she was working with Amazon, Victim 3 paid Defendants \$1,599.00 for purported editorial and publication services. The merchant appeared on her credit card as “AMAZON DIGITAL PUBLISH 188-84072583 FL”. This phone number appeared on a website at vtlogodesign.com, which also advertised the registered address of Defendant VTL. See **Figure 12**<sup>13</sup>. The website later advertised that VT Logo Design is a subsidiary company of Defendant OSCS. After making payment, Victim 3 learned that Website 6 has no affiliation with Amazon.

**Figure 12.**



<sup>13</sup> Image captured from vtlogodesign.com on 11/16/2022.

1           62.     **Website 6 Victim Report #2.** On or about December 26, 2022, a victim  
2 (“Victim 4”) contacted Amazon and reported that she had been defrauded by Defendants through  
3 Website 6. Victim 4 is an author who sought to self-publish a book through Amazon, and visited  
4 Website 6 in an attempt to locate an intermediary service to help her get her digital files accepted  
5 by KDP. Defendant’s use of the Amazon Marks caused Victim 4 to believe she had located an  
6 entity affiliated with Amazon. Victim 4 then corresponded with Defendants or their agents, who  
7 sent Victim 4 documents making further uses of the Amazon Marks—including a letter with the  
8 forged signature of the head of Amazon Publishing. Defendants communicated with Victim 4  
9 using some emails with Website 7’s domain. Believing she was working with Amazon, Victim 4  
10 paid Defendants approximately \$5,000.00 for purported editorial and publication services.  
11 Victim 4 wire-transferred \$2,823 after being provided an account number and the entity name  
12 and address for Defendant VTL. Victim 4 made additional payments via credit card to “MK  
13 Affiliate Inc. Orlando FL”—i.e., on information and belief, Defendant MKA. After making  
14 these payments, Victim 4 received materially deficient publishing services. Victim 4 sued  
15 various Defendants in this case (including MKA), but has been unable to serve them at any of  
16 their claimed addresses in California, Virginia, or Florida.

17           63.     **Website 6 Victim Report #3.** On or about November 14, 2022, a victim  
18 (“Victim 5”) reported being defrauded by Defendants or their agents operating Website 6.  
19 Victim 5 said that he paid Defendants approximately \$5,000.00 for publishing services he  
20 believed would be provided by Amazon. As with Victims 2 and 4, Defendants provided Victim  
21 5 with a document purportedly signed by an Amazon executive. *See Figure 13*, below. In  
22 correspondence with Victim 5, Defendants referenced Website 22 (amazonkdpublishing.com,  
23 discussed below), revealing a connection between the two sites.

1 **Figure 13.**



13  
14 **g. Website 7 - amazonkindledirectpublishing.com**

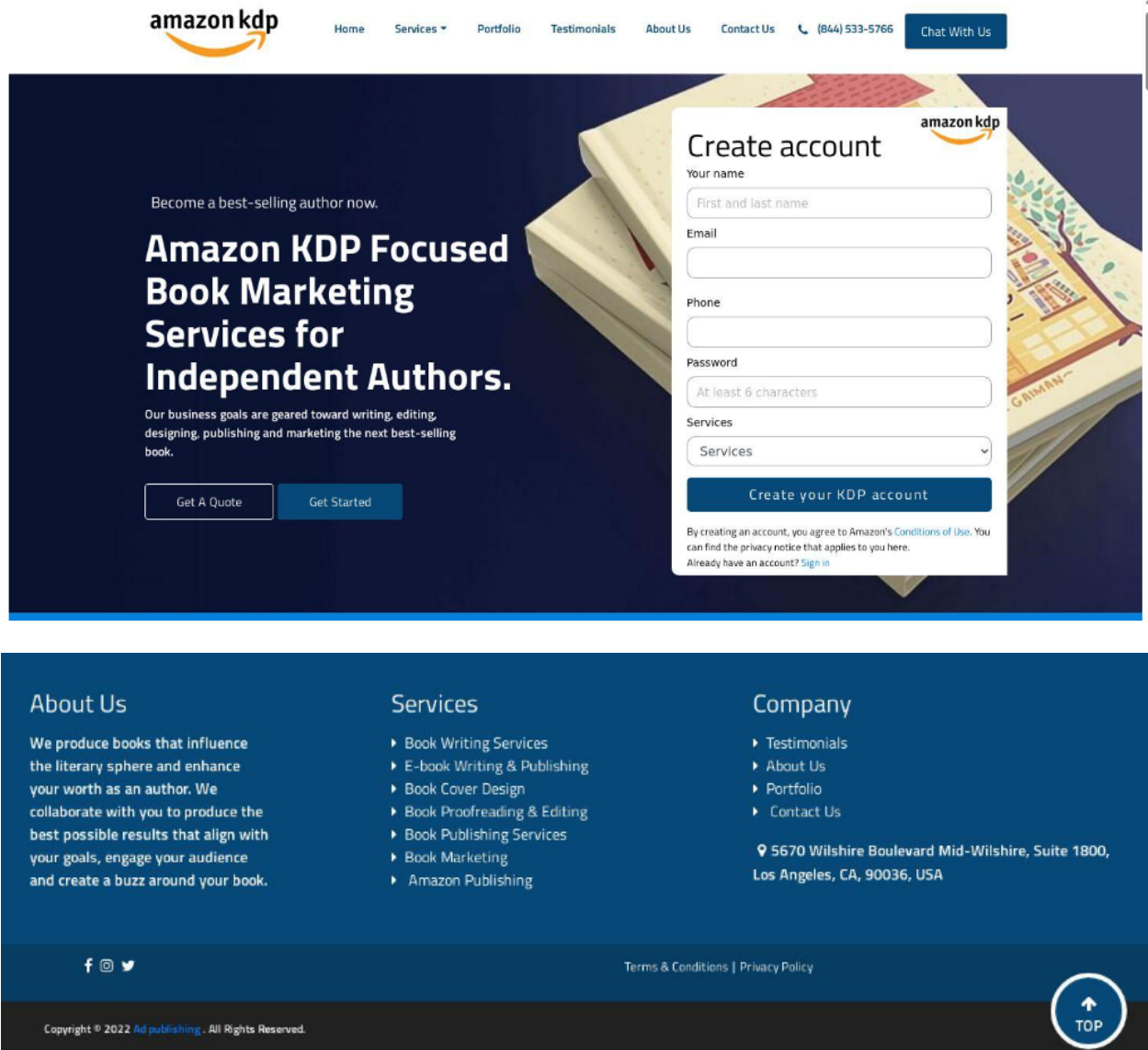
15 64. Defendant Rawoof registered the domain used in the web address for Website 7  
16 (amazonkindledirectpublishing.com) on November 16, 2022.

17 65. While active, Website 7 used the Amazon Marks and other tactics to deceive  
18 victims into believing it was affiliated with Amazon. The deception started with the domain  
19 name, which unlawfully used the Amazon Marks. As shown in **Figure 14**<sup>14</sup> below, Website 7 is  
20 designed to convey a misleading and confusing affiliation with Amazon, making further use of  
21 the Amazon Marks. Website 7 features the words “Amazon” and “KDP” paired with Amazon’s  
22 orange smile logo, set in the upper left corner of the site. This design intentionally mirrors the  
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25 <sup>14</sup> Images captured from amazonkindledirectpublishing.com on 12/10/2022.

1 design of Amazon.com, which also features the word “Amazon” with the orange smile logo, set  
2 in the upper left corner of the website, using a similar font.

3 **Figure 14.**



20 66. As referenced above, Victim 4 received emails from Defendants using the domain  
21 for Website 7, after initially receiving emails using the domain for Website 6.

22 **h. Website 8 - amazondigitalpublisher.com**

23 67. The domain used in the web address for Website 8 (amazondigitalpublisher.com)  
24 was registered on September 8, 2022. Amazon is unaware of the registrant for Website 8,  
25

1 because the registrant information is redacted in publicly available records. Third party  
 2 Namecheap is the registrar of the domain used in the web address for Website 8.

3 68. While active, Website 8 used the Amazon Marks and other tactics to deceive  
 4 victims into believing it was affiliated with Amazon. The deception started with the domain  
 5 name, which unlawfully used the Amazon Marks. As shown in **Figure 15**<sup>15</sup> below, Website 8 is  
 6 designed to convey a misleading and confusing affiliation with Amazon, making further use of  
 7 the Amazon Marks. Website 8 uses a similar color scheme to that used on Amazon.com.

8 **Figure 15.**



<sup>15</sup> Images captured from amazondigitalpublisher.com on 9/20/2022.

i. Website 9 - amazondigitalpublishers.com

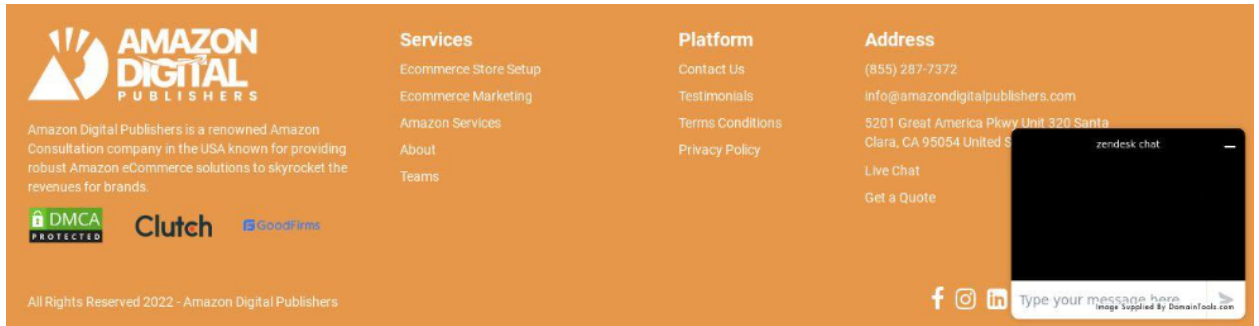
69. The domain used in the web address for Website 9 (amazondigitalpublishers.com) was registered on September 7, 2022. Amazon is unaware of the registrant for Website 9, because the registrant information is redacted in publicly available records. Third party Namecheap is the registrar of the domain used in the web address for Website 9.

70. While active, Website 9 used the Amazon Marks and other tactics to deceive victims into believing it was affiliated with Amazon. The deception started with the domain name, which unlawfully used the Amazon Marks. As shown in **Figure 16**<sup>16</sup> below, Website 9 is designed to convey a misleading and confusing affiliation with Amazon, making further use of the Amazon Marks. Website 9 uses a similar color scheme to that used on Amazon.com.

Figure 16.



<sup>16</sup> Images captured from amazondigitalpublishers.com on 9/19/2022.



**j. Website 10 - amazonpublishingsol.com**

71. The domain used in the web address for Website 10 (amazonpublishingsol.com) was registered on August 22, 2022. Amazon is unaware of the registrant for Website 10, because the registrant information is redacted in publicly available records. Third party Namecheap is the registrar of the domain used in the web address for Website 10. It was initially hosted on the same IP address, and listed the same contact phone number as Website 24 (amazonpublishingpartner.com).

72. While active, Website 10 used the Amazon Marks and other tactics to deceive victims into believing it was affiliated with Amazon. The deception started with the domain name, which unlawfully used the Amazon Marks. As shown in **Figure 17**<sup>17</sup> below, Website 10 is designed to convey a misleading and confusing affiliation with Amazon, making further use of the Amazon Marks. Website 10 uses a similar color scheme to that used on Amazon.com.

<sup>17</sup> Images captured from amazonpublishingsol.com on 9/14/2022.



1 **Figure 17.**



12 **k. Website 11 – amazonproinc.com**

13 73. The domain used in the web address for Website 11 (amazonproinc.com) was  
 14 registered on May 27, 2022 to Defendant Does operating as AT.

15 74. While active, Website 11 used the Amazon Marks and other tactics to deceive  
 16 victims into believing it was affiliated with Amazon. The deception started with the domain  
 17 name, which unlawfully used the Amazon Marks. As shown in **Figure 18**<sup>18</sup> below, Website 11  
 18 is designed to convey a misleading and confusing affiliation with Amazon, making further use of  
 19 the Amazon Marks. Website 11 features the word “Amazon” paired with an orange arc,  
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25 <sup>18</sup> Images captured from amazonproinc.com on 3/12/2023.

1 reminiscent of Amazon’s orange smile logo, set in the upper left corner of the site. This design  
 2 intentionally mirrors the design of Amazon.com, which also features the word “Amazon” with  
 3 the orange smile logo, set in the upper left corner of the website, using a similar font.

4 **Figure 18.**



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75. **Website 11 Victim Report #1.** On or about April 20, 2023, a victim (“Victim 6”) reported that he had been defrauded by Defendants through Website 11. Victim 6 is an author who sought to self-publish a book through Amazon, and visited Website 11, which he believed was for Amazon’s legitimate publishing services. Website 11’s design and use of the Amazon Marks caused Victim 6 to believe he had visited an official website for a division of

1 Amazon. Believing he was working with Amazon, Victim 6 paid Defendants \$220.00 for  
2 purported editorial and publication services. Victim 6's credit card statement showed this  
3 payment went to a merchant using the name "Dynamic Digital Solutions," on information and  
4 belief, Defendant DDS. After paying these funds, and receiving unacceptable service, Victim 6  
5 learned that Website 11 has no affiliation with Amazon.

6       **76. Website 11 Victim Report #2.** On or about March 10, 2023, a victim ("Victim  
7 7") reported that he had been defrauded by Defendants through Website 11. Victim 7 is an  
8 author who sought to self-publish a book through Amazon, and inadvertently visited Website 11  
9 in an attempt to locate Amazon's legitimate publishing services. Website 11's design and use of  
10 the Amazon Marks caused Victim 7 to believe he had visited Amazon's official website.  
11 Believing he was working with Amazon, Victim 7 paid Defendants \$1,899 for purported  
12 editorial and publication services. Victim 7 received written confirmation that his payment was  
13 made to Defendant TI. After paying these funds, Victim 7 learned that Website 11 has no  
14 affiliation with Amazon.

15       **77. Website 11 Victim Report #3.** On or about March 10, 2023 a victim ("Victim  
16 8") reported that he had been defrauded by Defendants through Website 11. Victim 8 is an  
17 author who sought to self-publish a book through Amazon, and inadvertently visited Website 11  
18 in an attempt to locate Amazon's legitimate publishing services. Website 11's design and use of  
19 the Amazon Marks caused Victim 8 to believe he had visited Amazon's official website. Victim  
20 8 then corresponded with Defendants or their agents, who not only claimed to be Amazon  
21 representatives, but sent Victim 8 documents making further uses of the Amazon Marks.  
22 Believing he was working with Amazon, Victim 8 paid Defendants \$9,000 for purported  
23 editorial and publication services. Victim 8's credit card statement indicated that his payment  
24 was made to Defendant TI. After paying these funds, Victim 8 learned that Website 11 has no  
25 affiliation with Amazon. Victim 8 later received correspondence and documents from

1 Defendants or their agents using and referencing Website 13 (amazonkindlebookpublishing.com,  
2 discussed below), revealing a connection between the two sites.

3 78. **Website 11 Victim Report #4.** On or about May 8, 2023, a victim, (“Victim 9”)  
4 provided an invoice for \$4,500 which referenced the domain used in the web address for Website  
5 11, and indicated that it was sent from “Techureinc”. The invoice indicated that Amazon Pro  
6 Inc. “DBA Techure Inc.” See **Figure 19**, below. On information and belief, this invoice was  
7 sent by Defendant TI.

8 **Figure 19.**



17 **I. Website 12 -amazonprofin.com**

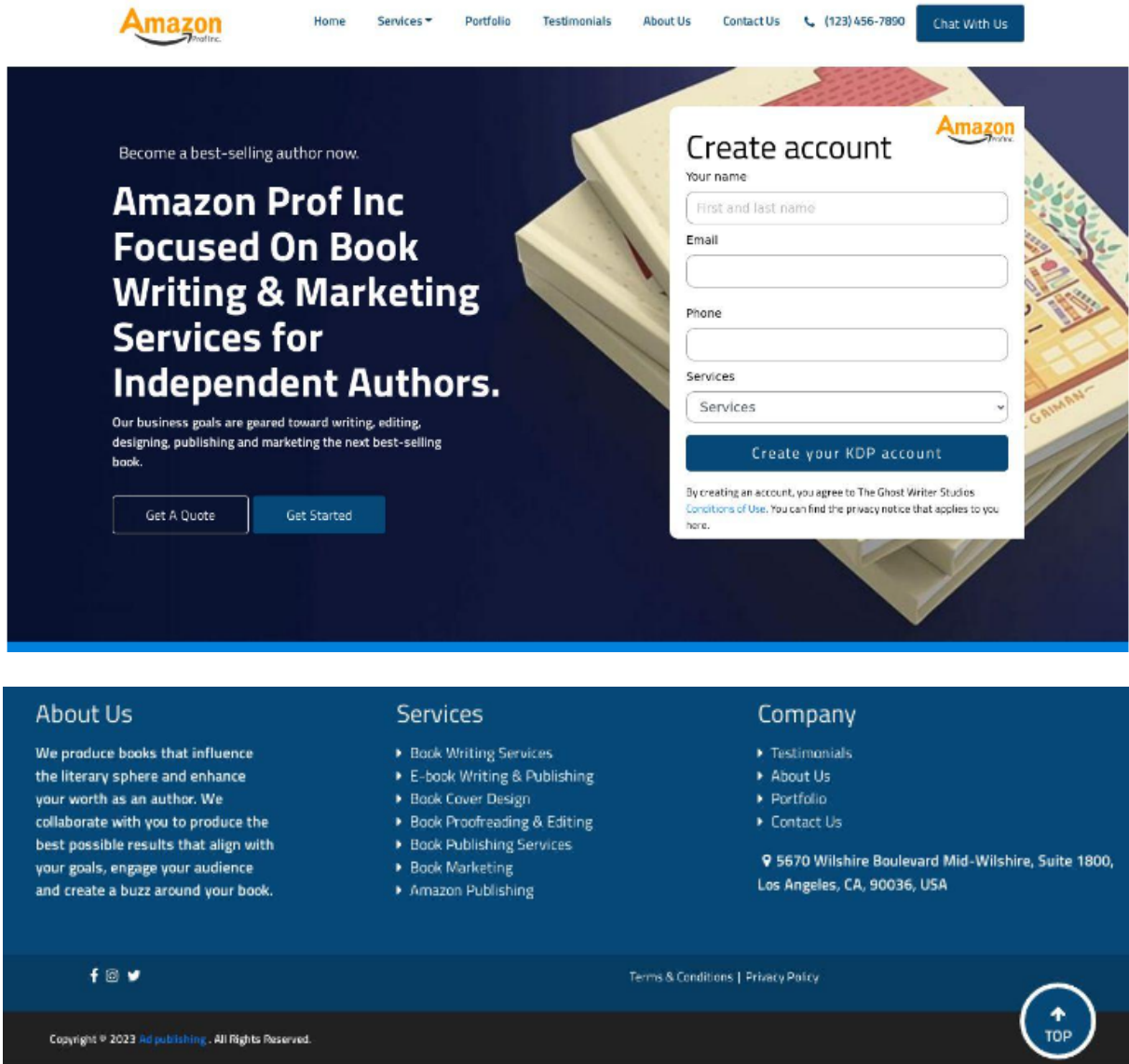
18 79. The domain used in the web address for Website 12 (amazonprofin.com) was  
19 registered on March 16, 2023 to Defendant Agar.

20 80. While active, Website 12 used the Amazon Marks and other tactics to deceive  
21 victims into believing it was affiliated with Amazon. The deception started with the domain  
22 name, which unlawfully used the Amazon Marks. As shown in **Figure 20**<sup>19</sup> below, Website 12  
23 is designed to convey a misleading and confusing affiliation with Amazon, making further use of  
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25 <sup>19</sup> Images captured from amazonprofin.com on 3/18/2023.

1 the Amazon Marks. Website 12 features the word “Amazon” paired with Amazon’s smile logo,  
 2 set in the upper left corner of the site. This design intentionally mirrors the design of  
 3 Amazon.com, which also features the word “Amazon” with the smile logo, set in the upper left  
 4 corner of the website.

5 **Figure 20.**



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22 81. On or about July 5, 2023, a victim (“Victim 10”) reported that he had been  
 23 defrauded by Defendants through Website 12. Victim 10 is an author who sought to self-publish  
 24 a book through Amazon. Website 12’s design and use of the Amazon Marks caused Victim 10  
 25 to believe the site was operated by Amazon, or an entity affiliated with Amazon’s legitimate

1 publishing services. Victim 10 then corresponded with Defendants or their agents, who not only  
2 claimed to be Amazon representatives, but sent Victim 10 documents making further uses of the  
3 Amazon Marks. Believing he was working with Amazon, Victim 10 paid Defendants \$2,250 for  
4 purported editorial and publication services. Victim 10 received an invoice from the same  
5 sender, and using substantially the same language as Victim 9 to make payment to Defendant TI.  
6 After making payment, Victim 10 learned that Website 12 has no affiliation with Amazon.

7 **m. Website 13 – amazonkindlebookpublishing.com**

8 82. The domain used in the web address for Website 13  
9 (amazonkindlebookpublishing.com) was registered on March 30, 2023 to Defendant Agar. On  
10 information and belief, the email indicated for the registrant (yasir@smartstartupsolutions.com)  
11 is linked to Defendant SSS.

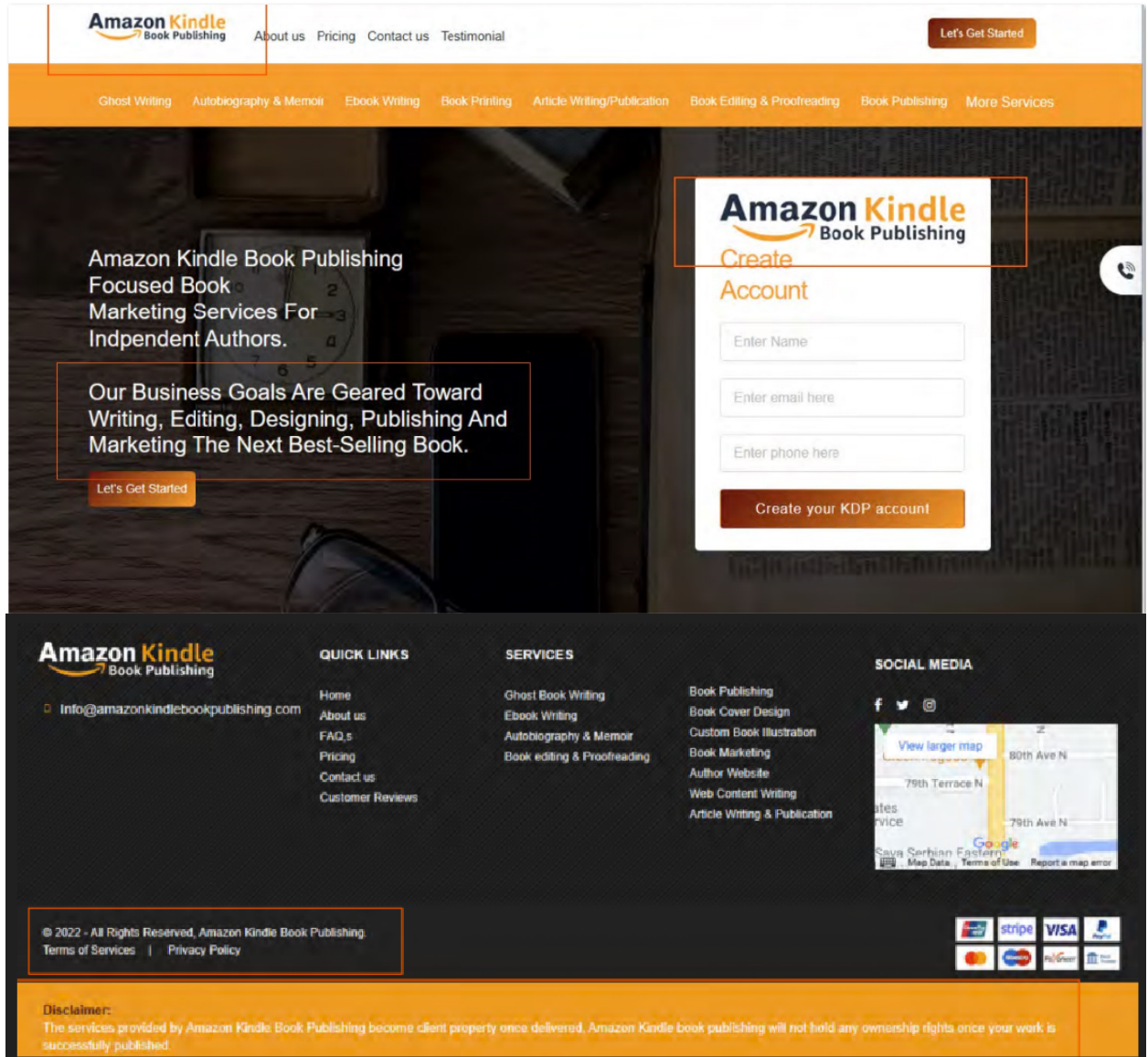
12 83. While active, Website 13 used the Amazon Marks and other tactics to deceive  
13 victims into believing it was affiliated with Amazon. The deception started with the domain  
14 name, which unlawfully used the Amazon Marks. As shown in **Figure 21**<sup>20</sup> below, Website 13  
15 is designed to convey a misleading and confusing affiliation with Amazon, making further use of  
16 the Amazon Marks. Website 13 features the word “Amazon” paired with Amazon’s smile logo,  
17 set in the upper left corner of the site. This design intentionally mirrors the design of  
18 Amazon.com, which also features the word “Amazon” with the smile logo, set in the upper left  
19 corner of the website.

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<sup>20</sup> Images captured from amazonkindlebookpublishing.com on 4/25/2023.

1 **Figure 21.**



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19 84. As referenced above, Victim 8 received correspondence and documentation from  
20 Defendants or their agents using the domain for Website 13.

21 **n. Website 14 – amazonkindleproinc.com**

22 85. The domain used in the web address for Website 14 (amazonkindleproinc.com)  
23 was registered on March 22, 2023 to Defendant Agar.

24 86. While active, Website 14 used the Amazon Marks and other tactics to deceive  
25 victims into believing it was affiliated with Amazon. The deception started with the domain

1 name, which unlawfully used the Amazon Marks. As shown in **Figure 22**<sup>21</sup> below, Website 14  
 2 is designed to convey a misleading and confusing affiliation with Amazon, making further use of  
 3 the Amazon Marks. Website 14 features the word “Amazon” paired with Amazon’s smile logo,  
 4 set in the upper left corner of the site. This design intentionally mirrors the design of  
 5 Amazon.com, which also features the word “Amazon” with the smile logo, set in the upper left  
 6 corner of the website.

7 **Figure 22.**



24 \_\_\_\_\_  
 25 <sup>21</sup> Images captured from amazonkindleproinc.com on 6/14/2023. An earlier screen capture of Website 14, taken on March 22, 2023, advertised an address at 1160 Battery Street, San Francisco, CA 94111 and referred to Amazon Prof. Inc.



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**o. Website 15 – amazonkdpublishers.com**

87. The domain used in the web address for Website 15 (amazonkdpublishers.com) was registered on March 30, 2023 through registrar GoDaddy.com, LLC. Public records listed the registrant of this domain as “Registration Private. On August 22, 2023, the registrant name was changed to that of Defendant Agar, before being updated to “Brandsight Privacy Customer 261809” on September 28, 2023. On information and belief, the registrant email indicated for the Defendant (yasir@smartstartupsolutions.com) is linked to Defendant SSS.

88. While active, Website 15 used the Amazon Marks and other tactics to deceive victims into believing it is affiliated with Amazon. The deception starts with the domain name, which unlawfully uses the Amazon Marks. As shown in **Figure 23**<sup>22</sup> below, Website 15 is designed to convey a misleading and confusing affiliation with Amazon, making further use of the Amazon Marks. Website 15 features the words “Amazon” and “KD” paired with Amazon’s orange smile logo, set in the upper left corner of the site. This design intentionally mirrors the design of Amazon.com, which also features the word “Amazon” with the orange smile logo, set in the upper left corner of the website.

<sup>22</sup> Images captured from amazonkdpublishers.com on 8/22/2023.

1 **Figure 23.**



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19 **p. Website 16 - amazonpublishers.ca**

20 89. The domain used in the web address for Website 16 (amazonpublishers.ca) was  
21 registered on June 20, 2022 to Defendant MZ Khan.

22 90. Website 16 uses the Amazon Marks and other tactics to deceive victims into  
23 believing it is affiliated with Amazon. The deception starts with the domain name, which  
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1 unlawfully uses the Amazon Marks. As shown in **Figure 24**<sup>23</sup> below, Website 16 is designed to  
 2 convey a misleading and confusing affiliation with Amazon, making further use of the Amazon  
 3 Marks. Website 16 features the word “Amazon” set in the upper left corner of the site, in a  
 4 manner reminiscent of Amazon’s official website. Website 16 also mimics Amazon’s black and  
 5 orange color scheme.

6 **Figure 24.**



25 <sup>23</sup> Images captured from amazonpublishers.ca on 8/19/2022.

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91. Although the country code top-level domain for Website 16’s web address is for Canada, the website advertises a Unites States address, and indicates that the company is “in the USA”.

**q. Website 17 – amazonbookhub.com.au**

92. The domain used in the web address for Website 17 (amazonbookhub.com.au) was registered on October 26, 2022 to Defendant MZ Khan.

93. While active, Website 17 used the Amazon Marks and other tactics to deceive victims into believing it was affiliated with Amazon. The deception started with the domain name, which unlawfully used the Amazon Marks. As shown in **Figure 25**<sup>24</sup> below, Website 17 is designed to convey a misleading and confusing affiliation with Amazon, making further use of the Amazon Marks. Website 17 features the word “Amazon” set in the upper left corner of the site, in a manner reminiscent of Amazon’s official website. Website 17 also mimics Amazon’s black and orange color scheme.

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<sup>24</sup> Images captured from amazonbookhub.com.au on 7/13/2023.

Figure 25.

## WHY CHOOSE AMAZON BOOK HUB

Amazon Book Hub has been in the advertising industry for over 20 years and has a team of Amazon experts to set up a unique store for brands. If you are looking to sell online to make money, here are some reasons why you should work with us:

- Amazon SEO**  
to improve the visibility of your products
- Store Management**  
for controlling your seller account
- Advertising**  
to improve sales by creating sponsored ads
- Boost Amazon Sales**  
by grabbing the attention of the audience.
- Optimized Content**  
To improve your product's ranking on search results
- Responsive with buyers**  
to provide excellent customer support

<p>Amazon Book Hub is a renowned Amazon Consultation company in the USA known for providing robust Amazon eCommerce solutions to skyrocket the revenues for brands.</p>	<b>Services</b>	<b>Platform</b>	<b>Address</b>
	Ecommerce Store Setup	Contact Us	28 311 6661
	Ecommerce Marketing	Testimonials	info@amazonbookhub.com.au
	Amazon Services	Terms Conditions	Level 7/515 St Pauls Terrace,
	About	Privacy Policy	Fortitude Valley QLD 4006, Australia
	Teams		

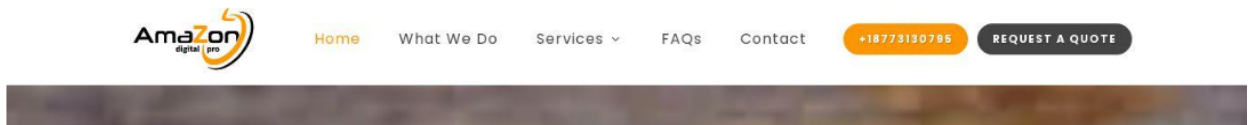
1 94. Although the country code top-level domain for Website 16’s web address is for  
2 Australia, the website advertises that the company is “in the USA”.

3 **r. Website 18 – amazondigitalpro.com**

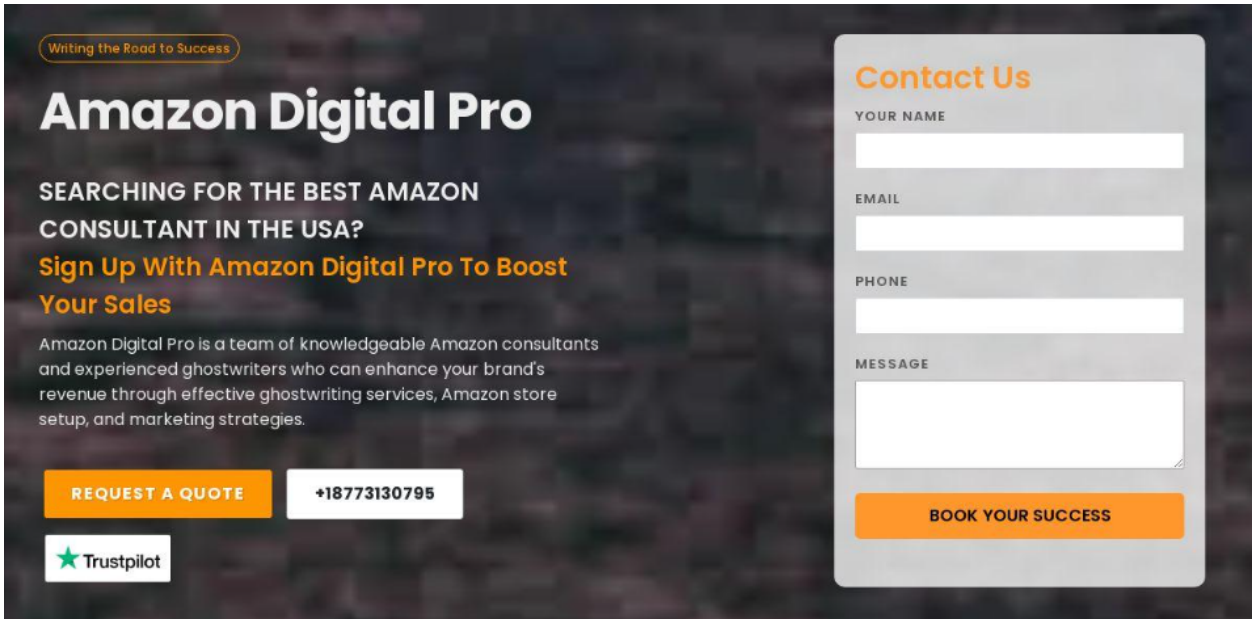
4 95. The domain used in the web address for Website 18 (amazondigitalpro.com) was  
5 registered on December 16, 2022 to Defendant Nizam. The email address used by the registrant  
6 (mavianizam96@gmail.com) is the same as that used by the registrant for Websites 20 and 21.

7 96. While active, Website 18 used the Amazon Marks and other tactics to deceive  
8 victims into believing it was affiliated with Amazon. The deception started with the domain  
9 name, which unlawfully used the Amazon Marks. As shown in **Figure 26**<sup>25</sup> below, Website 18  
10 is designed to convey a misleading and confusing affiliation with Amazon, making further use of  
11 the Amazon Marks. Website 18 features the word “Amazon” paired with an orange arc to mimic  
12 Amazon’s orange smile logo, set in the upper left corner of the site. This design intentionally  
13 mirrors the design of Amazon.com, which also features the word “Amazon” with the orange  
14 smile logo, set in the upper left corner of the website. The orange and black color scheme in  
15 Website 18 is the same color scheme used on Amazon.com.

16 **Figure 26.**



<sup>25</sup> Images captured from amazondigitalpro.com on 1/6/2023.



97. On information and belief, Defendants operate a companion Facebook page, which advertises the same entity name as Website 18, and logo as Website 19, pictured in **Figure 27**, below<sup>26</sup>:

**Figure 27.**



98. On information and belief, Defendants also operate a LinkedIn page, which advertises the same entity name as Website 18, and logo as Website 19, pictured below, in

<sup>26</sup> Image captured from facebook.com/amazondigitalpro on 8/2/2023.

1 **Figure 28.**<sup>27</sup> The LinkedIn page indicates that one LinkedIn Member located in San Francisco,  
2 CA, is an employee of Website 18.

3 **Figure 28.**



13 99. **Website 18 Victim Report.** On or about March 31, 2023, a victim based in  
14 California (“Victim 11”) reported that Defendants had sent him a fake “Certificate of  
15 Affiliation,” claiming a non-existent affiliation between Amazon and “Amazon Digital Pro,”  
16 containing the Amazon Marks and the purported signatures of an actual Amazon publishing  
17 executive.

18 s. **Website 19 – amzdigitalpro.com**

19 100. The domain used in the web address for Website 19 (amzdigitalpro.com) was  
20 registered on May 9, 2023 through registrar GoDaddy.com, LLC. Public records list the  
21 registrant of this domain as “Registration Private.”

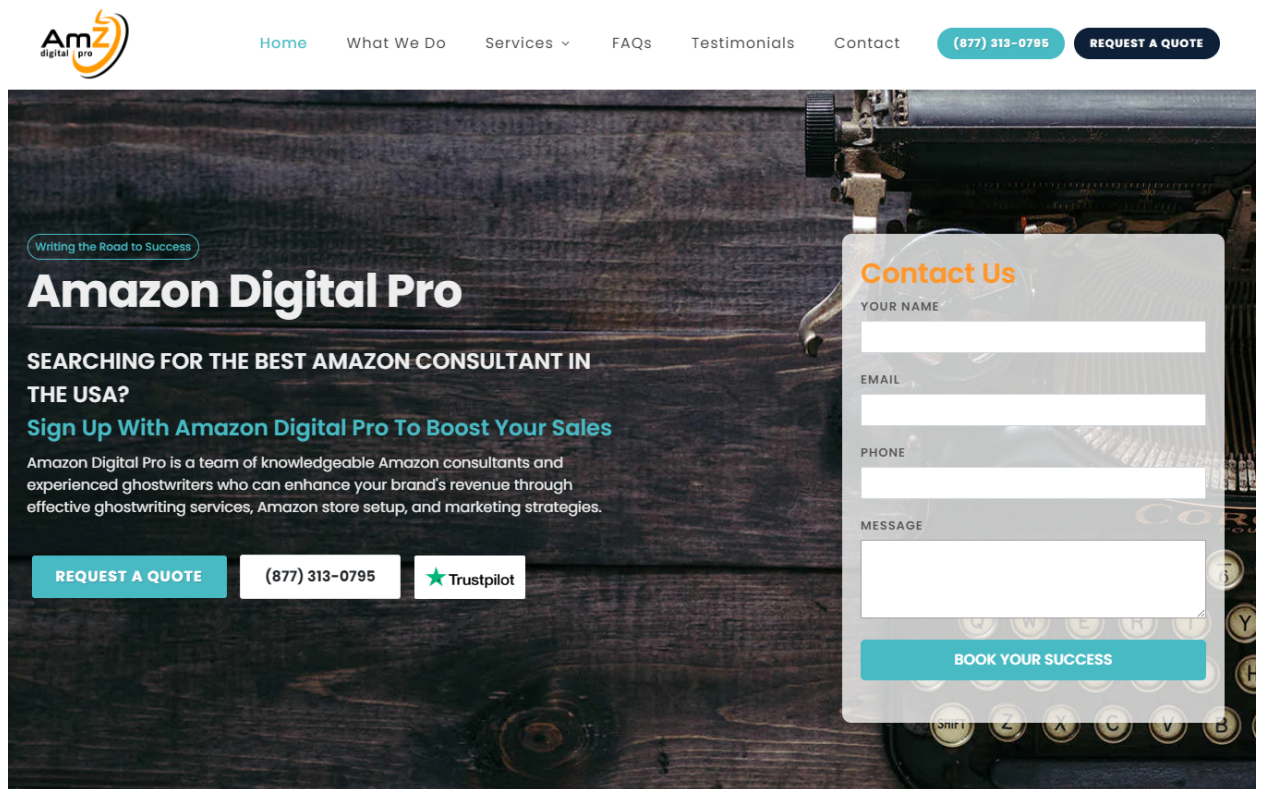
22 101. Website 19 uses the Amazon Marks and other tactics to deceive victims into  
23 believing it is affiliated with Amazon. The deception starts with the domain name, which  
24

25 <sup>27</sup> Image captured from linkedin.com/company/amazon-digital-pro-us on 8/2/2023.



1 unlawfully uses the Amazon Marks. The domain name uses “AMZ”, which when used in  
 2 conjunction with the sale of products relating to Amazon services, is clearly meant to be an  
 3 abbreviated version of Amazon’s trademarked name. As shown in **Figure 29**<sup>28</sup> below, Website  
 4 19 is designed to convey a misleading and confusing affiliation with Amazon, making further  
 5 use of the Amazon Marks. Website 19 features the word “AMZ” set in the upper left corner of  
 6 the site, along with an obvious knockoff of Amazon’s orange smile logo, in a manner  
 7 reminiscent of Amazon’s official website. Website 19 also mimics Amazon’s black and orange  
 8 color scheme.

9 **Figure 29.**



25 <sup>28</sup> Image captured from amzdigitalpro.com on 8/1/2023.



The mission of **Amazon Digital Pro** is to offer **World-Class Writing Services** to customers all around the globe. All genres are welcome to benefit from our **top-notch Ghostwriter Services**.

Call Us:  
(877) 313-0795

Email Us:  
info@amazondigitalpro.com

Address:  
80 Broad Street, 5th Floor, New York City, New York 10004

- > Home
- > Ghost Writing
- > Website Services
- > Copyrights Certificate
- > What We Do
- > Publishing Services
- > Wordpress Websites
- > Seo Services
- > Services
- > Book Marketing
- > Custom Websites
- > Store Management
- > FAQs
- > Press Release
- > Shopify Websites
- > Contact Us
- > Podcast Services
- > Magento Websites

Like us  
on Facebook

Like us  
on Instagram

Like us  
on linkedin

Like us  
on pinterest

102. The logo used on Website 19 is also used on the Facebook and LinkedIn pages for Amazon Digital Pro, *see Figs. 27-29* above, and a link to amzdigitalpro.com appears on the Facebook page.

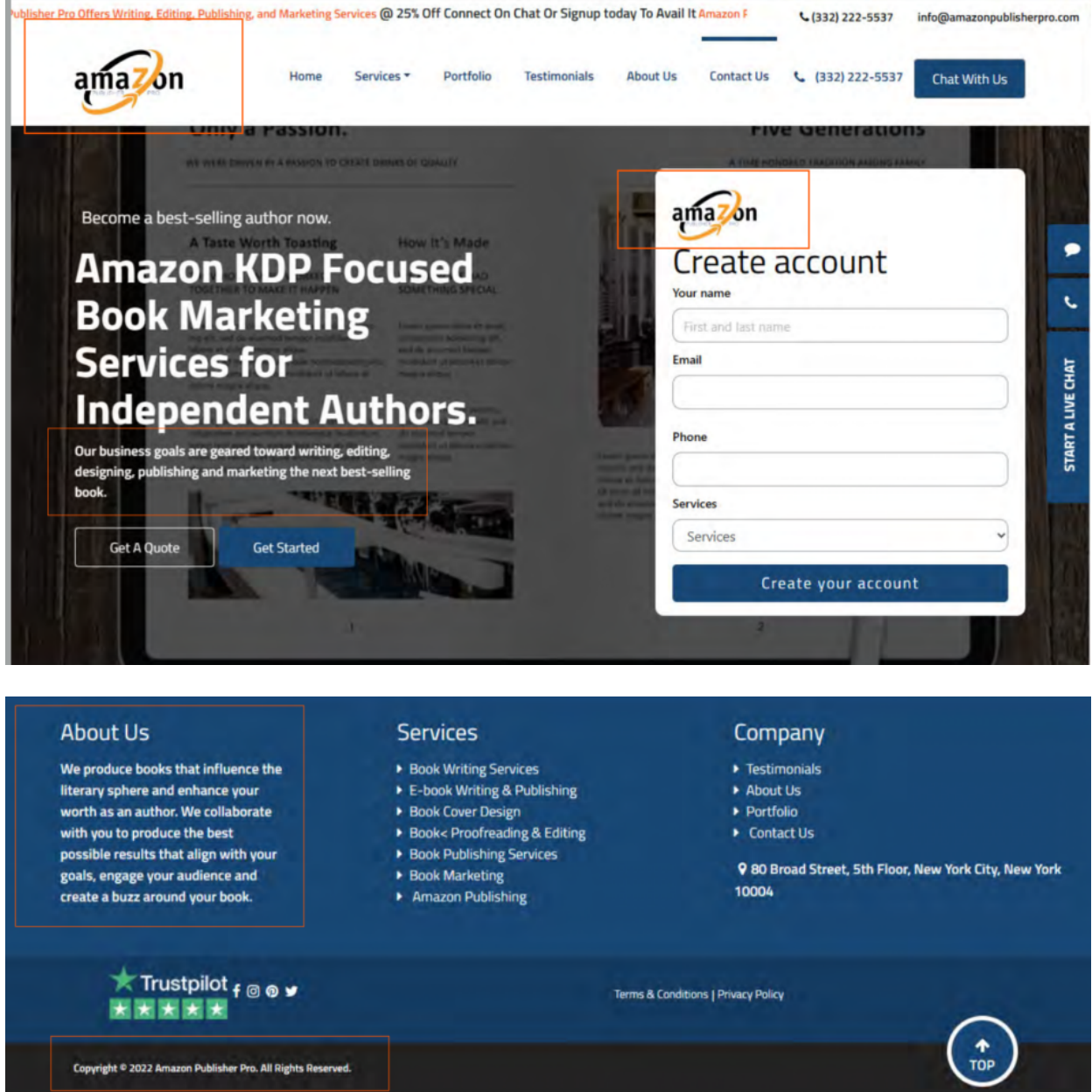
#### t. Website 20 – amazonpublisherpro.com

103. The domain used in the web address for Website 20 (amazonpublisherpro.com) was registered on February 23, 2023 by Defendant Alam. As with Websites 18 and 21, Defendant Nizam’s email address (mavianizam96@gmail.com) was used to register this domain.

104. While active, Website 20 used the Amazon Marks and other tactics to deceive victims into believing it was affiliated with Amazon. The deception started with the domain name, which unlawfully used the Amazon Marks. As shown in **Figure 30**<sup>29</sup> below, Website 20 is designed to convey a misleading and confusing affiliation with Amazon, making further use of the Amazon Marks. Website 20 features the word “Amazon” paired with an orange arc, reminiscent of Amazon’s orange smile logo, set in the upper left corner of the site. This design intentionally mirrors the design of Amazon.com, which also features the word “Amazon” with the orange smile logo, set in the upper left corner of the website, using a similar font.

<sup>29</sup> Images captured from amazonpublisherpro.com on 4/26/2023. An earlier image of the site, captured February 27, 2023, advertised an address at 5670 Wilshire Blvd., Suite 1800, Los Angeles, CA 90036.

1 **Figure 30.**

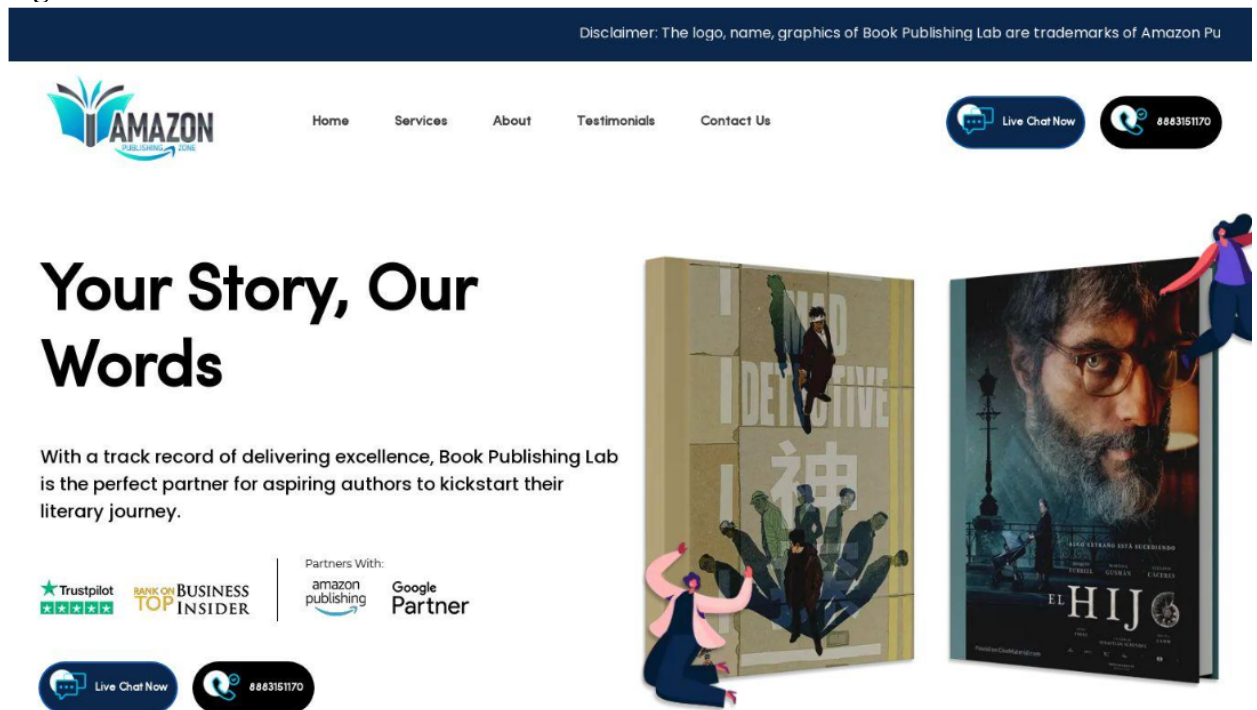


19 **u. Website 21 – amazonpublishingzone.com**

20 105. The domain used in the web address for Website 21 (amazonpublishingzone.com)  
 21 was registered on February 3, 2023 under the name “Pennielynn Stiansen.” On information and  
 22 belief, Pennielynn Stiansen is an alias and Website 21 was registered by Defendant Nizam since  
 23 his email address (mavianizam96@gmail.com), and phone number (+1.8888100680) were used  
 24 for the registration. Website 21 shares an IP address with Website 23  
 25 (amazonkdppublication.com).

106. While active, Website 21 used the Amazon Marks and other tactics to deceive victims into believing it was affiliated with Amazon. The deception started with the domain name, which unlawfully used the Amazon Marks. As shown in **Figure 31**<sup>30</sup> below, Website 21 is designed to convey a misleading and confusing affiliation with Amazon, making further use of the Amazon Marks. Website 21 features the word “Amazon” paired with Amazon’s smile logo, set in the upper left corner of the site. This design intentionally mirrors the design of Amazon.com, which also features the word “Amazon” with the smile logo, set in the upper left corner of the website. Furthermore, the website falsely states that the entity “Partners with Amazon Publishing”, which it does not.

**Figure 31.**



**v. Website 22 – amazonkdpublishing.com**

107. The domain used in the web address for Website 22 (amazonkdpublishing.com) was registered on February 28, 2023. Amazon is unaware of the registrant for this domain,

<sup>30</sup> Images captured from amazonpublishingzone.com on 2/8/2023.

1 because the registrant information is redacted in publicly available records. Third party  
2 Namecheap is the registrar of the domain used in the web address for Website 22.

3 108. While active, Website 22 used the Amazon Marks and other tactics to deceive  
4 victims into believing it is affiliated with Amazon. The deception starts with the domain name,  
5 which unlawfully uses the Amazon Marks. As shown in **Figure 32**<sup>31</sup> below, Website 22 is  
6 designed to convey a misleading and confusing affiliation with Amazon, making further use of  
7 the Amazon Marks. Website 22 features the words “Amazon” and “Kindle” set in the upper left  
8 corner of the site, along with Amazon’s orange smile logo, in a manner reminiscent of  
9 Amazon.com.

10 **Figure 32**



<sup>31</sup> Images captured from amazonkdpublishing.com on 3/1/2023.



w. **Website 23 – amazonkdppublication.com**

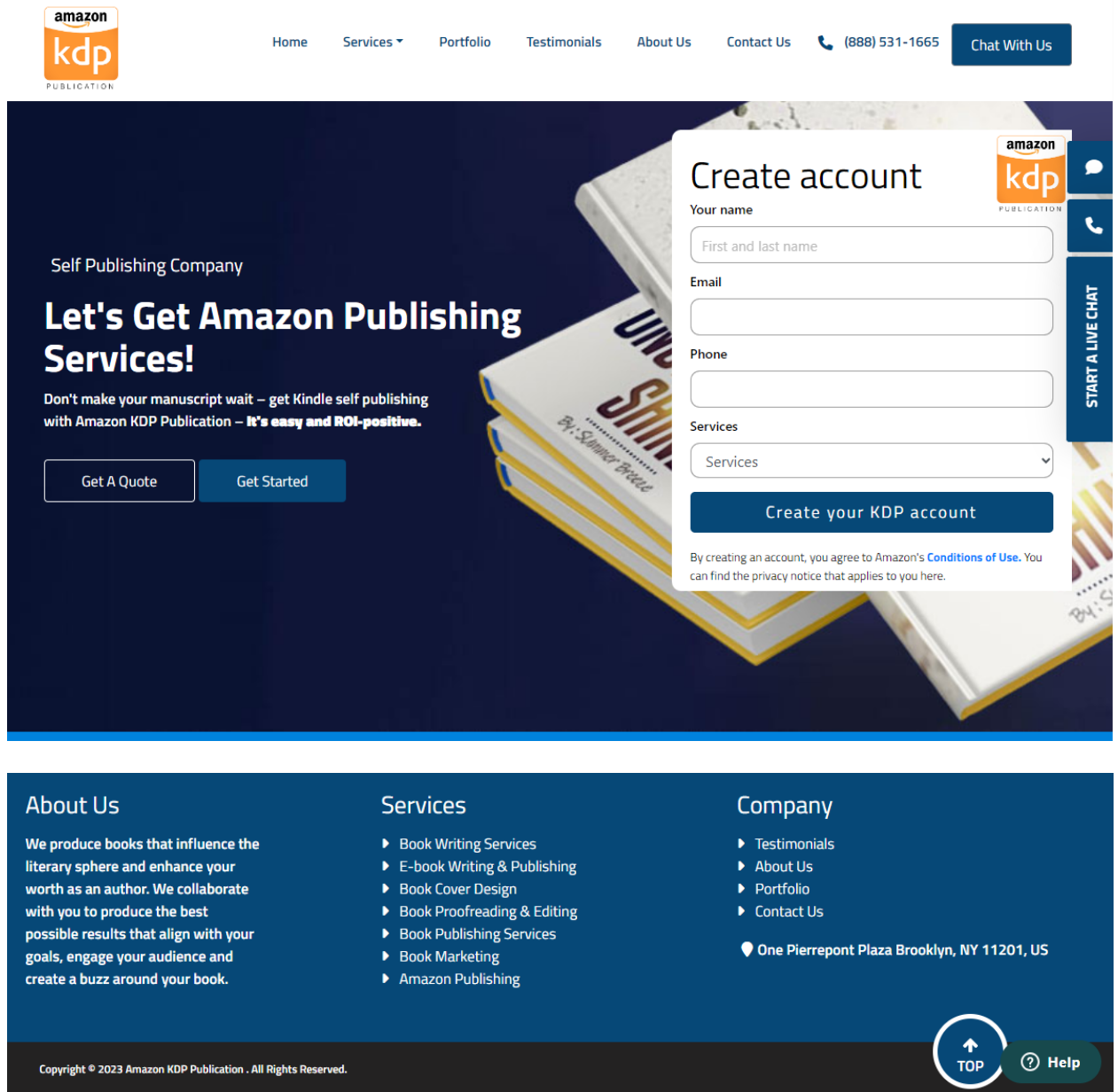
109. The domain used in the web address for Website 23 (amazonkdppublication.com) was registered on May 24, 2023. The registrar for this domain is GoDaddy.com, LLC. Public records list the registrant of this domain as “Registration Private.”

110. Website 23 shares an IP address with Website 21 (amazonpublishingzone.com).

111. Website 23 uses the Amazon Marks and other tactics to deceive victims into believing it is affiliated with Amazon. The deception starts with the domain name, which unlawfully uses the Amazon Marks. As shown in **Figure 33**<sup>32</sup> below, Website 23 is designed to convey a misleading and confusing affiliation with Amazon, making further use of the Amazon Marks. Website 23 features the word “KDP” set alongside multiple Amazon Marks—including the word “Amazon” and Amazon’s orange smile logo—in the upper left corner of the site, in a manner reminiscent of Amazon.com. Website 23 also uses an orange and black color scheme like the one used on Amazon.com.

<sup>32</sup> Images captured from amazonkdppublication.com on 8/3/2023.

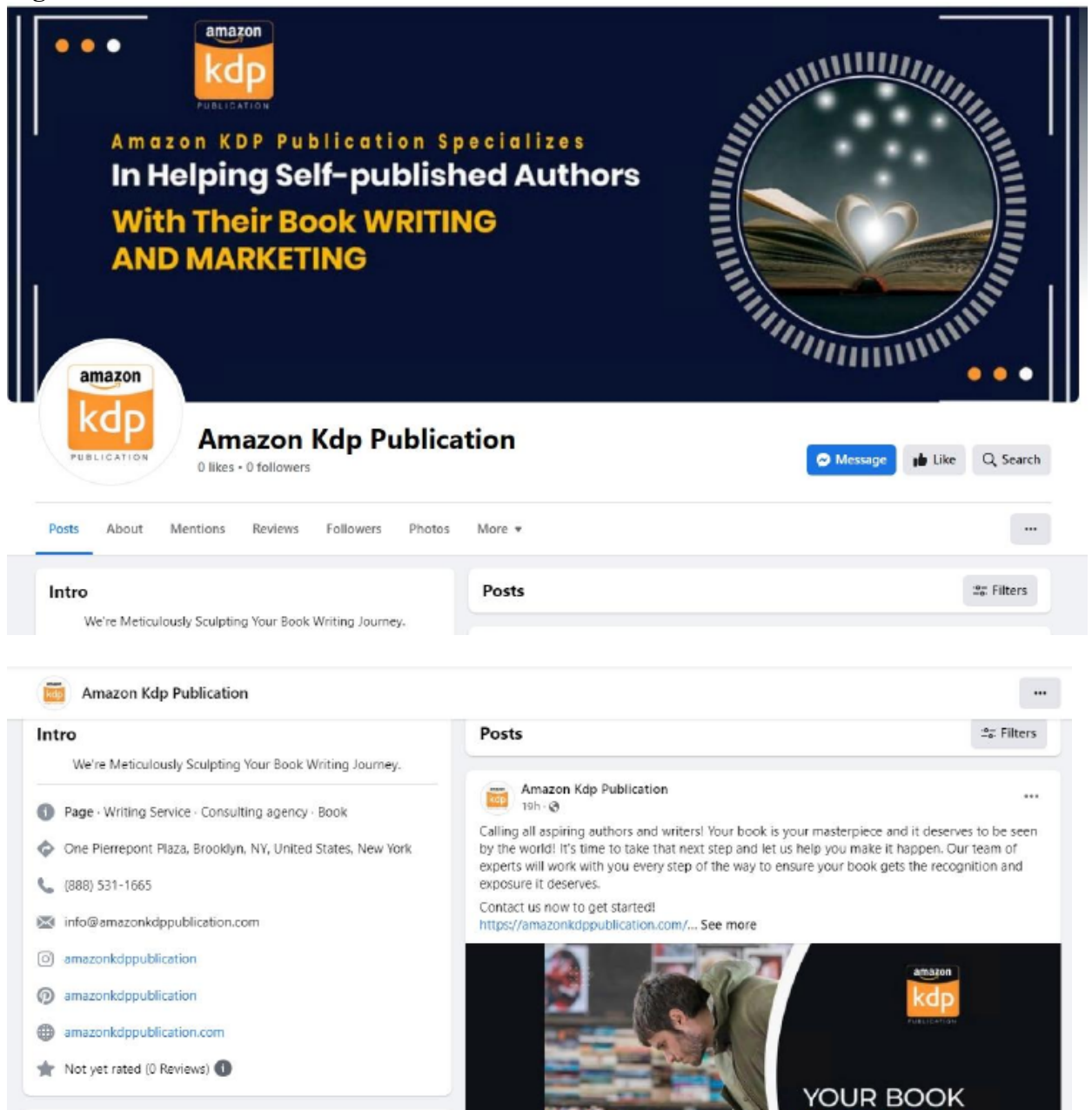
1 **Figure 33.**



14  
15  
16  
17  
18  
19 112. On information and belief, Defendants also operate a companion Facebook page  
20 associated with Website 23, *see* Fig. 34 below, which uses multiple Amazon Marks while  
21 advertising the same entity name and logo and the web address for Website 23.<sup>33</sup>

22  
23  
24  
25  
<sup>33</sup> Image captured from facebook.com/amazonkdppublication on 8/1/2023.

1 **Figure 34.**



12 x. **Website 24 – amazonpublishingpartner.com**

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23  
24  
25

113. The domain used in the web address for Website 24 (amazonpublishingpartner.com) was registered on October 3, 2022 to Defendant Anwar. On information and belief, the email indicated for the registrant (subs@wedrivetech.com) is linked to Defendant TD.

114. While active, Website 24 used the Amazon Marks and other tactics to deceive victims into believing it was affiliated with Amazon. The deception started with the domain



1 name, which unlawfully used the Amazon Marks. As shown in **Figure 35**<sup>34</sup> below, Website 24  
 2 is designed to convey a misleading and confusing affiliation with Amazon, making further use of  
 3 the Amazon Marks. Website 24 features the word “Amazon” paired with a knockoff version of  
 4 Amazon’s orange smile logo, set in the upper left corner of the site. This design intentionally  
 5 mirrors the design of Amazon.com, which also features the word “Amazon” with the smile logo,  
 6 in orange, set in the upper left corner of the website.

7 **Figure 35.**



23  
24  
25  


---

<sup>34</sup> Images captured from amazonpublishingpartner.com on 10/14/2022.

1           115.   **Website 24 Test Purchase.** In April 2023, an outside investigator working on  
2 behalf of Amazon’s outside counsel contacted Defendants through Website 24. During  
3 communications with Website 24, the investigator asked whether “you or your company are  
4 directly affiliated with Amazon.” Defendants or their agents falsely responded “[y]es, we are a  
5 third-party authorized publishers [sic] affiliated with them.” Defendants or their agents also  
6 communicated with the investigator using an email address  
7 (alex.wilson@amazonprofessionalpublishers.com) that on information and belief, is affiliated  
8 with Website 25 (amazonprofessionalpublishers.com), revealing a connection between the two  
9 sites. After confirming that Defendants misrepresent their affiliation with Amazon, the  
10 investigator ceased communication.

11                                   y.     **Website 25 – amazonprofessionalpublishers.com**

12           116.   The domain used in the web address for Website 25  
13 (amazonprofessionalpublishers.com) was registered on March 27, 2023. Amazon is unaware of  
14 the registrant for this domain, because the registrant information is redacted in publicly available  
15 records. Third party Namecheap is the registrar of the domain used in the web address for  
16 Website 25.

17           117.   Website 25 uses the Amazon Marks and other tactics to deceive victims into  
18 believing it is affiliated with Amazon. The deception starts with the domain name, which  
19 unlawfully uses the Amazon Marks. As shown in **Figure 36**<sup>35</sup> below, Website 25 is designed to  
20 convey a misleading and confusing affiliation with Amazon, making further use of the Amazon  
21 Marks. Website 25 features the word “Amazon” paired with an orange arc, designed to mimic  
22 Amazon’s orange smile logo, in the upper left corner of the site, in a manner reminiscent of  
23  
24

25 \_\_\_\_\_  
<sup>35</sup> Images captured from amazonprofessionalpublishers.com on 8/2/2023.

1 Amazon.com. The word “Amazon” is displayed in a font similar to that used on Amazon.com.  
2 Website 25 also uses an orange and black color scheme like the one used on Amazon.com.

3 118. As noted above, when an investigator contacted Website 24, Defendants or their  
4 agents communicated using an email domain associated with Website 25  
5 (alex.wilson@amazonprofessionalpublishers.com).

6 **Figure 36.**



z. **Website 26 – amzkindlepublishing.com**

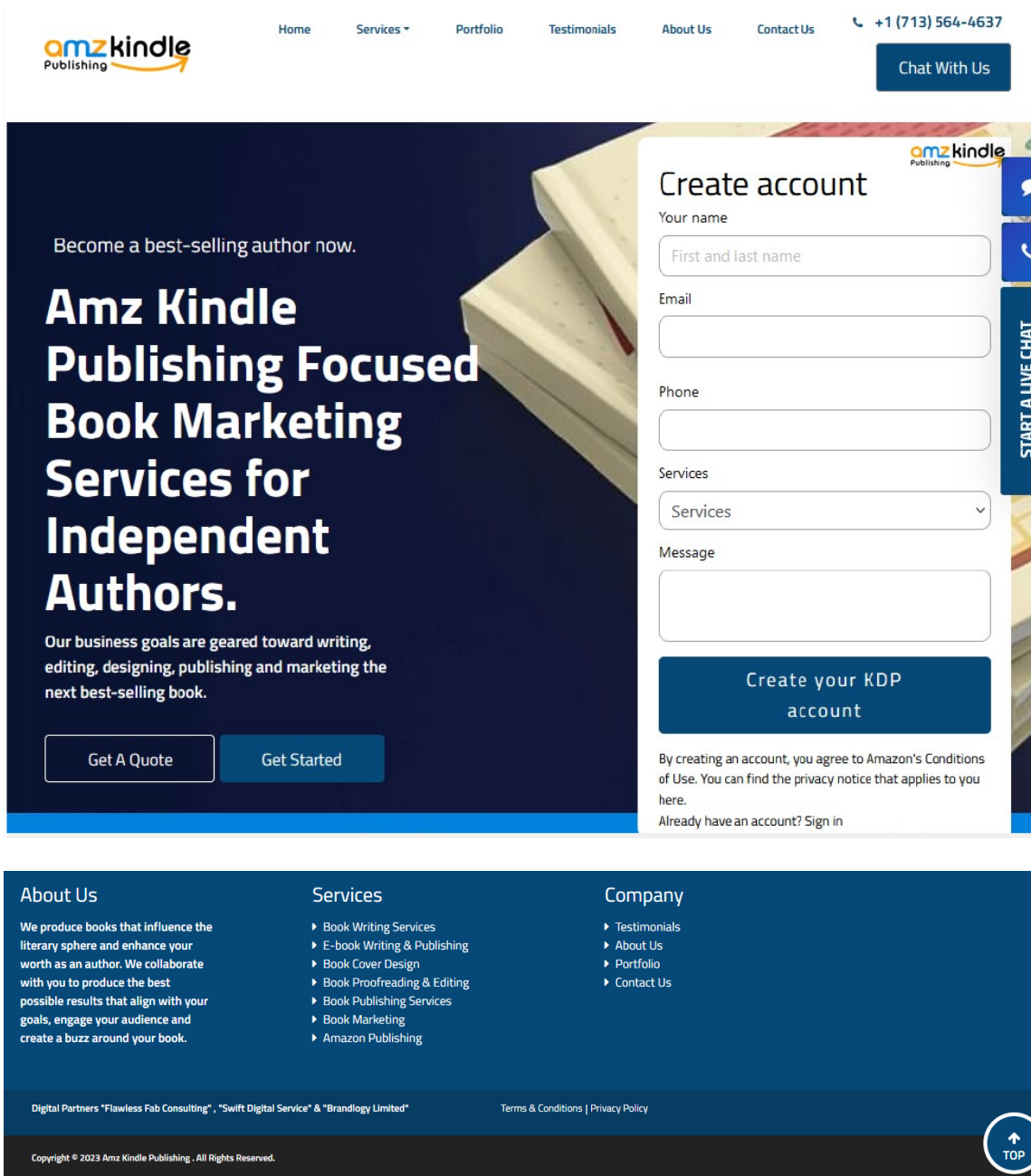
119. The domain used in the web address for Website 26 (amzkindlepublishing.com) was registered on May 4, 2023 by Defendant Qureshi.

120. While active, Website 26 used the Amazon Marks and other tactics to deceive victims into believing it is affiliated with Amazon. The deception starts with the domain name, which unlawfully uses the Amazon Marks. The domain name also uses “AMZ”, which when used in conjunction with the sale of products relating to Amazon services, is clearly meant to be an abbreviated version of Amazon’s trademarked name. As shown in **Figure 37**<sup>36</sup> below, Website 26 is designed to convey a misleading and confusing affiliation with Amazon, making further use of the Amazon Marks. Website 26 features the words “AMZ” and “kindle” set in the upper left corner of the site, along with Amazon’s orange smile logo, in a manner reminiscent of Amazon’s official website. A portion of Website 26’s logo also mimics Amazon’s black and orange color scheme.

**Figure 37.**

---

<sup>36</sup> Images captured from amzkindlepublishing.com on 8/1/2023. An earlier image of Website 26, captured 5/4/2023, advertised the address of the registrant for domain amazonpublisherpro.com, Defendant Alam, and the registered address for his entity, Defendant DDS.



121. **Website 26 Victim Report.** On or about July 4, 2023, a victim (“Victim 12”) contacted Amazon to report that she had been defrauded by Defendants. Victim 12 is an author who sought to self-publish a book through Amazon, and indicated that she engaged with “MK Affiliates” after searching for an “Amazon’s legitimate publishing services. Victim 12 believed she was interacting directly with Amazon, based in part by assurances from Defendants or their agents. Victim 12 paid Defendant MKA \$8,500 for purported editorial and publication services,

1 which were materially defective, and then sought a refund. While attempting to get a refund,  
2 Victim 12 somehow connected to “Amz Kindle Publishing,” whose representative told Victim  
3 12 he could help her get her money back from Defendant MKA. This representative used an  
4 email sharing Website 26’s domain (amzkindlepublishing.com). Victim 12 then received a  
5 refund of all but \$800, causing her to think that “Amz Kindle Publishing” was part of Amazon.  
6 Defendants then induced Victim 12 to pay thousands of additional dollars for purported  
7 publication services. Her payments went to several entities, including Defendants OSCS and  
8 DDS. After paying these funds, Victim 12 learned that “Amz Kindle Publishing” has no  
9 affiliation with Amazon.

10 **V. CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **Trademark Infringement (15 U.S.C. § 1114)**

13 **By Amazon Technologies**

14 122. Plaintiffs incorporate by reference the factual allegations contained in Sections I–  
15 IV as though set forth herein.

16 123. Defendants’ activities infringe the Amazon Marks.

17 124. Plaintiffs advertise, market, and distribute their products and services using the  
18 Amazon Marks, and use them to distinguish their products and services from the products and  
19 services of others in the same or related fields.

20 125. Because of Plaintiffs’ long, continuous, and exclusive use of the Amazon Marks,  
21 they have come to mean, and are understood by customers, users, and the public to signify,  
22 products and services from Plaintiffs.

23 126. The Subject Websites use the Amazon Marks in commerce in a manner that is  
24 intended to cause confusion, mistake, or deception as to source, origin, or authenticity of the  
25 Subject Websites and Defendants’ services.

1           127. Further, Defendants’ activities are likely to lead the public to conclude,  
2 incorrectly, that the Subject Websites and Defendants’ services originate with or are authorized  
3 by Plaintiffs, thereby harming Amazon, and innocent victims.

4           128. At a minimum, Defendants acted with willful blindness to, or in reckless  
5 disregard of, their lack of authority to use the Amazon Marks and the confusion that the use of  
6 the Amazon Marks had on consumers as to the source, sponsorship, affiliation, or approval by  
7 Plaintiffs of the Subject Websites and services.

8           129. Defendants are subject to liability, jointly and severally, for the wrongful conduct  
9 alleged herein, both directly and under various principles of secondary liability, including  
10 without limitation, respondeat superior, vicarious liability, and/or contributory infringement.

11           130. As a result of Defendants’ wrongful conduct, Plaintiffs are entitled to recover  
12 their actual damages, Defendants’ profits attributable to the infringement, and treble damages  
13 and attorney fees pursuant to 15 U.S.C. § 1117(a)–(b). The amount of money due from  
14 Defendants to Plaintiffs is unknown to Plaintiffs and cannot be ascertained without a detailed  
15 accounting by Defendants. Alternatively, Plaintiffs are entitled to statutory damages under 15  
16 U.S.C. § 1117(c).

17           131. Plaintiffs are further entitled to injunctive relief, as set forth in the Prayer for  
18 Relief below. Plaintiffs have no adequate remedy at law for Defendants’ wrongful conduct  
19 because, among other things: (a) the Amazon Marks are unique and valuable property; (b) in  
20 addition to the significant harm that Defendants have caused to innocent customers, Defendants’  
21 infringement constitutes harm to Plaintiffs’ reputation and goodwill such that Plaintiffs could not  
22 be made whole by any monetary award; (c) if Defendants’ wrongful conduct is allowed to  
23 continue, the public is likely to become further confused, mistaken, or deceived as to the source,  
24 origin, or authenticity of the services being offered by the Subject Websites; and (d) Defendants’  
25 wrongful conduct, and the resulting harm to Plaintiffs, is continuing.

**SECOND CAUSE OF ACTION**

**False Affiliation and Designation of Origin (15 U.S.C. § 1125(a))**

**By All Plaintiffs**

132. Plaintiffs incorporate by reference the factual allegations contained in Sections I–IV as though set forth herein.

133. Plaintiffs advertise, market, and distribute their products and services using the Amazon Marks to distinguish their products and services from the products and services of others in the same or related fields.

134. Because of Plaintiffs’ long, continuous, and exclusive use of the Amazon Marks, they have come to mean, and are understood by customers, users, and the public to signify, products and services from Plaintiffs.

135. Plaintiffs have also designed distinctive and aesthetically pleasing displays, logos, icons, and graphic images for their websites and products.

136. Defendants’ wrongful conduct includes the use of the Amazon Marks, names, and/or imitation designs (specifically displays, logos, icons, and/or graphic designs virtually indistinguishable from the Amazon designs), and false statements regarding Amazon, and their products or services in connection with Defendants’ commercial advertising or promotion.

137. Defendants have used, and continue to use, the Amazon Marks and/or imitation designs to deceive customers. On information and belief, Defendants’ wrongful conduct misleads and confuses their users and the public as to the origin and authenticity of the goods and services advertised, marketed, offered, or distributed in connection with the Amazon Marks, names, and imitation visual designs, and wrongfully trades upon Plaintiffs’ goodwill and business reputation.

138. Defendants’ acts constitute willful false statements in connection with goods and/or services distributed in interstate commerce, in violation of 15 U.S.C. § 1125(a).



1 139. Defendants are subject to liability for the wrongful conduct alleged herein, both  
2 directly and under various principles of secondary liability, including without limitation,  
3 respondeat superior, vicarious liability, and/or contributory infringement.

4 140. As a result of Defendants' wrongful conduct, Plaintiffs are entitled to recover  
5 their actual damages, Defendants' profits, and treble damages and attorney fees pursuant to 15  
6 U.S.C. § 1117(a)–(b). The amount of money due from Defendants to Plaintiffs is unknown to  
7 Plaintiffs and cannot be ascertained without a detailed accounting by Defendants. Alternatively,  
8 Plaintiffs are entitled to statutory damages under 15 U.S.C. § 1117(c).

9 141. Plaintiffs are further entitled to injunctive relief, as set forth in the Prayer for  
10 Relief below. In addition to the significant harm that Defendants have caused to innocent  
11 customers, Defendants' acts have caused irreparable injury to Plaintiffs. The injury to Plaintiffs  
12 is and continues to be ongoing and irreparable. An award of monetary damages cannot fully  
13 compensate Plaintiffs for their injuries, and Plaintiffs lack an adequate remedy at law.

14 **THIRD CAUSE OF ACTION**

15 **Trademark Dilution (15 U.S.C. § 1125(c))**

16 **By Amazon Technologies**

17 142. Plaintiffs incorporate by reference the factual allegations contained in Sections I–  
18 IV as though set forth herein.

19 143. Plaintiffs have exclusively and continuously promoted and used the Amazon  
20 Marks. As one of the world's most well-known technology companies, the Amazon Marks have  
21 become famous, distinctive, and well-known symbols of Plaintiffs—well before Defendants  
22 began using the Amazon Marks in association with their goods or services unaffiliated with  
23 Plaintiffs.

24 144. The actions of Defendants including, but not limited to, their unauthorized use of  
25 the Amazon Marks in commerce to deceive users into believing the Subject Websites and

1 services being offered are affiliated with Plaintiffs are likely to cause dilution of the Amazon  
2 Marks by blurring and tarnishment in violation of 15 U.S.C. § 1125(c).

3 145. As a result of Defendants' willful conduct, Plaintiffs are entitled to recover their  
4 actual damages, Defendants' profits, and treble damages and attorney fees pursuant to 15 U.S.C.  
5 § 1117(a). The amount of money due from Defendants to Plaintiffs is unknown to Plaintiffs and  
6 cannot be ascertained without a detailed accounting by Defendants. Alternatively, Plaintiffs are  
7 entitled to statutory damages under 15 U.S.C. § 1117(c).

8 146. Plaintiffs are further entitled to injunctive relief, as set forth in the Prayer for  
9 Relief below. In addition to the significant harm that Defendants have caused to innocent  
10 customers, Defendants' acts have caused irreparable injury to Plaintiffs. The injury to Plaintiffs  
11 is and continues to be ongoing and irreparable. An award of monetary damages cannot fully  
12 compensate Plaintiffs for their injuries, and Plaintiffs lack an adequate remedy at law.

13 **FOURTH CAUSE OF ACTION**

14 **Cybersquatting (15 U.S.C. § 1125(d))**

15 **By Amazon Technologies**

16 147. Plaintiffs incorporate by reference the factual allegations contained in Sections I–  
17 VI as though set forth herein.

18 148. Plaintiffs have exclusively and continuously promoted and used the Amazon  
19 Marks. As one of the world's most well-known technology companies, the Amazon Marks have  
20 become famous, distinctive, and well-known symbols of Plaintiffs—well before any of the  
21 Defendants registered and used the domains used in the web addresses of the Subject Websites.

22 149. Defendants registered and used the domains of the Subject Websites with a bad  
23 faith intent to profit from the Amazon Marks by using the Marks to divert consumers from  
24 Plaintiff's online location, to sites operated by Defendants for commercial gain, and creating a  
25 likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of the site.

1           150. Defendants registered and used the domains of the Subject Websites with a bad  
2 faith intent to profit from the Amazon Marks by registering or acquiring multiple similar domain  
3 names using Amazon Marks, which are confusingly similar or dilutive of domain names used by  
4 Plaintiffs, used to advertise similar services.

5           151. Plaintiffs have pursued several UDRP actions to recover some of the listed  
6 domain names including those used in the web addresses for Subject Websites;  
7 amazonpublishingoffice.com (“Website 1”), amazondirectpublisher.com (“Website 2”),  
8 amazonkdppublishingpros.com (“Website 3”), amazonpublishingfirm.com (“Website 4”), and  
9 amzprofs.com (“Website 5”), amazonkindledirectpublishing.com (“Website 7”),  
10 amazonproinc.com (“Website 11”), amazonprovinc.com (“Website 12”),  
11 amazonkindlebookpublishing.com (“Website 13”), amazonkindleproinc.com (“Website 14”),  
12 amazonkdpublishers.com (“Website 15”), amazondigitalpro.com (“Website 18”),  
13 amazonpublisherpro.com (“Website 20”), amazonpublishingzone.com (“Website 21”),  
14 amazonpublishingpartner.com (“Website 24”), and amzkindlepublishing.com (“Website 26”), in  
15 order to most expeditiously mitigate the harm to Plaintiffs and the public.

16           152. As a result of Defendants’ willful conduct, Plaintiffs are entitled to recover their  
17 actual damages, Defendants’ profits, and treble damages and attorney fees pursuant to 15 U.S.C.  
18 § 1117(a). The amount of money due from Defendants to Plaintiffs is unknown to Plaintiffs and  
19 cannot be ascertained without a detailed accounting by Defendants. Alternatively, Plaintiffs are  
20 entitled to statutory damages under 15 U.S.C. § 1117(d).

21           153. Plaintiffs are entitled to have the domains used in the web addresses of the  
22 following Subject Websites transferred to them, or in the alternative to have these domains  
23 forfeited or cancelled; amazondigitalpublishing.com (“Website 6”), amazondigitalpublisher.com  
24 (“Website 8”), amazondigitalpublishers.com (“Website 9”), amazonpublishingsol.com (“Website  
25 10”), amzdigitalpro.com (“Website 19”), amazonkdpublishing.com (“Website 22”),

1 amazonkdppublication.com (“Website 23”), and amazonprofessionalpublishers.com (“Website  
2 25”).

3 154. Plaintiffs are further entitled to injunctive relief, as set forth in the Prayer for  
4 Relief below. In addition to the significant harm that Defendants have caused to innocent  
5 customers, Defendants’ acts have caused irreparable injury to Plaintiffs. The injury to Plaintiffs  
6 is and continues to be ongoing and irreparable. An award of monetary damages cannot fully  
7 compensate Plaintiffs for their injuries, and Plaintiffs lack an adequate remedy at law.

8  
9 **VI. PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs respectfully pray for the following relief:

11 A. That the Court enter judgment in favor of Plaintiffs on all claims;

12 B. That the Court issue an order permanently enjoining Defendants, their officers,  
13 agents, representatives, employees, successors and assigns, and all others in active concert or  
14 participation with them, from:

15 (i) Using the Amazon Marks in connection with any customer support  
16 services, or sale of goods or services;

17 (ii) Registering or using domains that include, are confusingly similar to, or  
18 dilutive of, the Amazon Marks;

19 (iii) Using any other indication of Plaintiffs’ brands in connection with any  
20 sale of goods or customer support services;

21 (iv) Making any statement of an affiliation or connection to Plaintiffs in  
22 connection with any sale of goods or customer support services; or

23 (v) Assisting, aiding, or abetting any other person or business entity in  
24 engaging or performing any of the activities referred to in the subparagraphs above;

25 C. That the Court enter an order requiring Defendants to provide Plaintiffs a full and

1 complete accounting of all proceeds from the operation of Subject Websites, including proceeds  
2 from customers and an identification of those customers;

3 D. That Defendants' profits from the tortious activity alleged in this Complaint be  
4 disgorged pursuant to 15 U.S.C. § 1117(a);

5 E. That Defendants be required to pay all actual damages which Plaintiffs have  
6 sustained, or will sustain, as a consequence of Defendants' unlawful acts, and that such damages  
7 be trebled as provided for by 15 U.S.C. § 1117(a)–(b), or otherwise allowed by law;

8 F. That if greater than actual damages, Defendants be required to pay the maximum  
9 statutory damages for their infringement of the Amazon Marks pursuant to 15 U.S.C. § 1117(c);

10 G. That Defendants be required to pay the costs of this action and the reasonable  
11 attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117, or  
12 otherwise by law;

13 H. That the court order the transfer of the domains used in the web addresses of the  
14 Subject Websites 6, 8-10, 19, 22, 23, and 25 to the Plaintiffs; and

15 I. That the Court grant Plaintiffs such other, further, and additional relief as the  
16 Court deems just and equitable.

17  
18 DATED this 30th day of October, 2023.

19 DAVIS WRIGHT TREMAINE LLP  
20 Attorneys for Plaintiffs

21 By: /s/ John D. Freed

22 John D. Freed (Bar No. 261518)  
23 DAVIS WRIGHT TREMAINE LLP  
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Telephone: (415) 276-6500  
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Bonnie MacNaughton (Bar No. 107402)

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JS-CAND 44 (Rev. 10/2020)

### CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p><b>I. (a) PLAINTIFFS</b>                  AMAZON.COM, INC.; AMAZON TECHNOLOGIES, INC.</p> <p><b>(b)</b> County of Residence of First Listed Plaintiff                  (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p><b>(c)</b> Attorneys (Firm Name, Address, and Telephone Number)                  DAVIS WRIGHT TREMAINE                  50 California Street, 23<sup>rd</sup> Floor                  San Francisco, CA 94111                  (415) 276-6500</p>	<p><b>DEFENDANTS</b>                  UMER WASIM, ET AL.</p> <p>County of Residence of First Listed Defendant                  (IN U.S. PLAINTIFF CASES ONLY)                  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p><b>III CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> <td></td> <td style="text-align: center;"><b>PTF</b></td> <td style="text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>																				
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**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment Of Veteran's Benefits <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury -Medical Malpractice	<p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC § 881 <input type="checkbox"/> 690 Other <p style="text-align: center;"><b>LABOR</b></p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <p style="text-align: center;"><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC § 158 <input type="checkbox"/> 423 Withdrawal 28 USC § 157 <p style="text-align: center;"><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent—Abbreviated New Drug Application <input checked="" type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <p style="text-align: center;"><b>SOCIAL SECURITY</b></p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <p style="text-align: center;"><b>FEDERAL TAX SUITS</b></p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC § 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC § 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding  2 Removed from State Court  3 Remanded from Appellate Court  4 Reinstated or Reopened  5 Transferred from Another District (specify)  6 Multidistrict Litigation-Transfer  7 Multidistrict Litigation-Direct File

**VI. CAUSE OF ACTION** Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 15 U.S.C. § 1125, 15 U.S.C. § 1114  
 Brief description of cause:  
 Trademark infringement; cybersquattin; violation of Lanham Act § 43(a); trademark dilution

**VII. REQUESTED IN COMPLAINT:**  CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. **DEMAND \$** \_\_\_\_\_ **CHECK YES only if demanded in complaint: JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S), IF ANY** (See instructions): \_\_\_\_\_ **JUDGE** \_\_\_\_\_ **DOCKET NUMBER** \_\_\_\_\_

**IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)**

(Place an "X" in One Box Only)

SAN FRANCISCO/OAKLAND

SAN JOSE

EUREKA-MCKINLEYVILLE

**DATE**

**SIGNATURE OF ATTORNEY OF RECORD**





## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”

**Date and Attorney Signature.** Date and sign the civil cover sheet.