

ORIGINAL

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 NORTHERN DISTRICT OF CALIFORNIA

JCS

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

UBIQUITI NETWORKS, INC., a Delaware  
 corporation,

Plaintiff,

vs.

KOZUMI USA CORP., a Florida corporation;  
 SHAO WEI HSU; LILIA KUNG; DOES ONE  
 THROUGH ONE HUNDRED.

Defendants.

Case No.: **CV 12 2582**

Judge \_\_\_\_\_

**COMPLAINT IN SUPPORT OF  
 PLAINTIFF'S EX PARTE  
 APPLICATION FOR TEMPORARY  
 RESTRAINING ORDER**

**JURY TRIAL DEMANDED**

Plaintiff Ubiquiti Networks, Inc. ("Plaintiff" or "Ubiquiti") brings this complaint against Defendants Kozumi USA Corp. ("Kozumi"), Shao Wei Hsu ("Mr. Hsu"), Lilia Kung ("Ms. Kung") (collectively, "Defendants"), and Does One through One Hundred and alleges as follows:

**PRELIMINARY STATEMENT**

1. Defendants are masterminding an international counterfeiting scheme to profit illegally from Ubiquiti's established trademarks and goodwill in the wireless and networking technology markets. Using stolen source code and proprietary designs, Defendants have been manufacturing millions of dollars' worth of counterfeit Ubiquiti products, packaging them in boxes that are virtually identical to genuine Ubiquiti packaging, and selling them to unsuspecting

1 customers throughout the world. These customers are deceived into believing that they are  
2 purchasing genuine Ubiquiti products when they are actually buying substandard counterfeit  
3 goods. The availability of these counterfeit products in the marketplace is causing substantial  
4 harm to the Ubiquiti brand and needs to be stopped immediately.

### 5 **THE PARTIES**

6 2. Ubiquiti is a Delaware corporation with its principal place of business at  
7 91 E. Tasman Drive, San Jose, CA 95134. Ubiquiti designs, develops and offers for sale under  
8 the UBIQUITI mark a wide variety of equipment used in wireless communications, including  
9 receivers, transmitters, routers, and antennas, as well as software used to operate the devices.

10 3. On information and belief, Defendant Kozumi USA Corp. is a Florida corporation  
11 with its principal place of business at 6960 NW 50th Street, Miami, FL 33166. Defendant  
12 Kozumi USA Corp. is a former distributor of genuine Ubiquiti products. On information and  
13 belief, Defendant Kozumi USA Corp. continues to distribute equipment used in wireless  
14 communications, including counterfeit Ubiquiti products.

15 4. On information and belief, Defendant Shao Wei Hsu (who also goes by the names  
16 William Wu Hsu, William Hsu Wu, and Guillermo Hsu, among others), is a Brazilian citizen who  
17 resides in and conducts business at or near 3005 Hartridge Terrace in Wellington, Florida.  
18 Mr. Hsu is the founder, sole owner and director of Kozumi.

19 5. Upon information and belief, Defendant Lilia Kung is a Brazilian citizen who  
20 resides or does business at or near 3005 Hartridge Terrace in Wellington, Florida. Upon  
21 information and belief, Ms. Kung is Mr. Hsu's wife.

22 6. Ubiquiti is ignorant of the true names and capacities of defendants sued as Does  
23 One through One Hundred, inclusive, and, for that reason, sues these defendants by their fictitious  
24 names. When the true names and capacities of these defendants have been ascertained, Ubiquiti  
25 will seek leave of Court to amend this complaint accordingly.

### 26 **JURISDICTION AND VENUE**

27 7. This Court has jurisdiction over this action pursuant to 15 U.S.C. § 1121 (action  
28 arising under the Lanham Act); 28 U.S.C. § 1331 (federal question); 28 U.S.C. § 1338(a) (any

1 Act of Congress relating to trademarks); 28 U.S.C. § 1367 (supplemental jurisdiction); and the  
 2 U.S. copyright laws, 17 U.S.C. § 101, *et seq.*

3 8. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and (c) because  
 4 Ubiquiti's principal place of business is within this district and Ubiquiti transacts business within  
 5 this district. Ubiquiti has suffered harm in this district, and the Lanham Act provides that venue  
 6 lies in the place of harm to the plaintiff.

7 9. This Court has personal jurisdiction over the Defendants (under the Lanham Act)

### 8 **ALTER EGO ALLEGATIONS**

9 10. Plaintiff alleges on information and belief that there exists, and at all times  
 10 relevant herein existed, a unity of interest and ownership between Defendants Hsu and Kung  
 11 (collectively, "the Individual Defendants") and Kozumi, such that any individuality and  
 12 separateness between the Individual Defendants and Kozumi has ceased.

13 11. Plaintiff is informed and believes, and there upon alleges that the Individual  
 14 Defendants have improperly managed, controlled, and dominated Defendant Kozumi, as their  
 15 alter ego, agent and instrumentality.

16 12. On information and belief, Kozumi was established, and has at all relevant times  
 17 been run and operated, by Hsu.

18 13. On information and belief, Kozumi has never issued public shares and is a closely-  
 19 held corporation owned entirely by Hsu.

20 14. Kozumi distributes wireless hardware devices and otherwise conducts business  
 21 under the direction of the Individual Defendants and individuals acting on their behalf.

22 15. On information and belief, the day-to-day operations of Kozumi are inextricably  
 23 intertwined with those of the Individual Defendants. The corporate entity is the mere  
 24 instrumentality which, on information and belief, is controlled entirely by the Individual  
 25 Defendants. Kozumi, on the one hand, and the Individual Defendants, on the other hand, are alter  
 26 egos of one another.

27 16. Plaintiff is informed and believes, and thereupon alleges that the conduct of the  
 28 Individual Defendants in holding all or substantially all of Kozumi's assets as their alter ego,

1 agent and/or instrumentality constitutes abuse of the corporate privilege, through which the  
2 Individual Defendants seek inequitable advantage based on the fiction of separate existence.

3 17. Adherence to the fiction of the separate existence of the Individual Defendants and  
4 Kozumi with regard to this action would promote injustice because of the allegations set forth  
5 above. Accordingly, the Individual Defendants are jointly and severally liable for the damages  
6 incurred by Kozumi, as alleged below.

## 7 **FACTS**

### 8 **Ubiquiti's History and Business**

9 18. Founded in June 2005, Ubiquiti is a next-generation communications technology  
10 company that designs and develops proprietary technologies. Ubiquiti's products and solutions  
11 have bridged the digital divide between emerging and developed markets by fundamentally  
12 changing the economics of deploying high performance networking solutions in underserved and  
13 underpenetrated markets globally. Ubiquiti's technology platforms AirMax, UniFi, AirView and  
14 AirFiber, focus on delivering industry-leading performance, compelling price-performing  
15 characteristics and an unparalleled user experience. Ubiquiti has reduced high product and  
16 network deployment costs and other business model inefficiencies to enable rapid market  
17 adoption of its products and solutions in emerging markets.

18 19. Ubiquiti's extensive product line includes the Nanostation, NanoStation M,  
19 NanoStation Loco M (collectively, "NanoStations"), the AirRouter, the PicoStation, the  
20 PowerStation, the AirGrid M series, the AirView series, the Rocket M series, the UniFi series,  
21 and the Bullet. The NanoStations are wireless "customer premises equipment" that permit  
22 outdoor throughput. The AirGrid M is a broadband wireless device that combines antenna and  
23 radio using Ubiquiti's proprietary Innerfeed technology. The Rocket M and Bullet are radio  
24 devices with enhanced receivers.

25 20. All Ubiquiti products run on Ubiquiti's proprietary airOS® operating system and  
26 under Ubiquiti's proprietary AirMAX® protocol. The AirMAX® logo is present on the  
27 packaging of all Ubiquiti products. The airOS® logo appears onscreen when the user logs in on  
28



1 the web interface using the Ubiquiti username and password, which also appear on the product  
2 packaging.

3 21. All Ubiquiti product packaging is labeled with Ubiquiti's name and corporate  
4 address, Ubiquiti's domain name (www.ubnt.com), the Ubiquiti logo, and the AIRMAX®  
5 trademark. They are also marked with a unique identifying code called a Media Access Control  
6 ID ("MAC ID"). The product packaging and the product labels also contain a unique Federal  
7 Communications Commissions ("FCC") IDentification number assigned by the FCC, SWX-M2,  
8 which can be used to find information about the manufacturer and the product, including  
9 approved frequency ranges, via the FCC website. The packaging and the labels also have the  
10 European Union "CE" mark, certifying compliance with European Union safety, health and  
11 environmental protection requirements. Finally, Ubiquiti has recently started to include a "Quick  
12 Start Guide" bearing the Ubiquiti Networks trademark and the Ubiquiti logo with each of its  
13 products. The guide has instructions on how to enter a username and password on the Ubiquiti  
14 website, which is a preliminary step required to access the embedded airOS® operating system in  
15 each device.

16 22. Most Ubiquiti products, including NanoStations, come with a Power Over  
17 Ethernet ("POE") cord and adaptor, which also bear the Ubiquiti Networks name and the Ubiquiti  
18 logo. All Ubiquiti POE cords and adaptors are inspected by the Underwriters Laboratories  
19 ("UL") for quality and safety and are given a UL certificate as a condition of final sale. This UL  
20 certificate is affixed directly to the POE adaptor and is generally accepted within the industry as  
21 conveying to competitors and consumers that the product has met certain usage, performance, and  
22 safety requirements. The POE adaptor also bears the European Union "CE" mark.

23 23. In general, Ubiquiti designs and develops each of its products in-house, and uses  
24 contract manufacturers based in China and Taiwan to manufacture the products according to  
25 Ubiquiti's proprietary designs. Ubiquiti has stringent standards that contract manufacturers are  
26 required to meet, and closely monitors the quality of products that they produce to assure that  
27 they meet Ubiquiti's high quality standards.  
28

1           24.     Ubiquiti uses a worldwide network of distributors to market and distribute its  
2 products. The products are currently offered in the United States and in over 65 other countries,  
3 with a particular focus on emerging economies in South America, such as Argentina, Brazil, and  
4 Paraguay. In most instances, the distributors acquire the products directly from Ubiquiti's  
5 contract manufacturers located in China or Taiwan and ship them directly to the local market  
6 where they are active.

7                           **Ubiquiti's Intellectual Property and Goodwill**

8           25.     Ubiquiti has taken systematic steps to protect its corporate name and product  
9 names.

10          26.     On April 30, 2009, Ubiquiti filed a trademark application in the United States  
11 Patent and Trademark Office ("USPTO") for the mark AIROS® (stylized) for computer software  
12 in International Class 9, claiming a first use date of at least as early as January 29, 2008. This  
13 trademark was registered on February 9, 2010 under Registration No. 3,746,223.

14          27.     On December 23, 2009, Ubiquiti filed a trademark application in the USPTO for  
15 the mark AIRMAX® for telecommunications and data networking hardware, also in International  
16 Class 9, claiming a first use date of at least as early as July 1, 2009. This trademark was  
17 registered on August 24, 2010 under Registration No. 3,837,240.

18          28.     On January 7, 2010, Ubiquiti filed a trademark application in the USPTO for the  
19 mark UBNT® for telecommunications and data networking hardware, also in International Class  
20 9, claiming a first use date of at least as early as December 31, 2006. This trademark was  
21 registered on October 5, 2010 under Registration No. 3,856,016.

22          29.     On March 16, 2010, Ubiquiti filed a trademark application in the USPTO for the  
23 mark AIRGRID® for antennas, also in International Class 9, claiming a first use date of at least  
24 as early as December 1, 2009. This trademark was registered on December 7, 2010 under  
25 Registration No. 3,888,037.

26          30.     On September 8, 2009, Ubiquiti filed a trademark application in the USPTO for  
27 the mark AIRCONTROL® for computer software, also in International Class 9, claiming a first  
28

1 use date of at least as early as October 8, 2009. This trademark was registered on August 3, 2010  
2 under Registration No. 3,829,292.

3 31. On April 30, 2009, Ubiquiti filed a trademark application in the USPTO for the  
4 mark AIRVIEW® for wave generators, analyzers and sensors, also in International Class 9,  
5 claiming a first use date of at least as early as March 18, 2009. This trademark was registered on  
6 November 24, 2009 under Registration No. 3,715,098.

7 32. On August 4, 2010, Ubiquiti filed a trademark application in the USPTO for the  
8 mark UNIFI® (stylized) for transmitters and receivers, also in International Class 9, claiming a  
9 first use date of at least as early as January 15, 2011. This trademark was registered on  
10 December 6, 2011 under Registration No. 4,068,223.

11 33. Ubiquiti also has pending applications for the following marks in the United  
12 States:

<b>AIRBLAST</b>	Computer software
<b>AIRCAM</b>	Cameras; camera system; surveillance system; computer hardware for IP video surveillance
<b>AIRFIBER</b>	Broadband radios
<b>AIRMAXSYNC</b>	Computer hardware and software for setting up and configuring wide area networks
<b>AIRSELECT</b>	Computer software
<b>AIRVISION</b>	Computer software and hardware for use in network management
<b>BULLET 2 UBIQUITI NETWORKS &amp; Logo</b>	Outdoor radio devices
<b>Ubiquiti Logo</b>	Broadband wireless equipment; computer software; wireless access point (WAP) devices; devices for wireless radio transmission; telecommunications and data networking hardware, antennae
<b>EDGEMAX</b>	Routers
<b>INNERSTATION</b>	Radio devices
<b>MFI</b>	Display monitors, auto compasses, and software to manage traffic
<b>NANOBRIDGE</b>	Telecommunications and data networking hardware,
<b>NANOSTATION</b>	Telecommunications and data networking hardware
<b>PICOSTATION</b>	Telecommunications and data networking hardware
<b>POWERBRIDGE</b>	Telecommunications and data networking hardware
<b>ROCKET</b>	Radio devices
<b>UBIQUITI</b>	Broadband wireless equipment; computer software; wireless access point (WAP) devices; devices for wireless radio transmission; telecommunications and data networking hardware, antennae
<b>UBIQUITI NETWORKS</b>	Broadband wireless equipment; computer software; wireless access point (WAP) devices; devices for wireless radio transmission; telecommunications and data networking hardware, antennae
<b>UBIQUITI NETWORKS</b>	Broadband wireless equipment; computer software; wireless access point



<b>&amp; Logo</b>	(WAP) devices; devices for wireless radio transmission; telecommunications and data networking hardware, antennae
<b>UNITEL</b>	Computer software

34. Internationally, Ubiquiti holds registrations or has pending applications for all of the above marks in Argentina, Brazil, Chile, Colombia, Ecuador, Hong Kong, Paraguay, Peru, Taiwan, Uruguay, and Venezuela. In addition, Ubiquiti has applied to register and has registered several of its brand names and products names in China, and holds a European Union registration for UBIQUITI NETWORKS and Design.

35. In addition to its trademarks, Ubiquiti owns two copyright registration for its airOS® operating system:

- (a) Ubiquiti owns U.S. Copyright No. TXu001795146 for airOS version 5.2.1.
- (b) Ubiquiti owns U.S. Copyright No. TXu001795147 for airOS version 5.3.

36. In addition to its substantial intellectual property investments, Ubiquiti has expended considerable time and resources to advertise and promote its products and brand throughout the world. In addition to traditional advertising, Ubiquiti hosts a Ubiquiti Networks Community Forum for users of Ubiquiti products who spread information about the products by word of mouth, offers certification and training courses through the Ubiquiti Academy to those interested in installing or using Ubiquiti products, and holds a "World Conference" each year where it unveils and demonstrates its latest products. The 2012 Ubiquiti World Conference was held in March in Chicago, Illinois.

37. In addition, Ubiquiti has received substantial unsolicited accolades and press. Ubiquiti received significant attention in August 2007 when a group of Italian amateur radio operators set a distance world record for point-to-point links in the 5.8 GHz spectrum using Ubiquiti cards and antennas. Ubiquiti also received the Wireless Internet Service Providers Association ("WISPA") Manufacturer of the Year award in both 2010 and 2011. Ubiquiti has also been nominated for awards by fellow wireless companies at WISPAPALOOZA 2010, and has won awards for best manufacturer as well as product of the year.



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**Ubiquiti's Relationship with Kozumi and Hsu**

43. In spring 2008, Hsu sought out Ubiquiti to become a distributor for Ubiquiti products in Latin America. On or around May 14, 2008, Ubiquiti and Kozumi entered into an Authorized Distribution Agreement ("ADA"). Ben Moore, Vice President of Business Development at Ubiquiti, signed the ADA on behalf of Ubiquiti and Defendant Hsu signed on behalf of Kozumi.

44. Under the ADA, Ubiquiti appointed Kozumi to be a nonexclusive distributor of Ubiquiti products in Latin America.

45. Ubiquiti's obligations under the contract were to provide product, sales, and technical training to Kozumi's sales team, to provide the agreed-upon pricing schedule, and to use reasonable efforts to deliver products in a timely fashion.

46. Kozumi's obligations as a distributor were to use its best efforts to locally promote and market Ubiquiti products in Latin America, and to use reasonable efforts to meet specified quarterly purchases. Kozumi also agreed not to disclose or release any Ubiquiti confidential information to any third party without Ubiquiti's express approval.

47. The ADA licensed Kozumi to use the Ubiquiti Networks trademark in connection with its sales and marketing efforts under the ADA, but that the Ubiquiti Networks name and trademark was owned by Ubiquiti Networks. Section 3(b) of the ADA provided as follows:

Distributor is authorized to use Ubiquiti Networks name and trademark through its sales and marketing initiative – **The ownership of such mentioned name and trademark will remain Ubiquiti Networks property.**

(Emphasis added.) Except for Section 3(b) of the ADA, Ubiquiti never granted Kozumi or either of the Individual Defendants any right to use any Ubiquiti trademark. Ubiquiti never authorized any Defendant to seek registrations for any Ubiquiti trademark.

48. Pursuant to the ADA, Kozumi began purchasing Ubiquiti-branded products from Ubiquiti at wholesale prices and promoting and selling those products in Kozumi's Latin American distribution channels, specifically Argentina, Paraguay, and Brazil.

1           49. Kozumi initially identified the following two companies as its Latin American  
2 consignees: Syntronic S.A. in Argentina and Redemax S.A. in Paraguay. Syntronic S.A.'s  
3 corporate records indicate that Defendant Hsu is President of Syntronic S.A and that Defendant  
4 Kung is "Director alternative" of Syntronic S.A. Defendant Hsu's Facebook page also indentifies  
5 him as "owner" of Redemax S.A.

6           50. On June 7, 2009, Hsu notified Ubiquiti that Kozumi wanted all future product  
7 shipments to be sent to Kozumi's corporate address in Miami, Florida.

8           51. On information and belief, Defendants reaped considerable profits from their  
9 Ubiquiti product sales, and, in fact, became Kozumi's biggest revenue source. This success was  
10 due in large part to Ubiquiti's established goodwill and relatively low pricing structure: Kozumi  
11 could sell Ubiquiti products at a high markup and with little need for promotional spending. Over  
12 the course of the parties' distribution relationship, Kozumi and its affiliates purchased nearly  
13 \$2 million worth of Ubiquiti products.

14           52. Kozumi's sales of Ubiquiti products were so profitable to Kozumi's business that,  
15 in or around June 2009, Hsu proposed to Ubiquiti's sales manager that the companies enter into a  
16 joint partnership, making Kozumi's Syntronic and Redemax affiliates "master distributors" of  
17 Ubiquiti products in South America.

18           53. In or around September 2009, Ubiquiti learned that Kozumi was offering copycat  
19 products under the Kozumi brand, and using graphics on its website similar to those used by  
20 Ubiquiti. Ubiquiti was concerned that Kozumi was leveraging Ubiquiti's trademarks and  
21 goodwill to obtain a customer base for its own copycat Kozumi-branded products. Accordingly,  
22 Ubiquiti terminated the ADA with Kozumi and stopped filling orders received from Kozumi.

23           **Defendants' Scheme to Manufacture and Sell Counterfeit Ubiquiti Products**

24           54. On information and belief, the loss of Ubiquiti as a revenue source was devastating  
25 to Kozumi's previously profitable business ventures in Latin America. On information and  
26 belief, Defendants devised a worldwide scheme to sell counterfeit Ubiquiti to make up for  
27 Kozumi's loss. The scheme involved: (1) stealing Ubiquiti's proprietary product designs;  
28



1 (2) manufacturing and selling counterfeit Ubiquiti products, and (3) fraudulently obtaining the  
2 trademark rights to the Ubiquiti brand in South America and the United States.

3 55. On information and belief, Hsu initiated the counterfeiting scheme by working  
4 with Kenny Deng, owner of a Hong Kong-based manufacturing facility called Hoky Technology  
5 (“Hoky”), to arrange for the theft of Ubiquiti’s proprietary product designs from one of Ubiquiti’s  
6 approved contract manufacturers. On information and belief, Defendants used the stolen designs  
7 at the Hoky manufacturing facility to begin making counterfeit Ubiquiti products, including, but  
8 not limited to, NanoStation, AirGrid, Rocket, and Bullet products and began offering these  
9 products for sale in South America using Defendant Kozumi’s network of distributors and  
10 Defendant Hsu’s related entities.

11 56. The counterfeit Ubiquiti products obtained from the Hoky factory in China appear  
12 identical to the genuine products. The counterfeit product packaging is labeled with Ubiquiti’s  
13 name and corporate address, Ubiquiti’s domain name (www.ubnt.com), the Ubiquiti logo, and the  
14 AIRMAX® trademark. It is also marked with the unique MAC ID identifying code, and the  
15 Ubiquiti NanoStation IP address username, and password used to register the airOS® operating  
16 system. The product packaging and labels go so far as to copy the FCC IDentification number  
17 that was assigned by the FCC uniquely to Ubiquiti. When this number is entered into the FCC  
18 website, it indicates that the manufacturer is Ubiquiti and provides information on frequencies for  
19 the genuine Ubiquiti products, which may differ from the counterfeit products. The counterfeit  
20 packaging and the labels also have the European Union “CE” mark. In addition, the counterfeit  
21 products have POE cords and adaptors, which also bear the Ubiquiti Networks name, the Ubiquiti  
22 logo, the UL certificate, and the European Union “CE” mark. On information and belief, the  
23 counterfeit products have not been inspected by the Underwriters Laboratories for quality and  
24 safety.

25 57. As shown below, the products are virtually indistinguishable from actual Ubiquiti  
26 products.



**Ubiquiti Product****Kozumi counterfeit product**

58. The contents of the counterfeit NanoStation box are: (i) a NanoStation Device; (ii) one plastic strap held together with a sticker printed with “Ubiquiti Networks”; (iii) a Power Over Ethernet (“POE”) adaptor; and (iv) a power cord. The contents of the counterfeit NanoStation box are identical to the contents of the actual Ubiquiti NanoStation boxes being sold around August 2011.

59. On information and belief, the MAC IDs provided with the counterfeit products are derivative of the actual MAC IDs used by Ubiquiti with the authentic products. Once a user of the counterfeit product activates the MAC ID provided with that product, the counterfeit product runs Ubiquiti’s copyrighted airOS® operating system.

60. On information and belief, in at least some instances, Kozumi arranges to have the counterfeit goods transshipped through Florida before reaching their final destination in Latin America.

61. The Latin American distributors currently associated with Defendants include:

- a. Redemax S.A., Rubio Nu c/ Ad. Jara , Ed. Continental piso 9 of 904, Ciudad del Este – Paraguay ([www.redemax.com.py](http://www.redemax.com.py)). Defendant Hsu identifies himself as the “owner” of Redemax on his Facebook page.
- b. Syntronic S.A., California 2082 1° Piso Of. D-104, Capital Federal, Buenos Aires, Argentina ([www.syntronic.com.ar](http://www.syntronic.com.ar)). Defendant Hsu is President and Defendant Kung is “Director alternative” according to Syntronic’s corporate records.
- c. Tech Depot S.A., d/b/a/ Connectis, California 2082 ° Piso Of. D-104, Capital Federal, Buenos Aires, Argentina ([www.connectis.com.ar](http://www.connectis.com.ar)).
- d. Netcom. ([www.netcom-wisp.com](http://www.netcom-wisp.com)). Defendant Kung is listed as a shareholder of Netcom according to Netcom’s corporate records.
- e. Omega, Av. Motes de Oca 2185, Barracas, Capital Federal 1270, Argentina ([www.omegatech.com.ar](http://www.omegatech.com.ar)).

62. On information and belief, Redemax, Syntronic, Tech Depot d/b/a Connectis, Netcom and Omega are owned, managed, and/or operated by or through the Individual Defendants or individuals working with them. For example, the Argentinean address listed on Defendant Kozumi’s website is the same address listed on Argentinean corporate records for Syntronic and Tech Depot/Connectis.

63. None of these entities is an authorized distributor or reseller of Ubiquiti products, yet Ubiquiti recently learned that Redemax, Netcom, and Tech Depot/Connectis misleadingly identify Ubiquiti as a “partner” on their websites. *See* <http://www.redemax.com.py/empresa.html>; <http://www.netcom-wisp.com/>; <http://www.connectis.com.ar/>. Furthermore, Redemax and Netcom advertise Ubiquiti products for sale including the NanoStation, NanoStation Loco, and AirGrid.

64. On information and belief, Defendants also own or are affiliated with Genal Technology Ltd., Tzu-Chiang Rd., Wu-Chi District, Taichung AS 43546, Taiwan.

65. Because Defendants have been able to build their business without any investment in research and development, Defendants are able to offer the counterfeit products at much lower

1 price points than genuine Ubiquiti products. This has allowed Defendants to reap profits that they  
2 are able to plow back into the counterfeiting operation so that it continues to grow. On  
3 information and belief, Hoky recently posted job openings at its counterfeiting plant and has  
4 expanded its counterfeit product line to include additional Ubiquiti products.

5 66. Each counterfeit product sold by Defendants represents not only a lost sale of a  
6 genuine Ubiquiti product, but also direct harm to Ubiquiti's goodwill. On information and belief,  
7 the counterfeit products do not undergo testing and are made from low quality materials that are  
8 certain to cause more product malfunctions than genuine Ubiquiti products. In fact, Ubiquiti  
9 recently received a report of a failure rate of 12% on counterfeit products purchased by a  
10 longstanding Ubiquiti customer. Because Ubiquiti is dependent on word of mouth promotion for  
11 many of its sales, increases in product complaints from customers who believe they are  
12 purchasing genuine Ubiquiti products could easily escalate and destroy Ubiquiti's reputation.  
13 Furthermore, these counterfeit products can be sent back to Ubiquiti for warranty returns because  
14 the customers believe that they are genuine products. To protect its goodwill, Ubiquiti processes  
15 all warranty returns in the same fashion—regardless of whether the products are genuine Ubiquiti  
16 products or Defendants' counterfeit products. Each "return" of a counterfeit product thus results  
17 in an additional out-of-pocket cost to Ubiquiti.

18 **Ubiquiti's Efforts to Stop the Counterfeiting**

19 67. In March 2011, Ubiquiti was notified by a distributor in China that counterfeit  
20 Ubiquiti products were being manufactured by Hoky in China. Over the course of several  
21 months, Ubiquiti acquired and investigated the products, confirmed that they were counterfeit,  
22 and used information found on the PCB boards in the counterfeit products sold in Argentina to  
23 track them to Hoky's plant in Shenzhen, China.

24 68. Ubiquiti also investigated the source of the designs, plans, and software that Hoky  
25 is using to make the counterfeit products. Ubiquiti is informed and believes, and on that basis  
26 alleges, that a product process engineer who was previously employed by two different Ubiquiti  
27 contract manufacturers in China, Zhang Ping ("Zhang"), stole Ubiquiti's proprietary designs,  
28 plans, and software and provided them to Hoky. Zhang subsequently offered to tell another



1 Ubiquiti vendor what was going on at Hoky in return for a significant payment. When the  
2 payment was not made, Zhang stopped contact with the vendor.

3 69. Thereafter, Ubiquiti monitored Hoky's activities and determined that in October  
4 2011 alone, the Hoky factory shipped 31,000 products with a value of about \$1 million. Between  
5 November 1, 2011 and November 16, 2011, Hoky shipped over 8,000 counterfeit products with a  
6 value of over \$350,000.

7 70. At the same time, Ubiquiti hired Chinese counsel to prepare a criminal complaint  
8 to be filed with the Shenzhen Public Security Bureau.

9 71. On November 17, 2011, the Shenzhen Public Security Bureau raided the Hoky  
10 factory, seized evidence of the counterfeit operation, including over 1,200 counterfeit Ubiquiti  
11 products, plastic molds, and equipment used to produce such counterfeit products, shipping logs  
12 and sales invoices, and shut down the factory. The Shenzhen Public Security Bureau also  
13 detained Kenny Deng, the operator of the Hoky plant.

14 72. During the raid, the Shenzhen Public Security Bureau provided an employee of  
15 Ubiquiti (who had accompanied officers from the Shenzhen Public Security Bureau on the raid)  
16 with copies of shipping logs and invoices showing that Hoky had just sent over 6,000 "Ubiquiti"  
17 products to Defendant Kozumi for delivery in Paraguay and a transcript of Skype conversations  
18 between the Hoky Sales Manager and Daniel Hsu (the brother of Defendant Hsu and an employee  
19 in Defendant Kozumi's Taiwan office) in which Daniel Hsu requests photographs to confirm the  
20 accuracy of the counterfeit products. The employee also took a video tape of the interior of the  
21 factory, showing boxes with over 1,200 counterfeit Ubiquiti products.

22 73. During the raid, Hoky's Sales Manager confirmed that Zhang (Ubiquiti's contract  
23 manufacturers' former product process engineer) was employed as Hoky's product engineer.  
24 Zhang was not at the factory when it was raided, but telephoned Hoky's Sales Manager during the  
25 raid. The Sales Manager spoke to him on the phone and told him to return to work because the  
26 police were at the factory and wanted to speak to him. He did not comply.

27 74. On or about December 28, 2011, Deng was released by Chinese authorities  
28 because he pointed to a fraudulently obtained Argentinean trademark registration for UBIQUITY



1 NETWORKS owned by Defendant Hsu and claimed that he sold his Ubiquity-labeled counterfeit  
2 products only to Defendant Hsu. On information and belief, Hsu remains under investigation by  
3 the Shenzhen Public Security Bureau.

4 75. On information and belief, the Hoky factory resumed operations in early February  
5 after Deng was released from prison, and, since Deng's release, has grown in size. Now the Hoky  
6 facility is making larger quantities and a wider variety of Ubiquiti products, including Ubiquiti's  
7 more expensive products such the AIRGRID® and the NANOBIDGE.

8 76. Defendants continue to manufacture and sell counterfeit Ubiquiti products.  
9 Although Kozumi is no longer a distributor of genuine Ubiquiti products, Ubiquiti just discovered  
10 that at least 5,900 "Ubiquiti" products recently passed through Argentina Customs in shipments  
11 from Defendant Kozumi to Tech Depot S.A., d/b/a/ Connectis, one of the Latin American  
12 distributors operated by Hsu. According to Argentine Customs records, at least 1,300 of these  
13 "Ubiquiti" products were routed through Port Everglades in the United States, and all of these  
14 "Ubiquiti" products originated in China. On information and belief, these are counterfeit  
15 products manufactured at the recently reopened Hoky plant in China.

16 **Defendants' Bad-Faith Efforts to Secure Argentinean Trademark Rights to Ubiquiti Name**

17 77. On information and belief, Hsu's scheme to capitalize on Ubiquiti's name and  
18 goodwill also involved fraudulently obtaining and attempting to obtain foreign and domestic  
19 trademark rights to the UBIQUITI brand and logo, with the goal of stealing Ubiquiti's identity  
20 and eventually displacing Ubiquiti as the ostensible owner of the brand.

21 78. On information and belief, on May 2, 2008, Daniel Alejandro Pons and Guillermo  
22 Cristiani filed a trademark application in Argentina for the mark UBIQUITI NETWORKS &  
23 Design. The mark was eventually registered. Daniel Alejandro Pons and Guillermo Cristiani  
24 were the sole shareholders of Ditelco Informatica S.R.L., and, at the time the trademark  
25 application was filed, Ditelco was a reseller of Ubiquiti products in Argentina. Pons and  
26 Cristiani—were well aware that the UBIQUITI trademark belonged to and was associated with  
27 Ubiquiti when they filed the application to register the mark in Argentina.  
28

1           79.     On information and belief, after Ubiquiti stopped shipping Ubiquiti products to  
2     Kozumi in late 2009, Hsu acquired the Argentinean registration for UBIQUITI NETWORKS &  
3     Design from Pons and Cristiani with the intent to sell his counterfeit products under that mark in  
4     Argentina. According to papers filed with the trademark office in Argentina, Hsu acquired the  
5     UBIQUITI NETWORKS & Design mark on October 20, 2010 for Argentinean pesos 200  
6     (approximately \$50 USD). In November 2010, Hsu filed documents with the Argentinean  
7     Trademark Office to record the assignment of the UBIQUITI NETWORKS & Design trademark.  
8     Being a former distributor of Ubiquiti products in Latin America, and having personally signed  
9     the ADA which made clear Ubiquiti's ownership of the Ubiquiti Networks name and trademark,  
10    there is no question that Hsu was well aware of Ubiquiti's interest in the UBIQUITI  
11    NETWORKS & Design trademark when he acquired the Argentinean trademark registration. On  
12    information and belief, Hsu acquired the Argentinean trademark registration with the intent to sell  
13    his counterfeit products under that mark in Argentina. On information and belief, Tech Depot  
14    S.A., d/b/a/ Connectis, one of Defendants' related entities, hired Guillermo Cristiani at about the  
15    time that Hsu acquired the Argentinean trademark registration. Current credit reports show that  
16    Cristiani remains an employee of Tech Depot S.A.

17           80.     Defendant Hsu and his affiliates filed additional trademark applications in  
18    Argentina, presumably to assure a continued defense to further criminal counterfeiting activity in  
19    China. Specifically, on August 20, 2010, Mr. Jung Hsin Peng, a shareholder of Defendant's  
20    affiliated entity Tech Depot and a former Syntronic employee, filed three trademark applications  
21    in Argentina for the marks NANOSTATION, NANOBRIDGE, and AIRGRID. The AIRGRID  
22    registration has been granted and the others are still pending decision. As noted above,  
23    NANOSTATION, NANOBRIDGE and AIRGRID are all brand names of some of Ubiquiti's top-  
24    selling products and, on information and belief, NanoStation and AirGrid are among the products  
25    that Defendants have been counterfeiting.

26           81.     On July 4, 2011, Defendant Hsu filed a trademark application in Argentina (Serial  
27    No. 3,100,566) for UBNT in International Class 9.  
28

**Ubiquiti's Discovery of Defendants' Argentinean Trademark Filings**

82. Ubiquiti first learned of Hsu's ownership of an Argentinean registration for UBIQUITI NETWORKS & Design sometime after December 28, 2011, when Deng was released from prison in China. At the time, Ubiquiti was informed by the Chinese prosecutor that Deng had presented evidence that Hoky has a customer in Argentina who was authorized to use the UBIQUITI NETWORKS & Design trademark in Argentina. Ubiquiti investigated further and found that Defendant Hsu owned an Argentinean registration for the mark. On information and belief, Hoky's "customer" is none other than Defendant Hsu—the mastermind behind the counterfeiting scheme.

83. Further investigation revealed that Hsu's related companies in Argentina, including, Redemax, Netcom, and Tech Depot, purport to offer "Ubiquiti" products. Ubiquiti acquired certain of those "Ubiquiti" products from Tech Depot.

84. As with the products obtained from the Hoky factory in China, the counterfeit Ubiquiti products obtained from Tech Depot appear identical to the genuine products, to the extent that anyone seeing them would believe that they come from Ubiquiti. Not being content to steal Ubiquiti's trademarks, the products and packaging steal Ubiquiti's identity. The product packaging is labeled with *Ubiquiti's name and corporate address and Ubiquiti's domain name ([www.ubnt.com](http://www.ubnt.com))*, as well as the Ubiquiti logo and the AIRMAX® trademark. It is also marked with the unique MAC ID identifying code and the Ubiquiti username and password used to register the airOS® operating system. *The product packaging and labels include the FCC IDentification number that was assigned by the FCC uniquely to Ubiquiti.* The counterfeit packaging and the labels also have the European Union "CE" mark, and the counterfeit products have POE cords and adaptors that also bear the Ubiquiti Networks name, the Ubiquiti logo, the UL certificate, and the European Union "CE" mark.

85. Upon this discovery, Ubiquiti immediately contacted Hsu to demand that he cease selling the counterfeit products, but Hsu refused to comply. Instead, Defendant Hsu has demanded large sums of money from Ubiquiti for the "return" of the fraudulently obtained UBIQUITI NETWORKS & Design registration in Argentina. On April 1, 2012, to justify his



1 demand for over \$2.5 million for the return of the Ubiquiti trademark, Defendant Hsu explained  
2 that the amount included a “large volume of components, housings, materials and PCBA boards  
3 confiscated” in China, and “a very substantial amount on legal fees” incurred in defending the  
4 Hoky factory in China. Hsu has also made thinly veiled threats against Ubiquiti and has  
5 increased the amounts demanded from Ubiquiti in return for Hsu’s commitment not to follow  
6 through on his threats.

7 86. In furtherance of his scheme to take over the Argentinean market with counterfeit  
8 goods, on January 30, 2012, Defendant Hsu filed oppositions against Ubiquiti’s pending  
9 Argentinean trademark applications filed for its own marks, including UBNT (Ser. No.  
10 3,117,975), UBIQUITI NETWORKS & Logo (Ser. No. 3,117,974), and the Ubiquiti Logo (Ser.  
11 No. 3,117,973).

12 87. Ubiquiti has since learned that on June 20, 2011, Defendant Kung, Defendant  
13 Hsu’s wife, filed an application in the United States (Serial No. 85/350,180) for the mark  
14 UBIQUITI. The email address associated with the filing is Defendant Hsu’s e-mail address  
15 (williamhsu@hotmail.com), and the physical address is 6960 NW 50th Street, Miami, Florida  
16 33166, which is Defendant Kozumi’s headquarters.

17 88. On information and belief, Defendants knowingly, willfully, intentionally and  
18 maliciously engaged in the above scheme to counterfeit Ubiquiti’s products, to deceive the  
19 consuming public, and to unfairly drive Ubiquiti out of the market using its own reputation and  
20 goodwill.

#### 21 **Defendants’ False Statements About Ubiquiti**

22 89. On information and belief, on April 26, 2012, Hsu posted a message to the  
23 Ubiquiti Networks forum titled “Public listed Ubiquiti Networks CEO Robert Pera under  
24 investigation by China authorities for using mafia ties to stop its competitors in China?” The same  
25 post was also emailed to some or all of Ubiquiti’s resellers and distributors from an anonymous  
26 Gmail address and posted on <http://k.iFeng.com> on or around April 14, 2012. The posts and email  
27 contain a number of false statements about Ubiquiti and Robert Pera including the following:  
28



- 1 • “There has been rumors from Shenzhen local authorities that some factories in China
- 2 producing products that are competition for Ubiquiti Networks filed a claim with the
- 3 local police in Shenzhen against Ubiquiti's claiming that its CEO Robert Pera sent
- 4 Chinese mafia to their factories to intimidate, harass and threatening them to stop
- 5 trying to produce technology that are competition to them.”
- 6 • “The company has faced legal trademark problems in many countries, as they did not
- 7 register their trademark in most of the countries worldwide.”
- 8 • “Ubiquiti has sold the idea that their technology is unique. As we have interviewed
- 9 some of the industry insiders we found out that their ‘unique technology’ is a software
- 10 protocol that they built inside their software and it seems that their competition in Asia
- 11 already are providing products that are similar or even superior at much lower cost.”

12 90. April 30, 2012, a similar story was posted on Tianya.cn  
13 (<http://bbs.city.tianya.cn/tianyacity/content/338/1/24857.shtml>), one of the top forums in China.  
14 The Tianya.cn story got picked up in the U.S. by Yahoo! Finance and reported on or around  
15 5:00am Eastern Standard Time on May 2, 2012.

16 91. When the stock market opened on May 2, 2012, Ubiquiti Network's stock (UBNT)  
17 had dropped 7.9%. It continued to drop throughout the day and the false rumors about Ubiquiti  
18 got picked up by more and more finance blogs. When the market closed on May 2, 2012, UBNT  
19 had dropped a total of 17.9% on May 2, 2012.

20 92. Over the next few days, Ubiquiti's stock continued to drop, and over the course of  
21 three days, Ubiquiti lost approximately \$800 million in market capitalization. This extreme harm  
22 to the company and to its shareholders is a direct result of Defendants' counterfeiting activities  
23 and defamatory statements.

24 **Ubiquiti's Efforts to Defend Its Trademark Rights and Goodwill**

25 93. After initiating criminal actions in China in November 2011 to close the Hoky  
26 counterfeiting plant and to seek damages, Ubiquiti has taken additional steps to stop Hsu's  
27 continuing sale of counterfeit goods in Argentina.

1           94.     On or about April 2, 2012, Ubiquiti began a trademark nullification process in  
2 Argentina against Hsu to cancel his registration for the mark UBIQUITI NETWORKS & Design  
3 and to dismiss his oppositions to Ubiquiti's pending trademark applications. The parties met for a  
4 required initial mediation on April 17, 2012, where Hsu refused to give back the Argentinean  
5 registration or to withdraw his oppositions to Ubiquiti's trademark filings. On May 8, 2012,  
6 Ubiquiti filed a lawsuit seeking nullification of Defendant Hsu's Argentinean trademark  
7 registration on the basis that it was obtained in bad faith, dismissal of Defendant Hsu's unfounded  
8 oppositions to Ubiquiti's trademark application, granting of Ubiquiti's oppositions to Defendant  
9 Hsu's recently filed fraudulent Argentinean trademark applications, an injunction preventing  
10 further use of any Ubiquiti trademarks, and damages.

11           95.     On April 26, 2012, Ubiquiti also began a trademark nullification process in  
12 Argentina against Peng to nullify Peng's registration for the mark AIRGRID.

13                     **Continuing Harm to Ubiquiti's Goodwill**

14           96.     Defendants' sale of counterfeit Ubiquiti products deceives the public into  
15 believing that Defendants are selling genuine Ubiquiti products. Potential purchasers and  
16 consumers, upon encountering Defendants' products or advertisements bearing the Ubiquiti  
17 marks, will mistakenly believe that Defendants' goods originate with, or are licensed, approved,  
18 or sponsored by, or otherwise affiliated with or related to, Ubiquiti or its products. Indeed,  
19 Ubiquiti has already received inquiries from distributors asking whether the companies are the  
20 same or otherwise affiliated. Ubiquiti suffers further competitive harm from Defendants'  
21 activities to the extent that Defendants reap profits from their counterfeiting scheme that they are  
22 then able to reinvest into their counterfeiting enterprise, allowing them to sell increased volumes  
23 of counterfeit products to the detriment of Ubiquiti.

24           97.     In addition, Ubiquiti and its goodwill are being harmed because consumers are  
25 likely to associate the substandard counterfeit products offered by Defendants with Ubiquiti.  
26 Defendants' conduct causes Ubiquiti irreparable harm because Ubiquiti has no control over the  
27 quality of the counterfeit products and cannot confirm the quality of the counterfeit products that  
28

1 bear the Ubiquiti trademarks, which Defendants represent to the public as being from Ubiquiti  
2 Networks, Inc., at its address in San Jose, California.

3 98. If Defendants continue their sale of the counterfeit products bearing the Ubiquiti  
4 trademarks, the Ubiquiti corporate name and address, the Ubiquiti domain name, and the unique  
5 Ubiquiti FCC IDentification number, Ubiquiti will be irreparably harmed through the significant  
6 loss of goodwill and reputation. Moreover, Ubiquiti will continue to suffer irreparable harm  
7 unless Defendants are restrained from selling the counterfeit "Ubiquiti" goods.

8 99. Ubiquiti has no adequate remedy at law.

9 **FIRST CAUSE OF ACTION**

10 **(Counterfeiting Under 15 U.S.C. § 1114)**

11 100. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_\_\_  
12 above as if fully set forth herein.

13 101. As a direct and proximate result of Defendants' wrongful conduct, Ubiquiti has  
14 been, is now, and will be irreparably injured and damaged by Defendants' aforementioned acts.

15 102. The acts of Defendants described above constitute counterfeiting in violation of  
16 Section 32 of the Lanham Act, 15 U.S.C. § 1114.

17 103. Ubiquiti has valid and protectable registered rights in the AIROS® and  
18 AIRMAX® trademarks since prior to Defendants' first use of them.

19 104. Defendants had actual knowledge of Ubiquiti's ownership and use of the AIROS®  
20 and AIRMAX® marks prior to their adoption and use of these marks on counterfeit Ubiquiti  
21 products. Indeed, Defendants began using the marks specifically because the marks had achieved  
22 a measure of international recognition and goodwill from which Defendants intended to profit.

23 105. Ubiquiti has not authorized Defendants to use the AIROS® and AIRMAX® marks  
24 in connection with their counterfeit products.

25 106. On information and belief, Defendants have and are making use of the AIROS and  
26 AIRMAX marks in connection with goods which Defendants have imported into, processed,  
27 financed, and/or shipped via Defendants' headquarters in the United States. Defendants'  
28 activities within the United States have been essential to their counterfeiting scheme.

107. As described above, Defendants' unauthorized use of the AIROS and AIRMAX marks has caused confusion and is likely to cause further confusion, mistake, or deception on the part of distributors and consumers as to the source, nature, and quality of the products and services Defendants are promoting or selling, and constitutes counterfeiting in violation of 15 U.S.C. § 1114.

108. On information and belief, as a result of Defendants' unauthorized use of the AIROS and AIRMAX marks, Defendants have received and will continue to receive substantial profits to which they are not entitled, and Ubiquiti has or will suffer actual monetary damages, including lost profits and impairment of the value of the AIROS® and AIRMAX® marks.

109. As a direct and proximate result of Defendants' wrongful conduct, Ubiquiti has been, is now, and will be irreparably injured and damaged by Defendants' aforementioned acts, and unless enjoined by the Court, Ubiquiti will suffer further harm to its name, reputation and goodwill. This harm constitutes an injury for which Ubiquiti has no adequate remedy at law.

110. On information and belief, Defendants have acted maliciously and willfully to usurp Ubiquiti's rights, and Defendants should be held liable to Ubiquiti for treble damages and attorneys' fees pursuant to 15 U.S.C. § 1117(b).

## **SECOND CAUSE OF ACTION**

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

111. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_\_ above as if fully set forth herein.

112. The acts of Defendants described above constitute trademark infringement in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

113. As a direct and proximate result of Defendants' wrongful conduct, Ubiquiti has been, is now, and will be irreparably injured and damaged by Defendants' aforementioned acts.

114. Ubiquiti has valid and protectable registered rights in the AIROS® and AIRMAX® trademarks since prior to Defendants' first use of them.

115. Defendants had actual knowledge of Ubiquiti's ownership and use of the AIROS® and AIRMAX® marks prior to their adoption and use of these marks on counterfeit Ubiquiti



1 products. Indeed, Defendants began using the marks specifically because the marks had achieved  
2 a measure of international recognition and goodwill from which Defendants intended to profit.

3 116. Ubiquiti has not authorized Defendants to use the AIROS® and AIRMAX® marks  
4 in connection with their counterfeit products.

5 117. On information and belief, Defendants have and are making use of the AIROS and  
6 AIRMAX marks in connection with goods which Defendants have imported into, processed,  
7 financed, and/or shipped via Defendants' headquarters in the United States. Defendants'  
8 activities within the United States have been essential to their counterfeiting scheme.

9 118. As described above, Defendants' unauthorized use of the AIROS and AIRMAX  
10 marks has caused confusion and is likely to cause further confusion, mistake, or deception on the  
11 part of distributors and consumers as to the source, nature, and quality of the products and  
12 services Defendants are promoting or selling, constituting trademark infringement in violation of  
13 15 U.S.C. § 1114.

14 119. On information and belief, as a result of Defendants' unauthorized use of the  
15 AIROS and AIRMAX marks, Defendants have received and will continue to receive substantial  
16 profits to which they are not entitled, and Ubiquiti has or will continue to suffer actual monetary  
17 damages, including lost profits and impairment of the value of the AIROS® and AIRMAX®  
18 marks.

19 120. As a direct and proximate result of Defendants' wrongful conduct, Ubiquiti has  
20 been, is now, and will be irreparably injured and damaged by Defendants' aforementioned acts,  
21 and unless enjoined by the Court, Ubiquiti will suffer further harm to its name, reputation and  
22 goodwill. This harm constitutes an injury for which Ubiquiti has no adequate remedy at law.

23 121. On information and belief, Defendants have acted maliciously and willfully to  
24 usurp Ubiquiti's rights, and Defendants should be held liable to Ubiquiti for treble damages and  
25 attorneys' fees pursuant to 15 U.S.C. § 1117(a).

**THIRD CAUSE OF ACTION****(False Designation of Origin Under 15 U.S.C. § 1125(a))**

122. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_\_ above as if fully set forth herein.

123. The acts of Defendants described above constitute unfair competition and false designation of origin in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

124. As a direct and proximate result of Defendants' wrongful conduct, Ubiquiti has been, is now, and will be irreparably injured and damaged by Defendants' aforementioned acts.

125. Ubiquiti has valid and protectable registered rights in the AIROS®, AIRMAX®, UBIQUITI™, UBIQUITI NETWORKS™, and Ubiquiti Logo trademarks since prior to Defendants' first use of them.

126. Defendants had actual knowledge of Ubiquiti's ownership and use of the AIROS®, AIRMAX®, UBIQUITI™, UBIQUITI NETWORKS™, and Ubiquiti Logo marks prior to their adoption and use of these marks on counterfeit Ubiquiti products. Indeed, Defendants began using the marks specifically because they had achieved a measure of international recognition and goodwill from which Defendants intended to profit.

127. Ubiquiti has not authorized Defendants to use the AIROS®, AIRMAX®, UBIQUITI, UBIQUITI NETWORKS, or Ubiquiti Logo marks in connection with their counterfeit products.

128. Defendants unauthorized use of the AIROS, AIRMAX, UBIQUITI, UBIQUITI NETWORKS, and Ubiquiti Logo marks, as well as the Ubiquiti Networks, Inc. corporate name and address, is likely to deceive consumers as to the origin of Defendants' products and is likely to cause consumers to believe that there is a relationship between Defendants and Ubiquiti and/or that Defendants are selling Ubiquiti's genuine products constitutes false designation of origin, in violation of 15 U.S.C. § 1125(a).

129. Upon information and belief, as a result of Defendants' unauthorized use of the AIROS, AIRMAX, UBIQUITI, UBIQUITI NETWORKS, and Ubiquiti Logo marks, as well as the Ubiquiti Networks, Inc. corporate name and address, Defendants have received and will

1 continue to receive substantial profits to which they are not entitled, and Ubiquiti has or will  
 2 suffer actual monetary damages, including lost profits and impairment of the value of the  
 3 AIROS®, AIRMAX®, UBIQUITI™, UBIQUITI NETWORKS™, and Ubiquiti Logo marks, as  
 4 well as the Ubiquiti Networks, Inc. corporate name.

5 130. As a direct and proximate result of Defendants' wrongful conduct, Ubiquiti has  
 6 been, is now, and will be irreparably injured and damaged by Defendants' aforementioned acts,  
 7 and unless enjoined by the Court, Ubiquiti will suffer further harm to its name, reputation and  
 8 goodwill. This harm constitutes an injury for which Ubiquiti has no adequate remedy at law.

9 131. On information and belief, Defendants have acted maliciously and willfully to  
 10 usurp Ubiquiti's rights, and Defendants should be held liable to Ubiquiti for treble damages and  
 11 attorneys' fees pursuant to 15 U.S.C. § 1117(a).

#### 12 **FOURTH CAUSE OF ACTION**

##### 13 **(Violation of Federal Computer Fraud and Abuse Act)**

14 132. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_  
 15 above as if fully set forth herein.

16 133. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C.  
 17 § 1030(a)(6)(A), by knowingly and with intent to defraud trafficking in Ubiquiti's password(s) or  
 18 similar information through which a computer may be accessed without authorization, where such  
 19 trafficking affected interstate or foreign commerce.

20 134. Ubiquiti has suffered damages and loss by reason of these violations, including,  
 21 without limitation, harm to Ubiquiti's data and/or computer(s) and other losses and damages in an  
 22 amount to be proven at trial, but in any event, in an amount over \$5000 aggregated over a one  
 23 year period.

#### 24 **FIFTH CAUSE OF ACTION**

##### 25 **(Violation of California's Comprehensive Computer Data Access and Fraud Act)**

26 135. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_  
 27 above as if fully set forth herein.  
 28



136. Defendants have violated, and continue to violate, the Comprehensive Computer Data Access and Fraud Act, California Penal Code § 502(c) by knowingly and without permission providing or assisting in providing a means of accessing a computer, computer system, or computer network.

137. Upon information and belief, each of the acts by Defendants complained of in this claim for relief is willful, malicious, oppressive, fraudulent, and in conscious disregard of Ubiquiti's rights, justifying the imposition of punitive and exemplary damages under California Civil Code § 3294.

138. Ubiquiti has suffered damages and loss by reason of these violations, including without limitation harm to Ubiquiti's data and/or computer(s), loss of business, expenses necessarily incurred in investigating the unauthorized access and abuse of Ubiquiti's computer system, computer networks, computer programs and/or data and in preventing such access and abuse from occurring, and other losses and damages in an amount to be proved at trial.

#### **SIXTH CAUSE OF ACTION**

##### **(Direct Copyright Infringement under 17 U.S.C § 101)**

139. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_\_ above as if fully set forth herein. Ubiquiti owns all copyright rights to the proprietary portions of its airOS® operating systems. Two versions of the airOS® operating system have been registered with the U.S., Copyright Office, namely airOS v.5.2.1 and airOS v.5.3. Attached hereto as Exhibits 1 and 2 are true and correct copies of these copyright registrations.

140. On information and belief, Defendants have been reproducing the registered airOS v.5.2.1 program in its products and distributing those products throughout the world.

141. On information and belief, these products have been and are continuing to be imported into the United States.

142. Ubiquiti did not grant any permission or authorization to any Defendant for the reproduction of its airOS v.5.2.1 operating system in their products, or for the distribution of products containing the airOS v.5.2.1 operating system.

1           143. On information and belief, Defendants, for personal advantage and private  
2 financial gain, without Ubiquiti's permission, consent, knowledge, authority, or license, have  
3 been reproducing, distributing, displaying, and otherwise exploiting the infringing material.

4           144. On information and belief, each Defendant contributed to the copyright  
5 infringement and authorized and/or ratified it and/or knowingly participated therein for financial  
6 gain.

7           145. Defendants' actions in reproducing, distributing and displaying the infringing  
8 works, as well as in importing the counterfeit products in the United States, infringes Ubiquiti's  
9 exclusive rights to its copyrights, and constitutes copyright infringement in violation of 17 U.S.C.  
10 § 101, *et seq.*

11           146. The foregoing acts of copyright infringement have been willful, intentional, and in  
12 conscious disregard of the rights of Ubiquiti.

13           147. Defendants' acts have caused and will continue to cause substantial irreparable  
14 harm that cannot be fully compensated or measured in money damages to Ubiquiti unless further  
15 infringement by Defendants is enjoined by this Court.

16           148. Pursuant to 17 U.S.C. § 502, Defendants are entitled to preliminary and permanent  
17 injunctions prohibiting further infringement of Ubiquiti's copyrights.

18           149. Pursuant to 17 U.S.C. § 504, Ubiquiti is entitled to the amount of its actual  
19 damages incurred as a result of the infringement, in such amount as is shown by appropriate  
20 evidence upon the trial of this case.

21           150. Pursuant to 17 U.S.C. § 505, Ubiquiti is also entitled to recover its attorneys' fees  
22 and costs of suit.

### 23                                   **SEVENTH CAUSE OF ACTION**

#### 24                                   **(Contributory Copyright Infringement by All Defendants)**

25           151. Ubiquiti repeats and realleges each and every allegation set forth in paragraphs 1  
26 to \_\_ above as if fully set forth herein.

152. Through their conduct alleged herein, Defendant knowingly and systematically induced, caused, materially contributed to and participated in the infringement of Ubiquiti's copyrighted AirOS® operating system.

153. Each unauthorized reproduction, derivative work, and distribution to the public of Ubiquiti's copyrighted airOS® operating system constitutes an individual act of infringement of Ubiquiti's exclusive rights under the Copyright Act, 17 U.S.C. § 101 *et seq.*

154. Defendants' conduct has been and continues to be intentional, willful, and with full knowledge of Ubiquiti's copyright interests and the infringement thereof and constitutes willful, contributory infringement of Ubiquiti's exclusive rights in the copyrighted airOS® operating system.

155. Pursuant to 17 U.S.C. § 502, Defendants are entitled to preliminary and permanent injunctions prohibiting further infringement of Ubiquiti's copyrights.

156. Pursuant to 17 U.S.C. § 504, Ubiquiti is entitled to the amount of its actual damages incurred as a result of the infringement, in such amount as is shown by appropriate evidence upon the trial of this case.

157. Pursuant to 17 U.S.C. § 505, Ubiquiti is also entitled to recover its attorneys' fees and costs of suit.

### **EIGHTH CAUSE OF ACTION**

#### **(Vicarious Copyright Infringement by All Defendants)**

158. Ubiquiti repeats and realleges each and every allegation set forth in paragraphs 1 to \_\_\_ above as if fully set forth herein.

159. On information and belief, Defendants have the right and ability to control the unauthorized reproduction and/or adaptation of Ubiquiti's copyrighted airOS® operating system.

160. On information and belief, Defendant received a direct financial and economic benefit from the infringement of Ubiquiti's airOS operating system by, among other things, selling products containing the airOS® operating system to unsuspecting consumers. When consumers or end users operate Defendants' counterfeit products, they necessarily operate, display, and reproduce copies of the infringing airOS operating system software, which constitute

1 acts of infringement in violation of Ubiquiti's exclusive rights under the Copyright Act, 17 U.S.C.  
2 § 101 *et seq.* By offering their counterfeit products for sale, Defendants induce and or contribute  
3 to the infringement of Ubiquiti's copyright rights, in violation of 17 U.S.C. § 106.

4 161. Defendants' conduct has been and continues to be intentional, willful, and with  
5 full knowledge of Ubiquiti's copyright interests and the infringement thereof and constitutes  
6 willful, vicarious infringement of Ubiquiti's exclusive rights in the copyrighted airOS operating  
7 system.

8 162. Pursuant to 17 U.S.C. § 502, Defendants are entitled to preliminary and permanent  
9 injunctions prohibiting further infringement of Ubiquiti's copyrights.

10 163. Pursuant to 17 U.S.C. § 504, Ubiquiti is entitled to the amount of its actual  
11 damages incurred as a result of the infringement, in such amount as is shown by appropriate  
12 evidence upon the trial of this case.

13 164. Pursuant to 17 U.S.C. § 505, Ubiquiti is also entitled to recover its attorneys' fees  
14 and costs of suit.

### 15 **NINTH CAUSE OF ACTION**

#### 16 **(Unfair Competition Under Cal. Bus. & Prof. Code § 17200 *et seq.*)**

17 165. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_  
18 above as if fully set forth herein.

19 166. Defendants' attempt to steal Ubiquiti's corporate identity constitute unlawful and  
20 fraudulent business acts or practices, as they are likely to deceive the public into thinking that  
21 there is an affiliation between Ubiquiti and Defendants, and/or that Ubiquiti endorses Defendants'  
22 products and/or business practices.

23 167. Defendants' use of the AIROS, AIRMAX, UBIQUITI, UBIQUITI NETWORKS,  
24 and Ubiquiti Logo marks, as well as the Ubiquiti Networks, Inc. corporate name and address is  
25 likely to deceive consumers as to the source of Defendants' counterfeit products and is likely to  
26 cause consumers to be confused or mistaken into believing that there is a relationship between  
27 Defendants and Ubiquiti or that Defendants' products are affiliated with or sponsored by  
28 Ubiquiti.



1           168. The above-described acts and practices by Defendants are likely to mislead or  
2 deceive the general public and therefore constitute fraudulent business practices in violation of  
3 California Business & Professions Code § 17200, *et seq.*

4           169. The above-described acts constitute unfair competition under Section 43(a) of the  
5 Lanham Act, 15 U.S.C. § 1125(a), counterfeiting under Section 32 of the Lanham Act, 15 U.S.C.  
6 § 1114, trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114, and  
7 copyright infringement under 17 U.S.C. § 101, *et seq.* and are therefore unlawful acts in violation  
8 of California Business & Professions Code § 17200, *et seq.*

9           170. Defendants acted willfully and intentionally in developing and offering its  
10 counterfeit products, with full knowledge of Ubiquiti's prior rights in the AIROS®, AIRMAX®,  
11 UBIQUITI™, UBIQUITI NETWORKS™, and Ubiquiti Logo marks, as well as the Ubiquiti  
12 Networks, Inc. corporate name and with an intent to deceive customers into believing that there is  
13 an affiliation between Defendants and Ubiquiti or between Defendants' products and Ubiquiti's  
14 products.

15           171. The unlawful and fraudulent business practices of Defendants described above  
16 present a continuing threat to, and are meant to deceive members of the public in that Defendants  
17 continue to promote their products by wrongfully trading on the goodwill of Ubiquiti.

18           172. As a direct and proximate result of these acts, Defendants have received, and will  
19 continue to profit from, the strength of the Ubiquiti brand.

20           173. As a direct and proximate result of Defendants' wrongful conduct, Ubiquiti has  
21 been injured in fact and has lost money and profits, and such harm will continue unless  
22 Defendants' acts are enjoined by the Court. Ubiquiti has no adequate remedy at law for  
23 Defendants' continuing violation of Ubiquiti's rights.

24           174. Defendants should be required to restore to Ubiquiti any and all profits earned as a  
25 result of its unlawful and fraudulent actions, or provide Ubiquiti with any other restitutionary  
26 relief as the Court deems appropriate.

**TENTH CAUSE OF ACTION**

**(False Advertising Under Cal. Bus. & Prof. Code § 17500)**

175. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_ above as if fully set forth herein.

176. Defendants' false and misleading representations of fact, as described above, constitute violations of California Business and Professions Code § 17500 on the grounds that Defendants misrepresent to the public ownership rights in the AIROS, AIRMAX, UBIQUITI, UBIQUITI NETWORKS, and Ubiquiti Logo marks, and such representations are likely to cause or have caused damage to Ubiquiti.

177. Defendants knew or should have known that these representations, described above, were false and misleading.

178. Ubiquiti and other members of the general public have no other adequate remedy of law in that Defendants' false and misleading advertisements, as described above, are likely to cause confusion among the consuming public. Defendants' actions have damaged, and will continue to damage, Ubiquiti's market, reputation, and goodwill, and may discourage current and potential customers from dealing with Ubiquiti. Such irreparable harm will continue until and unless Defendants are restrained and enjoined during the pendency of this action and thereafter.

179. As a result of Defendants' false advertising as set forth above, Defendants have been unjustly enriched, the exact amount of which will be proven at trial.

**ELEVENTH CAUSE OF ACTION**

**(Common Law Infringement and Unfair Competition)**

180. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_ above as if fully set forth herein.

181. Defendants' conduct, described above, in counterfeiting Ubiquiti products constitutes trademark infringement and unfair competition under California common law.

182. Ubiquiti has valid and protectable registered rights in the AIROS®, AIRMAX®, UBIQUITI™, UBIQUITI NETWORKS™, and Ubiquiti Logo trademarks since prior to Defendants' first use of them.

1           183. Defendants had actual knowledge of Ubiquiti's ownership and use of the  
2 AIROS®, AIRMAX®, UBIQUITI™, UBIQUITI NETWORKS™, and Ubiquiti Logo marks  
3 prior to their adoption and use of these marks on counterfeit Ubiquiti products. Indeed,  
4 Defendants began using the marks specifically because they had achieved a measure of  
5 international recognition and goodwill from which Defendants intended to profit.

6           184. Ubiquiti has not authorized Defendants to use the AIROS®, AIRMAX®,  
7 UBIQUITI, UBIQUITI NETWORKS, or Ubiquiti Logo marks in connection with their  
8 counterfeit products.

9           185. Defendants unauthorized use of the AIROS, AIRMAX, UBIQUITI, UBIQUITI  
10 NETWORKS, and Ubiquiti Logo marks, as well as the Ubiquiti Networks, Inc. corporate name  
11 and address, is likely to deceive consumers as to the origin of Defendants' products and is likely  
12 to cause consumers to believe that there is a relationship between Defendants and Ubiquiti and/or  
13 that Defendants are selling Ubiquiti's genuine products constitutes trademark infringement and  
14 unfair competition under California common law.

15           186. Upon information and belief, as a result of Defendants' unauthorized use of the  
16 AIROS, AIRMAX, UBIQUITI, UBIQUITI NETWORKS, and Ubiquiti Logo marks, as well as  
17 the Ubiquiti Networks, Inc. corporate name and address, Defendants have received and will  
18 continue to receive substantial profits to which they are not entitled, and Ubiquiti has or will  
19 suffer actual monetary damages, including lost profits and impairment of the value of the  
20 AIROS®, AIRMAX®, UBIQUITI™, UBIQUITI NETWORKS™, and Ubiquiti Logo marks, as  
21 well as the Ubiquiti Networks, Inc. corporate name.

22           187. As a direct and proximate result of Defendants' wrongful conduct, Ubiquiti has  
23 been, is now, and will be irreparably injured and damaged by Defendants' aforementioned acts,  
24 and unless enjoined by the Court, Ubiquiti will suffer further harm to its name, reputation and  
25 goodwill. This harm constitutes an injury for which Ubiquiti has no adequate remedy at law.

26           188. On information and belief, Defendants have acted with full knowledge of  
27 Ubiquiti's rights and with the intention to usurp such rights and therefore its aforementioned acts  
28 are willful and intentional.



**TWELFTH CLAIM FOR RELIEF**

**(Libel)**

189. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_\_ above as if fully set forth herein.

190. Defendants' statements as averred in Paragraphs \_\_\_ - \_\_\_ constitute false and intentionally disparaging statements of fact to third parties that have resulted in pecuniary loss to Ubiquiti, for which it is entitled to recover damages in an amount to be proven at trial. Ubiquiti is informed and believes, and on that basis avers, that Defendants acted with actual malice in making and disseminating the statements described herein.

**THIRTEENTH CAUSE OF ACTION**

**(Violation of the Tariff Act Under 19 U.S.C. § 1526)**

191. Ubiquiti repeats and realleges each allegation set forth in paragraphs 1 through \_\_\_ above as if fully set forth herein.

192. As described above, Defendants have imported and are continuing to import into the United States products manufactured by or for Defendants in Hong Kong.

193. These products bear Ubiquiti's trademarks, including the AIROS® and AIRMAX® marks which have been registered by the USPTO.

194. Ubiquiti is a citizen and resident of the United States and owns these trademarks. Ubiquiti's trademark registrations are attached hereto as Exhibit C.

195. The importation of the counterfeit goods was and is without Ubiquiti's authorization or consent.

196. Because the unlawfully imported goods are counterfeit goods, Ubiquiti is entitled to seizure and destruction of the merchandise pursuant to 19 U.S.C. § 1526(e).

**PRAYER FOR RELIEF**

WHEREFORE, Ubiquiti prays for relief as follows:

1. That judgment be entered in favor of Ubiquiti and against Defendants on each and every Cause of Action of this Complaint;

1           2. For entry of an order and judgment requiring that Defendants assign the UBIQUITI  
2 trademark rights to Plaintiff;

3           3. For entry of an order and judgment requiring that Defendants and their officers,  
4 agents, servants, employees, owners and representatives, and all other persons, firms or  
5 corporations in active concert or participation with them, be enjoined during the pendency of this  
6 action and permanently thereafter from (a) using in any manner any trademark owned by  
7 Ubiquiti, including but not limited to AIROS®, AIRMAX®, UBIQUITI™, UBIQUITI  
8 NETWORKS™, and Ubiquiti Logo marks, or any name or mark that wholly incorporates any  
9 trademark owned by Ubiquiti, including but not limited to AIROS®, AIRMAX®, UBIQUITI™,  
10 UBIQUITI NETWORKS™, and Ubiquiti Logo marks, or is confusingly similar to or a colorable  
11 imitation of any trademark owned by Ubiquiti, including but not limited to AIROS®,  
12 AIRMAX®, UBIQUITI™, UBIQUITI NETWORKS™, and Ubiquiti Logo marks; and (b) doing  
13 any act or thing calculated or likely to cause confusion or mistake in the minds of the members of  
14 the public, or prospective customers of Ubiquiti's products or services, as to the source of the  
15 products or services offered for sale, distributed, or sold, or likely to deceive members of the  
16 public, or prospective customers, into believing that there is some connection between Ubiquiti  
17 and Defendants any other entity owned by or associated with Defendants; (c) further infringing  
18 any trademark owned by Ubiquiti and damaging Ubiquiti's goodwill; (d) further disparaging  
19 Ubiquiti, its officers and/or its directors (e) otherwise competing unfairly with Ubiquiti in any  
20 manner; (f) assisting, aiding or abetting any other person or business entity in engaging in or  
21 performing any of the activities referred to in subparagraphs (a) through (d).

22           4. For entry of an order and judgment directing Kozumi to issue a corrective action  
23 letter to all customers to whom Kozumi has sold products bearing the UBIQUITI mark, notifying  
24 them that the products infringed upon Ubiquiti's lawful trademarks;

25           5. For entry of an order and judgment directing Kozumi, pursuant to 15 U.S.C.  
26 § 1116(a), to file with this Court and serve upon Ubiquiti within thirty (30) days after entry of the  
27 injunction, a report in writing under oath setting forth in detail the manner and form in which  
28

1 Kozumi has complied with the injunction and ceased all offering of products and services under  
2 the UBIQUITI or UBIQUITI mark as set forth above;

3 6. For entry of an order and judgment directing Kozumi, pursuant to 15 U.S.C. § 1118,  
4 to deliver up for destruction, or to show proof of said destruction or sufficient modification to  
5 eliminate the infringing matter, all catalogs, articles, packages, wrappers, products, displays,  
6 labels, signs, vehicle displays or signs, circulars, kits, packaging, letterhead, business cards,  
7 promotional items, clothing, literature, sales aids, receptacles or other matter in the possession,  
8 custody, or under the control of Kozumi or its agents bearing the mark UBIQUITI in any manner,  
9 or any mark that is confusingly similar to or a colorable imitation of the UBIQUITI trademark,  
10 including without limitation the UBIQUITI mark, both alone and in combination with other  
11 words or terms;

12 7. A judgment in the amount of Kozumi's profits, Ubiquiti's actual damages, and the  
13 costs of this action pursuant to 15 U.S.C. § 1117 and;

14 8. That the Court award enhanced damages under 15 U.S.C. § 1117 and punitive  
15 damages under state law as appropriate;

16 9. That the Court award actual damages pursuant to 17 U.S.C. § 504;

17 10. That the Court award actual and special damages for the defamatory statements  
18 made by Defendants;

19 11. That the Court award punitive damages for the willful defamatory statements made  
20 by Defendants;

21 12. That the Court award Ubiquiti reasonable attorney's fees;

22 13. That the Court grant such other and further relief as it deems just and proper.

23  
24 DATED: May 18, 2012

MORRISON & FOERSTER LLP

25  
26 By: 

Jennifer Lee Taylor

27 Attorneys for Plaintiff  
28 UBIQUITI NETWORKS, INC.



1 Pursuant to Federal Rule of Civil Procedure 38(b) and Local Rule 3-6, plaintiff Ubiquiti,  
2 Inc. hereby demands a trial by jury in this action.

3  
4 DATED: May 18, 2012

MORRISON & FOERSTER LLP

5  
6 By: 

Jennifer Lee Taylor

7 Attorney for Plaintiff  
8 UBIQUITI NETWORKS, INC.  
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# Exhibit A

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

**Registration Number**  
**TXu 1-795-146**

**Effective date of  
registration:**  
April 3, 2012

**Title** \_\_\_\_\_

Title of Work: AirOS 5.2.1

**Completion/Publication** \_\_\_\_\_

Year of Completion: 2010

**Author** \_\_\_\_\_

■ Author: Ubiquiti Networks, Inc.

Author Created: computer program

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

**Copyright claimant** \_\_\_\_\_

Copyright Claimant: Ubiquiti Networks, Inc.

91 E. Tasman Drive, San Jose, CA, 95035, United States

**Limitation of copyright claim** \_\_\_\_\_

Material excluded from this claim: computer program, Previous versions and licensed-in materials

New material included in claim: new and revised computer code

**Certification** \_\_\_\_\_

Name: Jessica Zhou, Ubiquiti Networks, Inc.

Date: April 3, 2012

Applicant's Tracking Number: 70730-50001.00



**Registration #:** TXU001795146

**Service Request #:** 1-747770041



**Morrison & Foerster LLP  
Jennifer Lee Taylor  
425 Market Street  
San Francisco, CA 94105-2482 United States**

## Exhibit B

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

**Registration Number**  
**TXu 1-795-147**

**Effective date of  
registration:**  
April 3, 2012

### Title

Title of Work: AirOS 5.3

### Completion/Publication

Year of Completion: 2011

### Author

■ Author: Ubiquiti Networks, Inc.

Author Created: computer program

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

### Copyright claimant

Copyright Claimant: Ubiquiti Networks, Inc.

91 E. Tasman Drive, San Jose, CA, 95035, United States

### Limitation of copyright claim

Material excluded from this claim: computer program, Previous versions and licensed-in materials

New material included in claim: computer program, New and revised computer code

### Certification

Name: Jessica Zhou, Ubiquiti Networks, Inc.

Date: April 3, 2012

Applicant's Tracking Number: 70730-50001.00

**Registration #:** TXU001795147

**Service Request #:** 1-747770159

0000TXU0017951470101

**Morrison & Foerster LLP  
Jennifer Lee Taylor  
425 Market Street  
San Francisco, CA 94105-2482 United States**



## Exhibit C

**UNITED STATES CERTIFICATE OF REGISTRATION**

**AIROS & DESIGN**

**REG. NO. 3746223**

**United States of America**  
**United States Patent and Trademark Office**

**AirOS**

**Reg. No. 3,746,223** UBIQUITI NETWORKS, INC. (CALIFORNIA CORPORATION), DBA UBIQUITI NETWORKS  
Registered Feb. 9, 2010 495-499 MONTAGUE EXPWY  
MILPITAS, CA 95035

**Int. Cl.: 9** FOR: COMPUTER OPERATING PROGRAMS AND COMPUTER OPERATING SYSTEMS;  
COMPUTER SOFTWARE FOR COMMUNICATING WITH USERS OF HAND-HELD COM-  
PUTERS; COMPUTER SOFTWARE FOR WIRELESS CONTENT DELIVERY, IN CLASS 9  
(U.S. CLS. 21, 23, 26, 36 AND 38).  
**TRADEMARK**  
**PRINCIPAL REGISTER**

FIRST USE 1-29-2008; IN COMMERCE 1-29-2008.

THE MARK CONSISTS OF THE WORD "AIR" AND THE SOUND WAVE DESIGN IN BLUE  
AND THE ACRONYM "OS" IN BLACK.

THE COLOR(S) BLUE AND BLACK IS/ARE CLAIMED AS A FEATURE OF THE MARK.

SER. NO. 77-726,644, FILED 4-30-2009.

PATRICIA EVANKO, EXAMINING ATTORNEY



*David S. Kyros*

Director of the United States Patent and Trademark Office

**UNITED STATES CERTIFICATE OF REGISTRATION**

**AIRMAX**

**REG. NO. 3837240**



# United States of America

United States Patent and Trademark Office

## AirMax

**Reg. No. 3,837,240**

**Registered Aug. 24, 2010**

**Int. Cl.: 9**

**TRADEMARK**

**PRINCIPAL REGISTER**

UBIQUITI NETWORKS, INC. (CALIFORNIA CORPORATION), DBA UBIQUITI NETWORKS  
91 E. TASMAN DRIVE  
SAN JOSE, CA 95134

FOR: TELECOMMUNICATIONS AND DATA NETWORKING HARDWARE, NAMELY, DEVICES FOR TRANSPORTING AND AGGREGATING VOICE, DATA, AND VIDEO COMMUNICATIONS ACROSS MULTIPLE NETWORK INFRASTRUCTURES AND COMMUNICATIONS PROTOCOLS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 7-1-2009; IN COMMERCE 7-1-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-900,160, FILED 12-23-2009.

HEATHER BIDDULPH, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**UNITED STATES CERTIFICATE OF REGISTRATION**

**UBNT**

**REG. NO. 3856016**

# United States of America

United States Patent and Trademark Office

## UBNT

**Reg. No. 3,856,016**

**Registered Oct. 5, 2010**

**Int. Cl.: 9**

**TRADEMARK**

**PRINCIPAL REGISTER**

UBIQUITI NETWORKS, INC. (CALIFORNIA CORPORATION), DBA UBIQUITI NETWORKS  
91 E. TASMAN DRIVE  
SAN JOSE, CA 95035

FOR: BROADBAND WIRELESS EQUIPMENT, NAMELY, TELECOMMUNICATIONS BASE STATION EQUIPMENT FOR CELLULAR AND FIXED NETWORKING AND COMMUNICATIONS APPLICATIONS; COMMUNICATIONS SOFTWARE FOR CONNECTING USERS ON WIRELESS NETWORKS; WIRELESS ACCESS POINT (WAP) DEVICES; DEVICES FOR WIRELESS RADIO TRANSMISSION; INDUSTRIAL WIRELESS POINT-TO-MULTIPOINT RADIO; WIRELESS TRANSMITTERS AND RECEIVERS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 3-23-2001; IN COMMERCE 3-23-2001.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-906,575, FILED 1-7-2010.

HEATHER BIDDULPH, EXAMINING ATTORNEY



*David J. Kybas*

Director of the United States Patent and Trademark Office

**UNITED STATES CERTIFICATE OF REGISTRATION**

**AIRGRID**

**REG. NO. 3888037**



# United States of America

United States Patent and Trademark Office

## AirGrid

**Reg. No. 3,888,037**

**Registered Dec. 7, 2010**

**Int. Cl.: 9**

**TRADEMARK**

**PRINCIPAL REGISTER**

UBIQUITI NETWORKS, INC. (DELAWARE CORPORATION), DBA UBIQUITI NETWORKS,  
INC., A DELAWARE CORPORATION,  
91 E. TASMAN DRIVE  
SAN JOSE, CA 95134

FOR: MICROWAVE ANTENNAE; MICROWAVE TRANSMISSION APPARATUS FOR DELIVERING RADIO PROGRAMS AND MESSAGES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 12-1-2009; IN COMMERCE 12-1-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-960,305, FILED 3-16-2010.

HEATHER BIDDULPH, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**UNITED STATES CERTIFICATE OF REGISTRATION**

**AIRCONTROL**

**REG. NO. 3829292**

# United States of America

United States Patent and Trademark Office

## AirControl

**Reg. No. 3,829,292**

**Registered Aug. 3, 2010**

**Int. Cl.: 9**

**TRADEMARK**

**PRINCIPAL REGISTER**

UBIQUITI NETWORKS, INC., INC. (CALIFORNIA CORPORATION), DBA UBIQUITI  
NETWORKS, INC.,  
91 E. TASMAN DRIVE  
SAN JOSE, CA 95035

FOR: COMMUNICATIONS SOFTWARE FOR CONNECTING COMPUTER NETWORK USERS;  
COMPUTER SOFTWARE FOR COMMUNICATING WITH USERS OF HAND-HELD COM-  
PUTERS; COMPUTER SOFTWARE FOR CONTROLLING AND MANAGING ACCESS  
SERVER APPLICATIONS; COMPUTER SOFTWARE FOR MANAGEMENT OF COMMUNIC-  
ATION EQUIPMENT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 10-8-2009; IN COMMERCE 10-8-2009.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

SN 77-726,654, FILED 4-30-2009.

TOBY BULLOFF, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**UNITED STATES CERTIFICATE OF REGISTRATION**

**AIRVIEW**

**REG. NO. 3715098**



# United States of America

United States Patent and Trademark Office

## AirView

**Reg. No. 3,715,098** UBIQUITI NETWORKS, INC. (CALIFORNIA CORPORATION), DBA UBIQUITI NETWORKS  
Registered Nov. 24, 2009 495-499 MONTAGUE EXPWY  
MILPITAS, CA 95035

**Int. Cl.: 9** FOR: ELECTRONIC MAGNETOSTRICTIVE EQUIPMENT, NAMELY, A WAVE GENERATOR,  
WAVE SENSOR AND WAVE ANALYZER, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

**TRADEMARK** FIRST USE 2-25-2009; IN COMMERCE 3-18-2009.  
**PRINCIPAL REGISTER**

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-726,635, FILED 4-30-2009.

PATRICIA EVANKO, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**UNITED STATES CERTIFICATE OF REGISTRATION**

**UNIFI**

**REG. NO. 4068223**

# United States of America

United States Patent and Trademark Office

# UniFi

**Reg. No. 4,068,223**

**Registered Dec. 6, 2011**

**Int. Cl.: 9**

**TRADEMARK**

**PRINCIPAL REGISTER**

UBIQUITI NETWORKS, INC. (DELAWARE CORPORATION), DBA UBIQUITI NETWORKS,  
INC., A DELAWARE CORPORATION,  
91 E. TASMAN DRIVE  
SAN JOSE, CA 95035

FOR: ELECTRONIC TRANSMITTERS AND RECEIVERS FOR ENTERPRISE WIRELESS  
NETWORKS, NAMELY, TRANSMITTERS AND RECEIVERS OF ELECTRONIC SIGNALS,  
IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-15-2011; IN COMMERCE 1-15-2011.

THE MARK CONSISTS OF THE WORD "UNIFI" WITH A DESIGN OF SOUND WAVES EX-  
TENDING FROM THE DOT OF THE FIRST "I" OVER THE TOP OF THE "NI" LETTERS.

SN 85-100,397, FILED 8-4-2010.

TARA PATE, EXAMINING ATTORNEY



*David J. Kybas*

Director of the United States Patent and Trademark Office

9

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

UBIQUITI NETWORKS, INC.

(b) County of Residence of First Listed Plaintiff Santa Clara

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jennifer Lee Taylor (BAR NO. 161368)

Morrison &amp; Foerster LLP

425 Market Street

San Francisco, CA 94105 (415) 268-7000

**DEFENDANTS**

KOZUMI USA CORP., a Florida corporation; SHAO WEI HSU; LILIA KUNG; DOES ONE THROUGH ONE HUNDRED

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.

Attorneys (If Known)

**II. BASIS OF JURISDICTION**

(Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES**

(For Diversity Cases Only)

(Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |                                         |                                                               |                                                               |                                                               |
|-----------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|
| Citizen of This State                   | PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | PTF <input type="checkbox"/> 4 DEF <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         |

**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 & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. 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	<b>PERSONAL INJURY</b> <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 - Med. Malpractice <b>PERSONAL INJURY</b> <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 <b>PERSONAL PROPERTY</b> <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 <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. 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 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 80 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <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"/> 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 and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <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
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

**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

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 USC § 1114, 1125(a); 18 USC § 1030(a)(6)(A); 17 USC § 101

Brief description of cause:

Trademark Infringement Counterfeiting.

**VII. REQUESTED IN COMPLAINT:**
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND Injunction

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 L.R. 3-2)**

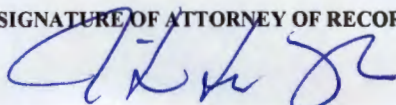
(Place an "X" in One Box Only)

☐ SAN FRANCISCO/OAKLAND☐ SAN JOSE☐ EUREKA

DATE

5/16/2012

SIGNATURE OF ATTORNEY OF RECORD





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

## Authority For Civil Cover Sheet

The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating 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 Rule 8(a), F.R.C.P., 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.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 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.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 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; federal question actions take precedence over diversity cases.)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 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 clerks 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 seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

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 Rule 23, F.R.Cv.P.

**Demand.** In this space enter the dollar amount (in thousands of dollars) 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 44 is used to reference 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.** In accordance with Civil L.R. 3-2(c) - (f), select the appropriate venue based upon 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.