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15 Attorneys for Plaintiff  
LASHIFY, INC.

16  
17 UNITED STATES DISTRICT COURT  
18 CENTRAL DISTRICT OF CALIFORNIA

19 Lashify, Inc.,  
20 Plaintiff,  
21 v.  
22 Urban Dollz LLC d/b/a Urban Doll,  
23 Sima Mosbacher,  
24 Christopher Simonian d/b/a Doll House  
25 LLC,  
26 Defendants.

Case No.: 2:22-cv-6148

**COMPLAINT FOR PATENT INFRINGEMENT; FALSE ADVERTISING UNDER 15 U.S.C. § 1125(a)(1)(B); FEDERAL TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114; FALSE DESIGNATION OF ORIGIN UNDER 15 U.S.C. § 1125(a)(1)(A); COMMON LAW TRADEMARK INFRINGEMENT; UNLAWFUL, UNFAIR, AND FRAUDULENT BUSINESS PRACTICES UNDER CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, 17500**

**JURY TRIAL DEMANDED**

1 Plaintiff Lashify, Inc. (“Lashify”) hereby files this Complaint against Urban  
2 Dollz, LLC d/b/a Urban Doll (“Urban Doll”), Sima Mosbacher (“Mosbacher”), and  
3 Christopher Simonian d/b/a Doll House, LLC (“Simonian”) (collectively, “Defend-  
4 ants”) and alleges as follows:

5 **NATURE OF THE ACTION**

6 1. This is an action to stop Defendants from unlawfully making, using,  
7 selling, offering for sale, marketing, and importing artificial eyelash extension sys-  
8 tems and components that infringe Lashify’s intellectual property, and from engaging  
9 in false advertising, federal and common law trademark infringement, false designa-  
10 tion of origin, and unlawful, unfair, and fraudulent business practices.

11 2. Defendants brazenly copied the innovations and intellectual property of  
12 Lashify so they can profit from the tireless work and ingenuity of Ms. Sahara Lotti,  
13 Lashify’s founder and the inventor of numerous patents and products. Despite  
14 Lashify’s requests to cease and desist their unlawful conduct, Defendants continue  
15 their proliferation of copycat products designed to reap the benefits of Lashify’s in-  
16 tellectual property, goodwill, know-how, and ingenuity.

17 3. Defendants’ products infringe Lashify’s patents, including U.S. Patent  
18 Nos. 11,219,260 (“the ’260 patent”), 11,253,020 (“the ’020 patent”), 11,330,856  
19 (“the ’856 patent”), 11,234,472 (“the ’472 patent”), and 11,330,855 (“the ’855 pa-  
20 tent”) (collectively, the “Patents-in-Suit”). Defendants’ Accused Products include,  
21 without limitation, Defendants’ do-it-yourself (“DIY”) lash extension product lines  
22 that comprise lash extensions with multiple lash clusters, such as the Urban Doll pre-  
23 made DIY lash extensions, Level Up Full Lash Starter Kit, 2-system bond, lash bun-  
24 dles, and all other like Urban Doll “DIY” lash extension products, each of which  
25 Urban Doll designed to copy Lashify’s revolutionary, award-winning, and patented  
26 lash extension system. Examples of the Accused Products are shown below.

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Level Up™ Full Lash Starter Kit

★★★★★ 1245 reviews

~~\$240~~ \$89

			
<b>Bedroom Eyes</b> Wispy Cat Eye (9.5-17mm) ★★★★★ 1028 reviews <b>\$30</b>	<b>Fantasy</b> Doll Eye (16-19mm) ★★★★★ 622 reviews <b>\$30</b>	<b>Pefite</b> Classic (8-13mm) ★★★★★ 762 reviews <b>\$30</b>	<b>Like A Lady</b> Medium Soft Glam (11-14mm) ★★★★★ 13 reviews <b>\$30</b>

See <https://www.urbandollzz.com/collections/all-products>.

4. Defendants’ entire business depends on unfair business practices, including copying Lashify at every turn and, upon information and belief, building an entire distribution scheme to ensure the greatest amount of harm to Lashify and Lashify’s rights.

5. As discussed herein, in designing their business and products to copy Lashify, Defendants have engaged in false advertising, federal and common law trademark infringement, false designation of origin, and unlawful, unfair, and fraudulent business practices. Defendants claim to have released a revolutionary new system that did not exist before, including the “Lightest Lashes on the Market” and the “WORLD’S FIRST” flexible and hypoallergenic bond for applying artificial lashes. Upon information and belief, these assertions are false and misleading. Defendants

1 have also adopted Lashify’s trademarks, including its well-known BONDAGE®  
2 mark, as though it were their own.

3 6. Defendants’ conduct leaves Lashify no choice but to take action.  
4 Lashify files this lawsuit not only to protect its own innovations, but also to protect  
5 further innovation in the beauty industry—innovation that otherwise would fall vic-  
6 tim to the unfair and unlawful conduct of companies like Urban Doll.

7 **THE PARTIES**

8 7. Plaintiff Lashify, Inc. is a corporation organized under the laws of Del-  
9 aware, having a place of business in North Hollywood, California.

10 8. Upon information and belief, Defendant Urban Dollz, LLC does busi-  
11 ness under the name Urban Doll, and is a company organized and existing under the  
12 laws of California, having a place of business a 601 W. 5<sup>th</sup> Street, Suite 1100, Los  
13 Angeles, California 90071.

14 9. Upon information and belief, Defendant Sima Mosbacher is an individ-  
15 ual residing in the State of California and within this judicial district at 849 S. Broad-  
16 way, Apt. 3, Los Angeles, California 90014. Upon information and belief,  
17 Mosbacher is also a founder and manager of Urban Doll. Upon information and  
18 belief, Mosbacher exercises dominion and control over Urban Doll and directs the  
19 daily activities and conduct of Urban Doll. Accordingly, Urban Doll and Mosbacher  
20 are jointly and severally liable for the acts committed by Urban Doll.

21 10. Upon information and belief, Defendant Christopher Simonian d/b/a  
22 Doll House, LLC is an individual residing in the State of California and within this  
23 judicial district at 18 Leeds Lane, Aliso Viejo, California 92656. Upon information  
24 and belief, Simonian is a member, manager, or President of Urban Doll. Upon infor-  
25 mation and belief, Simonian exercises dominion and control over Urban Doll and  
26 directs the daily activities and conduct of Urban Doll. Accordingly, Urban Doll and  
27 Simonian are jointly and severally liable for the acts committed by Urban Doll. Upon  
28 information and belief, Doll House, LLC is not a valid and existing legal entity, but

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1 is instead a name under which Simonian conducts business, including the acts alleged  
2 in this Complaint.

3 **JURISDICTION & VENUE**

4 11. This action arises under the patent laws of the United States, Title 35,  
5 United States Code; the Lanham Act, Title 15, United States Code § 1051 *et seq.*;  
6 and the laws of the State of California. This Court has subject matter jurisdiction  
7 pursuant to 28 U.S.C. §§ 1331 and 1338(a) and supplemental jurisdiction over  
8 Lashify’s claims arising under the laws of the State of California, which form part of  
9 the same case or controversy, pursuant to 28 U.S.C. § 1367.

10 12. This Court has personal jurisdiction over Urban Doll. Upon information  
11 and belief, Urban Doll is a company organized and existing under the laws of Cali-  
12 fornia, having a place of business in this judicial district. This Court also has personal  
13 jurisdiction over Urban Doll because, upon information and belief, Urban Doll has  
14 committed, aided, abetted, contributed to, and/or participated in the commission of  
15 the acts alleged in this Complaint in this judicial district, that led to foreseeable harm  
16 and injury to Lashify. Upon information and belief, Urban Doll sells and offers to  
17 sell its infringing products directly through its website ([https://www.urban-](https://www.urban-dollzz.com/)  
18 [dollzz.com/](https://www.urban-dollzz.com/)) to the public throughout the United States, including this judicial dis-  
19 trict, and has otherwise purposely availed itself of the privileges and benefits of the  
20 laws of the California and this judicial district.

21 13. This Court has personal jurisdiction over Mosbacher. Upon information  
22 and belief, Mosbacher resides within the State of California and within this judicial  
23 district. This Court also has personal jurisdiction over Mosbacher because, upon  
24 information and belief, Mosbacher has committed, aided, abetted, contributed to,  
25 and/or participated in the commission of the acts alleged in this Complaint in this  
26 judicial district, that led to foreseeable harm and injury to Lashify.

27 14. This Court has personal jurisdiction over Simonian. Upon information  
28 and belief, Simonian resides within the State of California and within this judicial

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1 district. This Court also has personal jurisdiction over Simonian because, upon in-  
2 formation and belief, Simonian has committed, aided, abetted, contributed to, and/or  
3 participated in the commission of the acts alleged in this complaint in this judicial  
4 district, that led to foreseeable harm and injury to Lashify.

5 15. Venue is proper in this District against Defendants pursuant to 28 U.S.C.  
6 § 1391(b) and (c) and § 1400(b) because Defendants have committed the acts alleged  
7 in this Complaint in this judicial district. Further, Urban Doll has a place of business  
8 in this District. Mosbacher and Simonian, upon information and belief, are individ-  
9 uals residing within this judicial district.

10 **LASHIFY’S INNOVATIVE LASH EXTENSION SYSTEM**

11 16. Lashify is a California start-up founded by Ms. Sahara Lotti, who in-  
12 vented the most natural-looking false lash system in the industry. The Lashify system  
13 is a revolutionary award-winning DIY luxury lash extension system that creates salon  
14 quality lash extensions in record time and in the comfort of one’s home. The system  
15 is easy to use, and, unlike salon extensions, is damage-free to natural lashes; it creates  
16 infinite possibilities for all eye shapes in minutes. As a result, the Lashify system  
17 has been recognized, used, and touted by Oscar-winning celebrities, world-renowned  
18 beauticians, popular magazines, online publications, and its many users.

19 17. Renée Zellweger, Reese Witherspoon, Nicole Kidman, Lupita Nyong’o,  
20 Kristen Bell, Kourtney Kardashian, Claire Danes, Melissa McCarthy, Janelle Monáe,  
21 Cynthia Nixon, Jessica Simpson, Maggie Gyllenhaal, Tracie Ellis Ross, Salma  
22 Hayek, Awkwafina, Liv Tyler, and Lena Dunham are just a few of the artists and  
23 influential figures who have used the Lashify system. The Lashify system “walked”  
24 the red carpets at the Golden Globes, Grammys, Emmys, Met Gala, and other glob-  
25 ally followed events. The Lashify system has been used by influential makeup artists  
26 Ariel Tejada, Jessica Smalls, Nick Barose, Anton Khachaturian, Matthew Van Leeu-  
27 wen, Kirin Bhatt, and many more. It has been featured in publications such as In-  
28 Style, Elle, Glamour, Vogue, Allure, The Knot, Shape, and many others. And it has

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1 received numerous industry awards, including 2022 InStyle Beauty Editors’ Pick,  
2 2021-2022 The Beauty Authority NewBeauty Award Winner, 2021 Cosmopolitan  
3 Holy Grail Beauty Award, 2019 Glamour Beauty Award Winner, The Knot Beauty  
4 Awards 2019 Winner, and 2019 Shape Editor Pick. Thus, unsurprisingly, customers  
5 of the Lashify system call it the best invention since sliced bread, a game changer,  
6 and the lash system you didn’t know you needed.

7 18. To date, the Lashify system has been used by hundreds of thousands of  
8 customers.

9 19. Individual lash extensions done at salons are time-consuming and attach  
10 to a single lash with glue. Due to the ingredients of the glue and excess fiber weight,  
11 traditional lash extensions can be damaging. They can pull on natural lash roots,  
12 causing damage and lash loss. This time-consuming, costly process needs to be re-  
13 peated every three weeks to maintain the desired results.

14 20. Other artificial lashes existed before the Lashify system, and still do.  
15 One option is strip lash extensions, which is a single band of lashes the length of a  
16 natural eye that is designed to be applied with a removable adhesive over a natural  
17 top lash line. Strip lashes weigh heavily on the natural lashes, appear “faux,” and are  
18 not comfortable to be worn for long periods of time. Another option is single cluster  
19 lash extensions, which are solitary units of closely grouped individual lashes de-  
20 signed to be applied with a hard glue, making them similarly heavy to the eyes, dif-  
21 ficult to apply, time consuming, and damaging if worn for extended periods of time  
22 or slept with.

23 21. Ms. Lotti, a frequent wearer of salon lash extensions, uninspired and  
24 frustrated by the lack of options in the lash industry and recognizing the need for  
25 innovation in the industry, set out to design a product that would meet her high stand-  
26 ards. Ms. Lotti, herself a relentless innovator, put aside her career to fully devote  
27 herself to a new enterprise and passion. She created a lash lab in her living room;  
28 immersed herself in extensive studies of the human eyelid, the shape of lash lines,

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1 and various chemical compositions; and tested on her own eyelashes various proto-  
2 types and potential new product options. After working tirelessly toward her goal,  
3 she had created the Gossamer® lash: the lightest, flattest, and most natural-looking  
4 artificial lash extension that merges with natural lashes like a coat of mascara—all  
5 without the skill of a lash artist or the time-consuming and damaging process offered  
6 by the salons.

7 22. Ms. Lotti’s research and development efforts also resulted in her discov-  
8 ery of Lashify’s unique, hypoallergenic chemical compositions that are safe even for  
9 sensitive eyes. She invented the four components of the Lashify system in Lashify’s  
10 Control Kit®: (1) the Gossamer® lashes in sterile lash cartridges, (2) the Fuse Con-  
11 trol® Wand for applying the lashes, (3) the Whisper Light™ flexible bond, and  
12 (4) the Glass lash extender that seals the lashes in the event of tackiness. Ms. Lotti  
13 and Lashify also invented Lashify’s innovative BONDAGE® Extra Strength Bond  
14 to provide an even longer hold while remaining flexible and nourishing the natural  
15 lashes. Each is innovative and, in combination, is a revolution that changed the lash  
16 industry.

17 23. Today, as a result of Ms. Lotti’s hard work and ingenuity, Lashify is  
18 recognized as a market leader in the design of revolutionary lash extension products.  
19 A testament to its innovation and the strength of its brand is Lashify’s extensive  
20 worldwide intellectual property portfolio, including United States and foreign pa-  
21 tents, federally registered trademarks, and many pending patent and trademark appli-  
22 cations.

23 24. The Lashify Control Kit® includes two sets of Gossamer® lashes set in  
24 Lashify’s innovative cartridge, a patented wand for fusing the lashes underneath the  
25 natural lash line, a bond, a sealer, and a luxury case:  
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25. Gossamer® lashes are comprised of synthetic fibers, such as polybutylene terephthalate (“PBT”)—the best quality synthetic silk in the world sourced from Korea—heated to form delicate artificial lash sections, which upon application seamlessly blend with the natural lashes. The Gossamer® lashes are designed to fit underneath the natural lashes due to their thin band and lightweight structure, come in a variety of lengths, fluffiness, curvatures, and colors, and thus can be applied in virtually unlimited positions and arrangements. Indeed, users devise “maps” specifying locations of different types of Gossamer® lashes along one’s natural lash line to achieve looks ranging from natural to glamorous to dramatic, and even colored. The revolutionary flat base and positioning of clusters along the base invented by Ms. Lotti also gives users the ability to stack Lashify’s Gossamer® for volume, if desired.



26. The Fuse Control® Wand is used to apply the Gossamer® lashes underneath the natural lashes. It has a pleasing fluid design and comes in a variety of colors. It is used to fuse the Gossamer® lashes to the natural lash line for a stable and proper placement for up to 10 days.

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27. The Whisper Light™ Dual-Sided bond is a flexible, hypoallergenic adhesive designed exclusively to hold Gossamer® lashes. Its Biotin and Micro-flex technology create a flexible and nourishing cushion underneath the lash line, protecting the roots and ensuring damage-free wear.

28. Similarly, Lashify’s popular BONDAGE® Extra Strength Bond provides an even stronger hold for multiple-day wear, while at the same time nourishing the lashes and remaining flexible and extremely comfortable.

29. Since at least 2019, Lashify has used the “BONDAGE®” mark in connection with its goods and services in the United States, and specifically in connection with its Extra Strength Bond. Lashify also owns all federal rights and title to the word mark “BONDAGE®,” and its corresponding United States Trademark Registration No. 6065731. Lashify has consistently used the BONDAGE® mark in commercial and promotional materials for Extra Strength Bond and related products.

30. Lashify has invested significant resources and developed significant goodwill and brand recognition associated with its products and, for example, its BONDAGE® mark. For example, Lashify has collaborated with legendary burlesque dancer and businesswoman Dita Von Teese to promote the BONDAGE® product and mark, as shown in the following excerpt from Lashify’s website:

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<https://www.lashify.com/products/bondage>. Lashify also regularly uses the BOND-AGE® mark in commerce, including on its products. As a result of Lashify’s years of widespread promotion and use, Lashify’s BONDAGE® mark is strong, distinctive, and well-known as an identifier of Lashify and its products. Indeed, both the BONDAGE® mark and Lashify’s BONDAGE® Extra Strength Bond have been the subject of unsolicited media attention.

31. Glass is a unique waterproof lash extender. Its application is the last step in Lashify’s unique system. It finishes the Lashify look, sealing and extending the wear of the Gossamer® lashes.

32. Ms. Lotti also invented a new method of applying the Gossamer® lashes underneath the natural upper eyelash using the Lashify system, a technique that would have caused significant discomfort, an unnatural appearance, and risk of harm to one’s eyes before Ms. Lotti introduced the innovative components of the Lashify system.

1 33. Lashify has spent considerable time and expense on the creation, devel-  
2 opment, promotion, and enforcement of its innovative products and its intellectual  
3 property rights.

4 **DEFENDANTS' COPYING OF LASHIFY'S SYSTEM, USE OF LASHIFY'S**  
5 **INTELLECTUAL PROPERTY, FALSE ADVERTISING, AND UNFAIR**  
6 **BUSINESS PRACTICES**

7 34. Unsurprisingly, albeit unfortunately, Lashify's innovative system and  
8 application method attracted not just a loyal customer base, but also copycats seeking  
9 to profit from the fruits of Ms. Lotti's hard work and dedication. Among these cop-  
10 ycats are Defendants—Urban Doll, Mosbacher, and Simonian—who blatantly cop-  
11 ied the revolutionary Lashify system, the application method, and Lashify's associ-  
12 ated patent and trademark rights while proclaiming them to be their own.

13 35. Defendants launched the Accused Products long after Lashify's system  
14 was offered to the public and, upon information and belief, willfully copied Lashify's  
15 technology and trademark without license, permission, or authorization to create their  
16 knock-off products.

17 36. Lashify offers its system as a starter kit with a set of lashes, applicator,  
18 bond, and sealer. Just like Lashify, Defendants designed and offer the Level Up Full  
19 Lash Starter Kit including Gossamer®-like lash extensions, an applicator, and bond.

20 37. And just like Lashify, Urban Doll's Accused Products are marketed to  
21 be placed under a natural lash line using Lashify's patented methods, designed to  
22 provide the same look as Lashify Gossamer® lashes and, upon information and be-  
23 lief, are made of similar synthetic fibers using similar technology.

24 38. Indeed, upon information and belief, the similarity of the products was  
25 Defendants' intent. Defendants set as their goal to copy Lashify's products and de-  
26 sign, unlawfully taking advantage of Lashify's innovation in the industry.

27 39. For example, upon information and belief, each of the Defendants knew  
28 about Lashify for years and purchased Lashify's products before starting to sell their

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1 own Accused Products that are strikingly similar to Lashify’s innovative and patented  
2 products.

3 40. Confirming that the similarities between Defendants’ new products  
4 and Lashify’s earlier products are no mistake, Defendants also adopted Lashify’s  
5 BONDAGE® mark, and continue to use Lashify’s trademark in connection with their  
6 own copycat bond products on the Urban Doll website and on their physical products.  
7 This includes, for example, use of the BONDAGE® mark on Defendants’ “Noir  
8 Bondage Lash Bonding Agent” product. Indeed, Defendants designed their entire  
9 business and product line to mimic Lashify. These unfair acts have created signifi-  
10 cant consumer confusion and harm to Lashify, causing consumers to wrongly asso-  
11 ciate Lashify with Defendants’ lower-quality and copycat products.

12 41. Defendants undertook all of their conduct—ultimately plucking the fin-  
13 ished products from Lashify after Ms. Lotti had dedicated substantial resources and  
14 years of her life to their development—with full knowledge that they were not the  
15 rightful inventor or owner of the Accused Products.

16 42. Lashify sent a letter to Urban Doll on May 17, 2022, identifying  
17 Lashify’s intellectual property rights and providing several examples of the ways in  
18 which Defendants’ products infringe those rights. Lashify explained that “Lashify  
19 respects the hard work, innovations, and intellectual property of others and expects  
20 others to respect Lashify’s rights.” Accordingly, Lashify requested that Defendants  
21 cease their unlawful conduct. But Defendants did not respond.

22 43. Lacking so much as an acknowledgment from Defendants, Lashify sent  
23 the letter again. This time, Lashify hand-delivered the letter to Mosbacher on June  
24 24, 2022, ensuring that it would arrive in the hands of an individual with the authority  
25 to address Defendants’ ongoing infringement. But Mosbacher ignored the letter, too.  
26 As did Simonian. Defendants simply swept aside Lashify’s legal rights in their gam-  
27 bit to sell more products and grow their copycat business.

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1           44. Just as concerning, Defendants have not only continued their unfair acts,  
2 but also multiplied those unfair acts since receiving notice of Lashify’s intellectual  
3 property. Upon information and belief, Defendants have created, or are in the process  
4 of creating, a massive multi-level marketing (MLM) scheme to expand their sales  
5 and promotion of the infringing products. Defendants’ MLM, entitled “Doll House,”  
6 prominently features Simonian as “PRESIDENT / CO-FOUNDER” (sic). See  
7 <https://www.vimeo.com/734189645> at 0:18. Indeed, Simonian personally advertises  
8 the MLM and the infringing products in publicly available materials online, and in-  
9 duces others to join in the unlawful scheme to violate Lashify’s intellectual property  
10 rights. See <https://www.vimeo.com/734189645>.

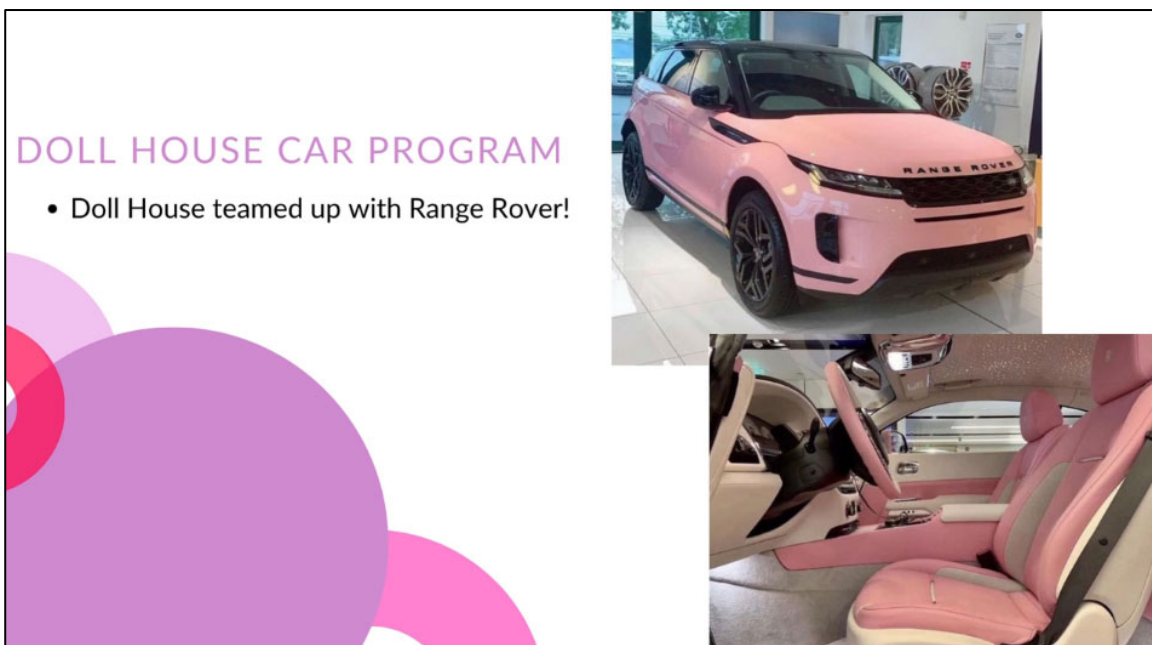
11           45. Defendants’ promotional materials advertise Mosbacher as a founder of  
12 Urban Doll. See <https://www.vimeo.com/734189645> at 4:15-5:10. As Defendants’  
13 story goes, Mosbacher allegedly found no similar products on the market in 2019,  
14 developed her own products after conducting years of research, launched products in  
15 2020, and generated “8-figures within a year” of selling the products. See  
16 <https://www.vimeo.com/734189645> at 4:15-5:10.

17           46. As is common among MLM schemes, Defendants designed their MLM  
18 to ensure the greatest distribution (and infringement) of Lashify’s intellectual prop-  
19 erty possible, offering “levels” and rewards as participants sell additional infringing  
20 products. See <https://www.vimeo.com/734189645> at 11:30. In fact, Defendants even  
21 advertise that they have “teamed up with Range Rover” to offer a pink Range Rover  
22 or vacation incentives to participants who sell infringing products at sufficiently high  
23 volumes:

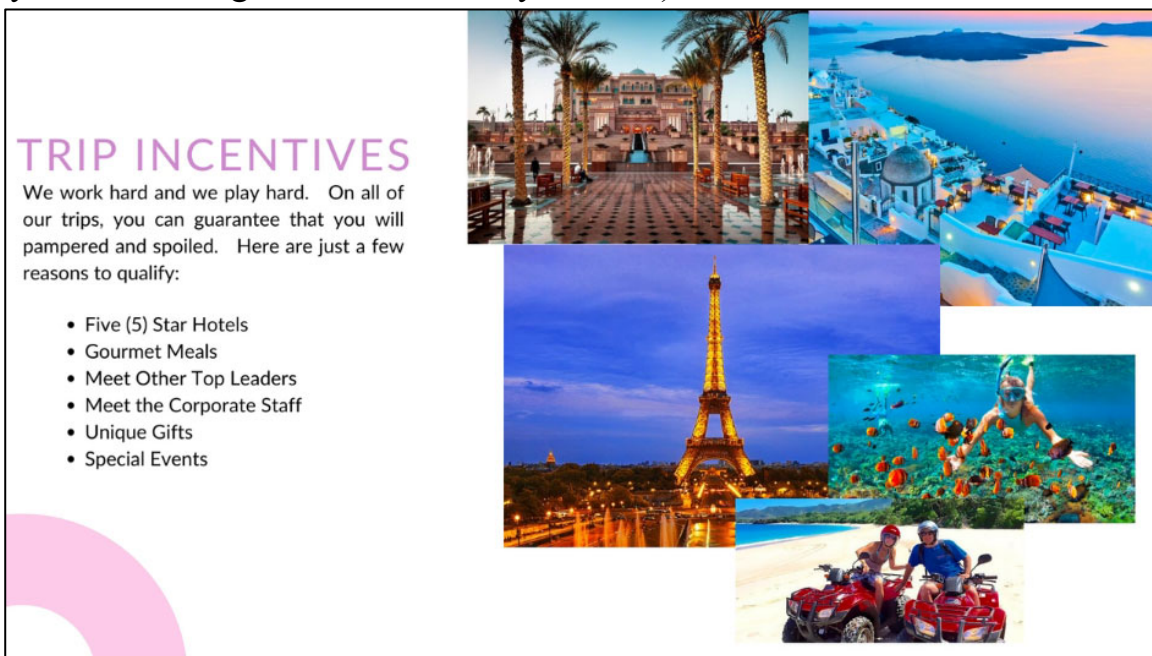
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See <https://www.vimeo.com/734189645> at 14:10-13 (Simonian stating, “Can you see yourself driving in this car? I bet you can.”).



See <https://www.vimeo.com/734189645> at 14:58.

47. All the while, Defendants advertise that they will provide “Company Support” for participants who agree to engage in the infringing and predatory practices asserted in this Complaint. See <https://www.vimeo.com/734189645> at 15:25.

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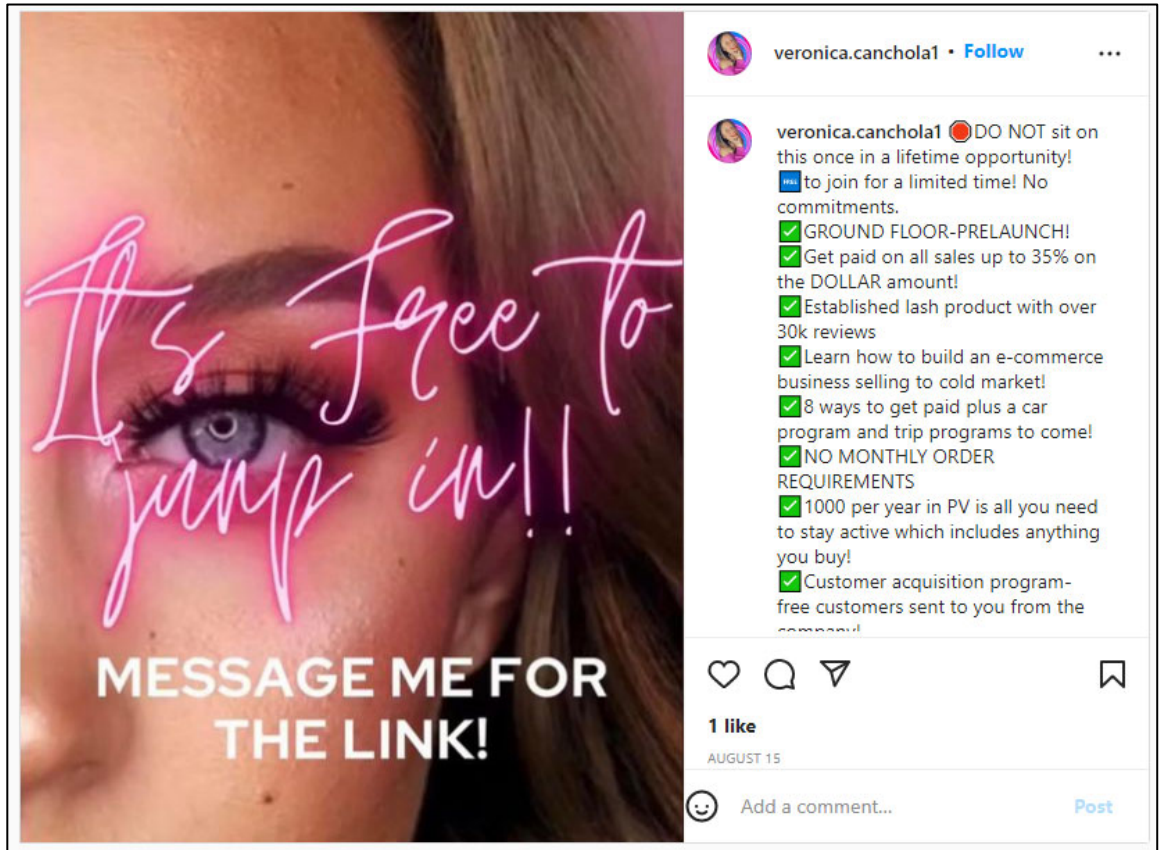
1 48. Defendants’ incentives for others to infringe are not lost on consumers.  
2 Upon information and belief, Defendants have recruited thousands of individuals to  
3 participate in their coordinated infringement strategy with the express goal of selling  
4 products that infringe Lashify’s intellectual property rights and violate the laws of  
5 the United States and the State of California. Upon information and belief, Defend-  
6 ants operate groups on Facebook and other social media platforms to coordinate their  
7 unfair acts. Indeed, Mosbacher and Simonian personally serve as administrators for  
8 one or more social media groups that, upon information and belief, have as their ex-  
9 press purpose to promote and distribute infringing products. And, as is the goal for  
10 many predatory MLM schemes, Defendants’ business depends on large numbers of  
11 individuals promoting the infringing products across all social media platforms, of-  
12 fering promises of pink SUVs and compensation bonuses if they infringe at suffi-  
13 ciently high volumes. Two examples of the acts induced by Defendants are shown  
14 below:



28



1 <https://www.instagram.com/p/CgVboD1MjNb/>.



16 [https://www.instagram.com/p/ChSJ10\\_u6pg/](https://www.instagram.com/p/ChSJ10_u6pg/).

17 49. In this way, Defendants have created and leveraged an MLM scheme  
18 for their own gain, and to spread the infringement of Lashify’s intellectual property  
19 on the greatest scale possible.

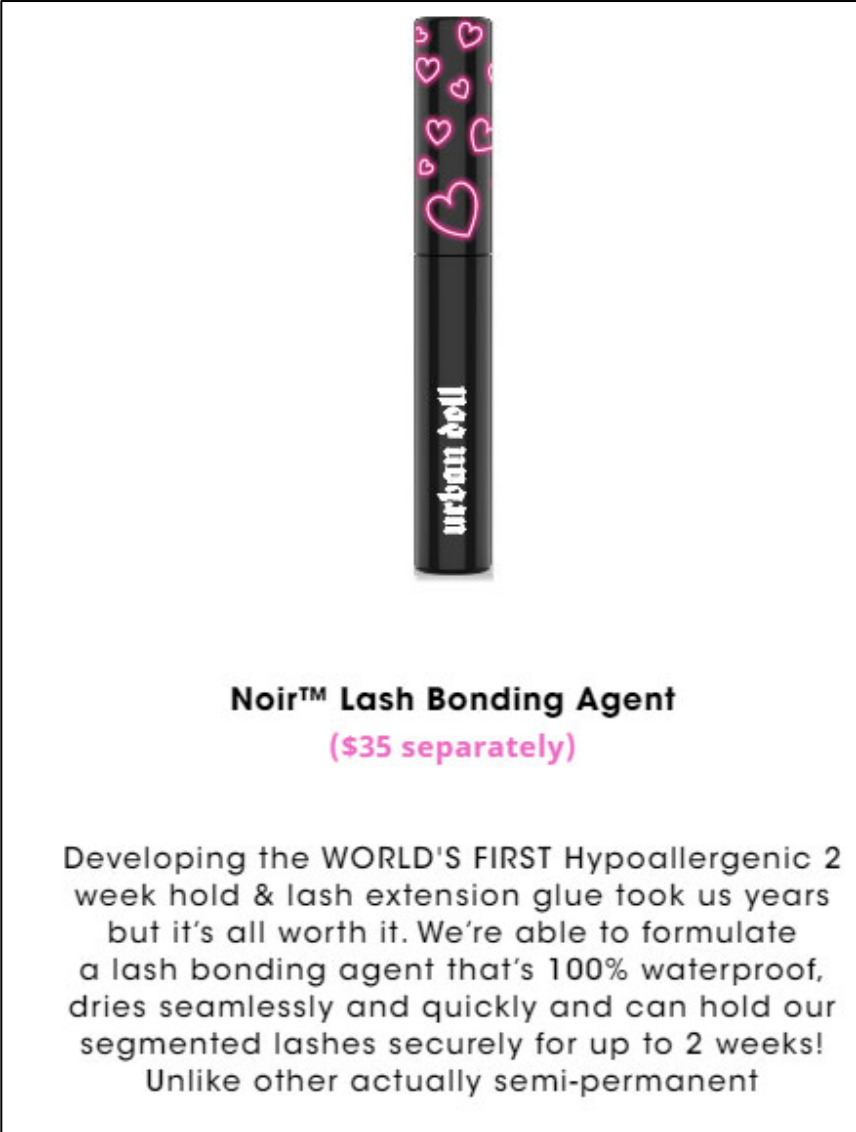
20 50. Upon information and belief, Defendants also include numerous false  
21 statements on their website and in promotional materials.

22 51. Defendants claim on their website that their lash bonding agent is “the  
23 WORLD’S FIRST hypoallergenic 2 week hold & lash extension glue.” See  
24 <https://www.urbandollzz.com/products/level-up-full-lash-starter-kit>.

25 52. A true and correct screenshot of Urban Doll’s website is below:

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53. Defendants also claim in their marketing that the accused eyelash extension products are the “Lightest Lashes on the Market.” See <https://www.vimeo.com/734189645> at 7:54:

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**Products**

**Get Started With:**

- Launch with Urban Doll Lashes
  - Hypoallergenic / Lightest Lashes on the Market
  - 5-10 minute application
  - Up-to 2 week hold
  - Waterproof
  - 100% Hand-made
  - PETA Cruelty-free
  - Dermatologist and Ophthalmologist Approved
  - Three SKUs (Petite, Bedroom, Fantasy)
  - No need for Mascara!
  - Over 25,000 Reviews

**urban doll**

54. Upon information and belief, these statements are false.

55. Defendants also include a banner on their website suggesting that various well-known publications have featured or otherwise covered their products, including the Accused Products.



See <https://www.urbandollzz.com/>. Defendants' inclusion of the logos of these publications in the middle of the main page of the company website misleads viewers and consumers into believing the products were discussed in or are endorsed by these publications, when in fact, upon information and belief, no such endorsement exists.

56. Unlike Defendants and the Accused Products, Lashify's patented products have received numerous accolades and positive reviews in beauty publications as a result of their high quality, comfort, and ease of use. Indeed, Lashify's website proudly displays these endorsements on its website, including from well-known publications such as Glamour, Elle, Into the Gloss, Allure, and Byrdie. See <https://www.lashify.com/>. Upon information and belief, Defendants chose to include

1 the misleading endorsements on their own website to confuse Lashify’s customers  
2 into believing that the Accused Products have been featured in or covered by beauty  
3 publications, just like Lashify’s patented products.

4 57. Defendants’ egregious acts have injured Lashify’s business, and  
5 threaten to continue to irreparably injure Lashify unless enjoined by this Court. De-  
6 fendants’ conduct has also violated Lashify’s intellectual property rights and led to  
7 consumer confusion in the market. Further, Defendants’ infringement has harmed  
8 and will continue to harm Lashify by confusing consumers, discouraging or frustrat-  
9 ing potential users of Lashify’s goods and services, and unlawfully divert business  
10 from Lashify to Urban Doll. Defendants. Indeed, Defendants’ refusal to cease and  
11 desist from further use of Lashify’s technology and innovations, despite multiple re-  
12 quests that they do so, reflects their lack of respect for intellectual property rights.  
13 Lashify will not be dissuaded from innovating by entities such as Defendants, who  
14 seek to profit from the innovations and ingenuity of others.

15 **FIRST CAUSE OF ACTION**

16 **(Infringement of United States Patent No. 11,219,260)**

17 58. Lashify incorporates herein by reference its allegations contained in the  
18 preceding paragraphs.

19 59. On January 11, 2022, the ’260 patent, entitled “Artificial Lash Exten-  
20 sions,” was duly and legally issued to Lashify. Lashify is the lawful owner by as-  
21 signment of all right, title, and interest in the ’260 patent, including the rights to ex-  
22 clude others and to sue and recover damages for infringement.

23 60. A true and correct copy of the ’260 patent is attached as **Exhibit A**.

24 61. Defendants have had actual notice of the ’260 patent by a cease and  
25 desist letter sent from Lashify on May 17, 2022. Defendants have also been placed  
26 on actual notice of the ’260 patent by the filing of this Complaint. Defendants also  
27 have constructive notice of the ’260 patent at least by virtue of Lashify’s marking of  
28 its patented products.

1           62. Defendants have infringed and continue to infringe at least claim 1 of  
2 the '260 patent directly by making, using, offering to sell, and selling within the  
3 United States and/or importing into the United States products that, when used as  
4 instructed and according to their intended purpose, infringe the '260 patent.

5           63. The Accused Products meet each and every limitation of at least claim  
6 1 of the '260 patent, either literally or under the doctrine of equivalents. For example,  
7 the Accused Products include a plurality of artificial lash extensions comprising a  
8 plurality of clusters of artificial hairs with each cluster having at least two artificial  
9 hairs. The grouping of hairs in the extensions are the clusters. The hairs in the clus-  
10 ters are artificial because they do not comprise natural human hair, but instead a syn-  
11 thetic material. The lash extensions also comprise a base from which the clusters of  
12 hairs protrude. Upon information and belief, the extensions' clusters are attached to  
13 the base by at least an application of heat. For example, the lashes are made of syn-  
14 thetic material, which attaches when heated as in the Accused Products. Within the  
15 clusters of the Accused Products, at least some of the artificial hairs are coupled to  
16 one another at a respective part of the base. In addition, the bases of the extensions  
17 are designed to attach to the underside of the natural lashes.

18           64. Defendants' acts of infringement of the '260 patent were and are under-  
19 taken without authority, permission, or license from Lashify. Defendants' infringing  
20 activities therefore violate 35 U.S.C. § 271.

21           65. Upon information and belief, Defendants acted as a joint enterprise, and  
22 the infringement, conduct, and actions by one alleged herein are directly attributable  
23 to another. Upon information and belief, each Defendant also individually committed  
24 acts of direct infringement complained of herein in their individual capacities. Al-  
25 ternatively, to the extent individuals Mosbacher and/or Simonian did not directly  
26 commit any infringing acts complained of herein in their individual capacities, upon  
27 information and belief, Mosbacher and/or Simonian nonetheless actively induced  
28 and/or contributed to the infringement complained of herein in their individual

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1 capacities, such as direct acts of infringement committed by Urban Doll and/or Doll  
2 House.

3 66. As a direct and proximate consequence of Defendants’ infringement of  
4 the ’260 patent, Lashify has suffered irreparable harm, and Lashify will continue to  
5 suffer irreparable harm in the future unless Defendants are enjoined from infringing  
6 the ’260 patent.

7 67. Defendants have had actual knowledge of the ’260 patent and its in-  
8 fringement thereof since at least the date of Lashify’s cease and desist letter. In ad-  
9 dition, upon information and belief, Defendants knew of Lashify’s patented products  
10 and the ’260 patent, including by analyzing Lashify’s products and monitoring  
11 Lashify’s patent portfolio, and did nothing to stop its blatant use and pirating of  
12 Lashify’s intellectual property. Accordingly, Defendants’ infringement of the ’260  
13 patent is willful.

14 **SECOND CAUSE OF ACTION**

15 **(Infringement of United States Patent No. 11,253,020)**

16 68. Lashify incorporates herein by reference its allegations contained in the  
17 preceding paragraphs.

18 69. On February 22, 2022, the ’020 patent, entitled “Artificial Lash Exten-  
19 sions,” was duly and legally issued to Lashify. Lashify is the lawful owner by as-  
20 signment of all right, title, and interest in the ’020 patent, including the rights to ex-  
21 clude others and to sue and recover damages for infringement.

22 70. A true and correct copy of the ’020 patent is attached as **Exhibit B**.

23 71. Defendants have been placed on actual notice of the ’020 patent at least  
24 by the filing of this Complaint. Defendants also have constructive notice of the ’020  
25 patent at least by virtue of Lashify’s marking of its patented products.

26 72. Defendants have infringed and continue to infringe at least claim 1 of  
27 the ’020 patent directly by making, using, offering to sell, and selling within the  
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1 United States and/or importing into the United States products that, when used as  
2 instructed and according to their intended purpose, infringe the '020 patent.

3 73. The Accused Products meet each and every limitation of at least claim  
4 1 of the '020 patent, either literally or under the doctrine of equivalents. For example,  
5 the Accused Products include a plurality of artificial lash extensions. The lash ex-  
6 tensions are designed to attach adjacent to one another on the underside of a natural  
7 lash. The lash extensions also comprise a plurality of clusters of artificial hairs com-  
8 prising at least two artificial hairs. The grouping of hairs in the lash extensions are  
9 the clusters. The hairs in the clusters are artificial because they do not comprise  
10 natural human hair, but instead a synthetic material. The lash extensions also com-  
11 prise a base from which at least two hairs of each cluster protrude. Upon information  
12 and belief, the artificial hairs are connected to one another at the base by at least an  
13 application of heat. For example, the lashes are made of synthetic material, which  
14 attaches when heated as in the Accused Products.

15 74. Defendants' acts of infringement of the '020 patent were and are under-  
16 taken without authority, permission, or license from Lashify. Defendants' infringing  
17 activities therefore violate 35 U.S.C. § 271.

18 75. Upon information and belief, Defendants acted as a joint enterprise, and  
19 the infringement, conduct, and actions by one alleged herein are directly attributable  
20 to another. Upon information and belief, each Defendant also individually committed  
21 acts of direct infringement complained of herein in their individual capacities. Al-  
22 ternatively, to the extent individuals Mosbacher and/or Simonian did not directly  
23 commit any infringing acts complained of herein in their individual capacities, upon  
24 information and belief, Mosbacher and/or Simonian nonetheless actively induced  
25 and/or contributed to the infringement complained of herein in their individual ca-  
26 pacities, such as direct acts of infringement committed by Urban Doll and/or Doll  
27 House.

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1 76. As a direct and proximate consequence of Defendants’ infringement of  
2 the ’020 patent, Lashify has suffered irreparable harm, and Lashify will continue to  
3 suffer irreparable harm in the future unless Defendants are enjoined from infringing  
4 the ’020 patent.

5 77. Defendants have had actual knowledge of the ’020 patent and its in-  
6 fringement thereof since at least the filing of this Complaint. In addition, upon in-  
7 formation and belief, Defendants knew of Lashify’s patented products and the ’020  
8 patent, including by analyzing Lashify’s products and monitoring Lashify’s patent  
9 portfolio, and did nothing to stop its blatant use and pirating of Lashify’s intellectual  
10 property. Accordingly, Defendants’ infringement of the ’020 patent is willful.

11 **THIRD CAUSE OF ACTION**

12 **(Infringement of United States Patent No. 11,330,856)**

13 78. Lashify incorporates herein by reference its allegations contained in the  
14 preceding paragraphs.

15 79. On May 17, 2022, the ’856 patent, entitled “Artificial Lash Extensions,”  
16 was duly and legally issued to Lashify. Lashify is the lawful owner by assignment  
17 of all right, title, and interest in the ’856 patent, including the rights to exclude others  
18 and to sue and recover damages for infringement.

19 80. A true and correct copy of the ’856 patent is attached as **Exhibit C**.

20 81. Defendants have been placed on actual notice of the ’856 patent at least  
21 by the filing of this Complaint. Defendants also have constructive notice of the ’856  
22 patent at least by virtue of Lashify’s marking of its patented products.

23 82. Defendants have infringed and continue to infringe at least claim 1 of  
24 the ’856 patent directly by making, using, offering to sell, and selling within the  
25 United States and/or importing into the United States products that, when used as  
26 instructed and according to their intended purpose, infringe the ’856 patent.

27 83. The Accused Products meet each and every limitation of at least claim  
28 1 of the ’856 patent, either literally or under the doctrine of equivalents. For example,

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1 the Accused Products include a plurality of lash extensions comprising a plurality of  
2 adjacently aligned clusters. The clusters comprise multiple artificial hairs. The hairs  
3 in the clusters are artificial because they do not comprise natural human hair, but  
4 instead a synthetic material. The first and second cluster have an intersecting portion  
5 where at least one hair from each of the first and second clusters intersect with each  
6 other, wherein at said intersection at least one hair from one cluster crosses one hair  
7 from another cluster. Upon information and belief, the first and second clusters are  
8 connected at the intersecting portion by at least an application of heat. For example,  
9 the lashes are made of synthetic material, which attaches when heated as in the Ac-  
10 cused Products.

11 84. Defendants' acts of infringement of the '856 patent were and are under-  
12 taken without authority, permission, or license from Lashify. Defendants' infringing  
13 activities therefore violate 35 U.S.C. § 271.

14 85. Upon information and belief, Defendants acted as a joint enterprise, and  
15 the infringement, conduct, and actions by one alleged herein are directly attributable  
16 to another. Upon information and belief, each Defendant also individually committed  
17 acts of direct infringement complained of herein in their individual capacities. Al-  
18 ternatively, to the extent individuals Mosbacher and/or Simonian did not directly  
19 commit any infringing acts complained of herein in their individual capacities, upon  
20 information and belief, Mosbacher and/or Simonian nonetheless actively induced  
21 and/or contributed to the infringement complained of herein in their individual ca-  
22 pacities, such as direct acts of infringement committed by Urban Doll and/or Doll  
23 House.

24 86. As a direct and proximate consequence of Defendants' infringement of  
25 the '856 patent, Lashify has suffered irreparable harm, and Lashify will continue to  
26 suffer irreparable harm in the future unless Defendants are enjoined from infringing  
27 the '856 patent.

28

1 87. Defendants have had actual knowledge of the '856 patent and its in-  
2 fringement thereof since at least the filing of this Complaint. In addition, upon in-  
3 formation and belief, Defendants knew of Lashify's patented products and the '856  
4 patent, including by analyzing Lashify's products and monitoring Lashify's patent  
5 portfolio, and did nothing to stop its blatant use and pirating of Lashify's intellectual  
6 property. Accordingly, Defendants' infringement of the '856 patent is willful.

7 **FOURTH CAUSE OF ACTION**

8 **(Infringement of United States Patent No. 11,234,472)**

9 88. Lashify incorporates herein by reference its allegations contained in the  
10 preceding paragraphs.

11 89. On February 1, 2022, the '472 patent, entitled "Artificial Lash Exten-  
12 sions," was duly and legally issued to Lashify. Lashify is the lawful owner by as-  
13 signment of all right, title, and interest in the '472 patent, including the rights to ex-  
14 clude others and to sue and recover damages for infringement.

15 90. A true and correct copy of the '472 patent is attached as **Exhibit D**.

16 91. Defendants have been placed on actual notice of the '472 patent by a  
17 cease and desist letter sent from Lashify on May 17, 2022. Defendants have also  
18 been placed on actual notice by the filing of this Complaint. Defendants also have  
19 constructive notice of the '472 patent at least by virtue of Lashify's marking of its  
20 patented products.

21 92. Defendants have infringed and continue to infringe at least claim 1 of  
22 the '472 patent directly by making, using, offering to sell, and selling within the  
23 United States and/or importing into the United States products made by methods that  
24 infringe the '472 patent.

25 93. Upon information and belief, Defendants practice or cause to be prac-  
26 ticed the manufacturing method claimed in the '472 patent, as the Accused Products  
27 meet each and every limitation of at least claim 1 of the '472 patent, either literally  
28 or under the doctrine of equivalents. The Accused Products include artificial lash

1 extensions comprising a plurality of clusters of artificial hairs comprising multiple  
2 hairs. The hairs in the clusters are artificial because they do not comprise natural  
3 human hair, but instead a synthetic material. Within the lash extension, the artificial  
4 hairs in at least one cluster are in contact with each other. The lash extension also  
5 comprises a base, to which the clusters are attached by an attachment process. Upon  
6 information and belief, the attachment process at least includes applying heat to at  
7 least a portion of the plurality of the clusters to attach the clusters to the base. For  
8 example, the lashes are made of synthetic material, which attaches when heated as in  
9 the Accused Products. In addition, the lash extension's base is designed to attach to  
10 the underside of the natural lashes. Upon information and belief, only by practicing  
11 the '472 patent's manufacturing method can such a product be created.

12 94. Defendants' acts of infringement of the '472 patent were and are under-  
13 taken without authority, permission, or license from Lashify. Defendants' infringing  
14 activities therefore violate 35 U.S.C. § 271.

15 95. Upon information and belief, Defendants acted as a joint enterprise, and  
16 the infringement, conduct, and actions by one alleged herein are directly attributable  
17 to another. Upon information and belief, each Defendant also individually committed  
18 acts of direct infringement complained of herein in their individual capacities. Al-  
19 ternatively, to the extent individuals Mosbacher and/or Simonian did not directly  
20 commit any infringing acts complained of herein in their individual capacities, upon  
21 information and belief, Mosbacher and/or Simonian nonetheless actively induced  
22 and/or contributed to the infringement complained of herein in their individual ca-  
23 pacities, such as direct acts of infringement committed by Urban Doll and/or Doll  
24 House.

25 96. As a direct and proximate consequence of Defendants' infringement of  
26 the '472 patent, Lashify has suffered irreparable harm, and Lashify will continue to  
27 suffer irreparable harm in the future unless Defendants are enjoined from infringing  
28 the '472 patent.

1 97. Defendants have had actual knowledge of the '472 patent and its in-  
2 fringement thereof since at least the date of Lashify's cease and desist letter. In ad-  
3 dition, upon information and belief, Defendants knew of Lashify's patented products  
4 and methods and the '472 patent, including by analyzing Lashify's products and  
5 monitoring Lashify's patent portfolio, and did nothing to stop its blatant use and pi-  
6 rating of Lashify's intellectual property. Accordingly, Defendants' infringement of  
7 the '472 patent is willful.

8 **FIFTH CAUSE OF ACTION**

9 **(Infringement of United States Patent No. 11,330,855)**

10 98. Lashify incorporates herein by reference its allegations contained in the  
11 preceding paragraphs.

12 99. On May 17, 2020, the '855 patent, entitled "Method of Applying Arti-  
13 ficial Lash Extensions," was duly and legally issued to Lashify. Lashify is the lawful  
14 owner by assignment of all right, title, and interest in the '855 patent, including the  
15 rights to exclude others and to sue and recover damages for infringement.

16 100. A true and correct copy of the '855 patent is attached as **Exhibit E**.

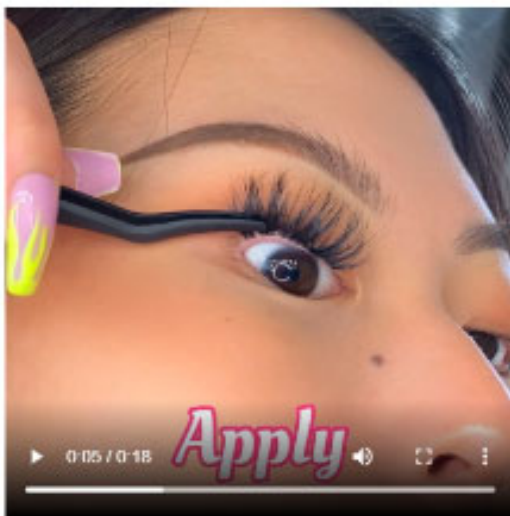
17 101. Defendants have been placed on actual notice of the '855 patent at least  
18 by the filing of this Complaint. Defendants also have constructive notice of the '855  
19 patent at least by virtue of Lashify's marking of its patented products.

20 102. Defendants have infringed and continue to infringe at least claim 1 of  
21 the '855 patent indirectly under the doctrine of inducement and the doctrine of con-  
22 tributory infringement by instructing and helping retailers and/or end-users to apply  
23 the Accused Products in a manner that infringes the '855 patent.

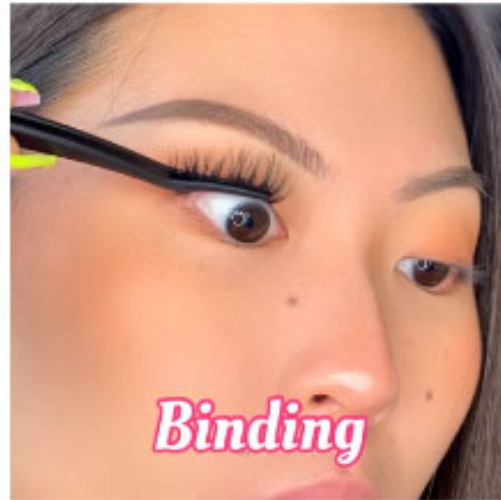
24 103. Defendants' instructions for applying the Accused Products meet each  
25 and every limitation of at least claim 1 of the '855 patent. For example, instructional  
26 videos on Urban Doll's website explain how to apply the Accused Products, saying  
27 "grab lash segments and apply underneath your natural lashes, . . . and apply some  
28 sealant." See <https://www.vimeo.com/showcase/urbandollzz>. The method presented

1 in instructional videos shows that a set of lash extension comprises multiple segments  
2 or clusters of hair, and also shows that applying the Accused Products involves “ap-  
3 plying an adhesive to enable one or more lash extensions of the set of lash extensions  
4 to be affixed to an underside of natural eyelashes . . .; arranging the one or more lash  
5 extensions of the set of lash extensions at the underside of the natural eyelashes; and  
6 affixing the arranged lash extensions to the underside of the natural eyelashes of the  
7 user to secure the arranged lash extensions to the natural eyelashes using the adhe-  
8 sive.” ’855 patent, claim 1.

9 How to Apply (video tutorial) +



How to Apply (video tutorial) +



19 How to Apply (video tutorial) +



28 <https://www.urbandollzz.com/>. Upon information and belief, Mosbacher and

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1 Simonian likewise promote Urban Doll’s products and website, as well as the  
2 method described above for applying the products.

3 104. Defendants’ acts of infringement of the ’855 patent were and are under-  
4 taken without authority, permission, or license from Lashify. Defendants’ infringing  
5 activities therefore violate 35 U.S.C. § 271.

6 105. Upon information and belief, Defendants acted as a joint enterprise, and  
7 the infringement, conduct, and actions by one alleged herein are directly attributable  
8 to another. Upon information and belief, each Defendant also individually committed  
9 acts of direct infringement complained of herein in their individual capacities. Al-  
10 ternatively, to the extent individuals Mosbacher and/or Simonian did not directly  
11 commit any infringing acts complained of herein in their individual capacities, upon  
12 information and belief, Mosbacher and/or Simonian nonetheless actively induced  
13 and/or contributed to the infringement complained of herein in their individual ca-  
14 pacities, such as direct acts of infringement committed by Urban Doll and/or Doll  
15 House.

16 106. As a direct and proximate consequence of Defendants’ infringement of  
17 the ’855 patent, Lashify has suffered irreparable harm, and Lashify will continue to  
18 suffer irreparable harm in the future unless Defendants are enjoined from infringing  
19 the ’855 patent.

20 107. Defendants has had actual knowledge of the ’855 patent and its infringe-  
21 ment thereof since at least the filing of this Complaint. In addition, upon information  
22 and belief, Defendants knew of Lashify’s patented products and the ’855 patent, in-  
23 cluding by analyzing Lashify’s products and monitoring Lashify’s patent portfolio,  
24 and did nothing to stop its blatant use and pirating of Lashify’s intellectual property.  
25 Accordingly, Defendants’ infringement of the ’855 patent is willful.

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**SIXTH CAUSE OF ACTION**  
**(False Advertising Under 15 U.S.C. § 1125(a)(1)(B))**

108. Lashify incorporates herein by reference its allegations contained in the preceding paragraphs.

109. Defendants have committed acts of false advertising by their dissemination of false and misleading advertising claims as alleged above.

110. For example, Defendants claim on their website that their lash bonding agent is “the WORLD’S FIRST hypoallergenic 2 week hold & lash extension glue.” See <https://www.urbandollzz.com/products/level-up-full-lash-starter-kit>.

111. Defendants’ association of its copycat products with the phrase “world’s first,” constitutes a false or misleading representation of fact regarding the nature, characteristics, or qualities of Defendants’ goods.

112. Defendants also claim in their marketing that the accused eyelash extension products are the “Lightest Lashes on the Market.” See <https://www.vimeo.com/734189645> at 7:54.

113. Defendants’ association of their copycat products with the phrase “Lightest Lashes on the Market,” constitutes a false or misleading representation of fact regarding the nature, characteristics, or qualities of Defendants’ goods.

114. Defendants also include a banner on their website suggesting that various well-known publications have featured or covered their products, including the Accused Products. Defendants’ inclusion of the logos of these publications on their website misleads viewers and consumers into believing the products were discussed in or are endorsed by these publications, when in fact, upon information and belief, no such endorsement exists. See <https://www.urbandollzz.com/>.

115. Defendants’ use of false or misleading representations of fact in commercial advertising or promotion misrepresents the nature, characteristics, or qualities of Defendants’ goods.

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1 116. Defendants' use of false or misleading representations of fact has the  
2 tendency to deceive a substantial portion of the target consumer audience, or actually  
3 deceives the target consumers.

4 117. Defendants' false or misleading representations of fact are material be-  
5 cause they are likely to influence the purchasing decision of the target consumers

6 118. Defendants' falsely or misleadingly represented products are advertised,  
7 promoted, sold, and distributed in interstate commerce.

8 119. Upon information and belief, Defendants acted as a joint enterprise, and  
9 the false or misleading representations of fact by one alleged herein are directly at-  
10 tributable to another. Upon information and belief, each Defendant also individually  
11 committed acts of false advertising complained of herein in their individual capaci-  
12 ties. Alternatively, to the extent individuals Mosbacher and/or Simonian did not di-  
13 rectly commit any false advertising acts complained of herein in their individual ca-  
14 pacities, upon information and belief, Mosbacher and/or Simonian nonetheless ac-  
15 tively induced and/or contributed to the false advertising complained of herein in  
16 their individual capacities, such as direct acts of false advertising committed by Ur-  
17 ban Doll and/or Doll House.

18 120. Lashify has been and continues to be injured by Defendants' false or  
19 misleading representations of fact through the diversion of sales or loss of goodwill.

20 121. Upon information and belief, Defendants know that their representa-  
21 tions of fact are false or misleading.

22 122. Upon information and belief, Defendants' false or misleading represen-  
23 tations of fact were done with bad faith and malice or reckless indifference to  
24 Lashify's and consumers' interests.

25 123. Defendants' bad faith false or misleading representations of fact regard-  
26 ing its products makes this an exceptional case within the meaning of 15 U.S.C.  
27 § 1117.

28



1 124. Defendants continue to make false or misleading representations of fact  
2 regarding the nature and characteristics of their products and will continue to do so  
3 unless enjoined by this Court as provided by 15 U.S.C. § 1116.

4 125. Lashify is entitled to an award of Defendants' profits due to sales of the  
5 falsely or misleadingly represented products, any damages sustained by Lashify, and  
6 the costs of the action, pursuant to 15 U.S.C. § 1117.

7 **SEVENTH CAUSE OF ACTION**

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

9 126. Lashify incorporates herein by reference its allegations contained in the  
10 preceding paragraphs.

11 127. Lashify owns all rights, title, and interests in and to, and holds the first,  
12 superior, and exclusive rights to use United States Trademark Registration No.  
13 6065731 for the BONDAGE® mark.

14 128. Lashify currently uses its BONDAGE® mark in commerce on its goods,  
15 including at least on adhesives for cosmetic use and adhesives for attaching artificial  
16 eyelashes, false eyelashes, and eyelash extensions. Lashify has continuously used its  
17 BONDAGE® mark since as least as early as its date of first use, and has not aban-  
18 doned the BONDAGE® mark.

19 129. Both the BONDAGE® mark and United States Trademark Registration  
20 No. 6065731 are valid and subsisting. Attached hereto as **Exhibit F** are true and  
21 correct copies of United States Trademark Registration No. 6065731 and a current  
22 Trademark Status & Document Retrieval report for United States Trademark Regis-  
23 tration No. 6065731.

24 130. Defendants use the mark BONDAGE®, and marks similar thereto, on  
25 and in connection with the offering for sale and sale of competing goods, including  
26 artificial lash extension adhesives.

27 131. Lashify has not authorized Defendants to use Lashify's registered  
28 BONDAGE® mark, and Defendants' ongoing use of Lashify's BONDAGE® mark

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1 has resulted in Defendants unfairly and unlawfully benefiting from the goodwill embodied in the registered BONDAGE® mark.

2  
3 132. Defendants’ unauthorized use of Lashify’s BONDAGE® mark on and  
4 in connection with its products, including the “Noir Bondage Lash Bonding Agent,”  
5 is likely to cause confusion, or mistake, or to deceive others into believing that Defendants’ products are manufactured, sponsored, authorized, licensed, of similar  
6 quality to, or otherwise connected or affiliated with Lashify, constituting trademark  
7 infringement in violation of 15 U.S.C. § 1114.  
8

9 133. Defendants either had actual notice and knowledge, or had constructive  
10 notice by the United States Patent & Trademark Office’s placement of the mark on  
11 the Principal Register and Lashify’s notice of ® with the BONDAGE® mark on  
12 Lashify’s website prior to Defendants’ adoption and use of the mark.

13 134. Defendants also adopted Lashify’s registered trademark, BONDAGE®,  
14 and continue to use the trademark in connection with their own copycat bond product  
15 on its website and, upon information and belief, on product packaging.

16 135. On information and belief, Defendants’ acts are deliberate and intended  
17 to confuse the public as to the source of the products, to injure Lashify, and to reap  
18 the benefits of Lashify’s goodwill associated with Lashify’s trademark.

19 136. Upon information and belief, Defendants acted as a joint enterprise, and  
20 the infringing conduct by one alleged herein is directly attributable to another. Upon  
21 information and belief, each Defendant also individually committed acts of direct  
22 infringement complained of herein in their individual capacities. Alternatively, to  
23 the extent individuals Mosbacher and/or Simonian did not directly commit any infringing  
24 acts complained of herein in their individual capacities, upon information  
25 and belief, Mosbacher and/or Simonian nonetheless actively induced and/or contributed  
26 to the infringement complained of herein in their individual capacities, such as  
27 direct acts of infringement committed by Urban Doll and/or Doll House.  
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1 137. As a direct and proximate result of Defendants' wrongful conduct,  
2 Lashify has been, is now, and will be irreparably injured and damaged, and unless  
3 Defendants are enjoined by the Court, Lashify will suffer further harm to its mark,  
4 reputation, and goodwill. This harm constitutes an injury for which Lashify has no  
5 adequate remedy at law. Upon information and belief, Defendants have acted will-  
6 fully to usurp Lashify's rights and should be held liable for treble damages and attor-  
7 neys' fees pursuant to 15 U.S.C. § 1117(a) in this exceptional case.

8 **EIGHTH CAUSE OF ACTION**

9 **(False Designation of Origin Under 15 U.S.C. § 1125(a)(1)(A))**

10 138. Lashify incorporates herein by reference its allegations contained in the  
11 preceding paragraphs.

12 139. In addition to its registered BONDAGE® mark, Lashify owns and en-  
13 joys valid, enforceable, and fully subsisting common law rights in its BONDAGE®  
14 mark.

15 140. Lashify's valid and protectable rights in its BONDAGE® mark predate  
16 Defendants' first use of the BONDAGE® mark.

17 141. Lashify currently uses its BONDAGE® mark in commerce on its goods,  
18 including at least on adhesives for cosmetic use; adhesives for attaching artificial  
19 eyelashes, false eyelashes, and eyelash extensions. Lashify has continuously used its  
20 BONDAGE® mark since as least as early as its date of first use, and has not aban-  
21 doned the BONDAGE® mark.

22 142. Upon information and belief, Defendants have used Lashify's BOND-  
23 AGE® mark in commerce in the United States in connection with the sale, offering  
24 for sale, distribution, and promotion of their goods and services. Defendants' use in  
25 commerce constitutes false designation of origin, as it is likely to cause confusion, or  
26 to cause mistake, or to deceive customers as to an affiliation, connection, or associa-  
27 tion between Defendants and Lashify, or as to the origin, sponsorship, or approval of  
28 Defendants' goods or services by Lashify and vice versa.

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1 143. Upon information and belief, Defendants acted as a joint enterprise, and  
2 the actions by one alleged herein are directly attributable to another. Upon infor-  
3 mation and belief, each Defendant also individually committed acts of false designa-  
4 tion complained of herein in their individual capacities. Alternatively, to the extent  
5 individuals Mosbacher and/or Simonian did not directly commit any false designa-  
6 tions complained of herein in their individual capacities, upon information and belief,  
7 Mosbacher and/or Simonian nonetheless actively induced and/or contributed to the  
8 false designations complained of herein in their individual capacities, such as direct  
9 acts of false designation committed by Urban Doll and/or Doll House.

10 144. As a direct and proximate result of Defendants' saturation of the market  
11 with its promotions, consumers are also likely to mistakenly associate Lashify's  
12 BONDAGE® mark with Defendants, the junior users of the BONDAGE® mark, in-  
13 stead of Lashify, the senior user of Lashify's BONDAGE® mark. Defendants' use  
14 of Lashify's BONDAGE® mark is thus likely to cause both forward and reverse  
15 confusion and constitutes a violation of 15 U.S.C. § 1125(a).

16 145. Upon information and belief, Defendants have acted willfully and  
17 should be held liable for treble damages and attorneys' fees pursuant to 15 U.S.C.  
18 § 1117(a) in this exceptional case.

19 **NINTH CAUSE OF ACTION**

20 **(Common Law Trademark Infringement)**

21 146. Lashify incorporates herein by reference its allegations contained in the  
22 preceding paragraphs.

23 147. Lashify owns and enjoys valid, enforceable, and fully subsisting com-  
24 mon law trademark rights in Lashify's BONDAGE® mark in California and through-  
25 out the United States.

26 148. Lashify currently uses its BONDAGE® mark in California on its goods,  
27 including at least on adhesives for cosmetic use and adhesives for attaching artificial  
28 eyelashes, false eyelashes, and eyelash extensions. Lashify has continuously used its

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1 BONDAGE® mark since as least as early as its date of first use and has not aban-  
2 doned the BONDAGE® mark.

3 149. Defendants, through the conduct and violations described above, are en-  
4 gaging in trademark infringement and unfair competition against Lashify under Cal-  
5 ifornia common law.

6 150. Upon information and belief, Defendants acted as a joint enterprise, and  
7 the infringement by one alleged herein is directly attributable to another. Upon in-  
8 formation and belief, each Defendant also individually committed acts of direct in-  
9 fringement complained of herein in their individual capacities. Alternatively, to the  
10 extent individuals Mosbacher and/or Simonian did not directly commit any infring-  
11 ing acts complained of herein in their individual capacities, upon information and  
12 belief, Mosbacher and/or Simonian nonetheless actively induced and/or contributed  
13 to the infringement complained of herein in their individual capacities, such as direct  
14 acts of infringement committed by Urban Doll and/or Doll House.

15 151. Defendants have unlawfully profited from their trademark infringement  
16 as alleged herein. As a direct and proximate result of Defendants' wrongful conduct,  
17 Lashify has and will be irreparably injured and damaged, and unless Defendants are  
18 enjoined by the Court, Lashify will suffer further harm to its mark, reputation, and  
19 goodwill. This harm constitutes an injury for which Lashify has no adequate remedy  
20 at law.

21 152. Upon information and belief, Defendants have acted willfully.

22 **TENTH CAUSE OF ACTION**  
23 **(Unlawful, Unfair, And Fraudulent Business Practices Under California**  
24 **Business & Professions Code § 17200)**

25 153. Lashify incorporates herein by reference its allegations contained in the  
26 preceding paragraphs.

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1           154. Defendants’ conduct, described above, constitutes unlawful, unfair, or  
2 fraudulent business acts or practices and as such constitutes unfair competition under  
3 California Business & Professions Code §§ 17200 *et seq.*

4           155. For example, Defendants’ conduct constitutes unlawful and unfair busi-  
5 ness acts or practices in that Defendants have engaged in unfair competition through  
6 using a false designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C.  
7 § 1125(a).

8           156. Lashify’s continuous use of its BONDAGE® mark since at least 2019  
9 in connection with its artificial eyelash and adhesive products in the United States  
10 has created significant value in that mark. Upon information and belief, Lashify’s  
11 investment in Lashify’s BONDAGE® mark has been damaged as a result of Defend-  
12 ants’ use of the BONDAGE® mark because Lashify’s BONDAGE® mark no longer  
13 serves to uniquely identify Lashify as the source of goods and services offered in  
14 connection with Lashify’s BONDAGE® mark.

15           157. Defendants’ use of Lashify’s BONDAGE® mark will permit Defend-  
16 ants to capitalize on Lashify’s success, goodwill, and reputation in promoting its  
17 goods and services. Further, Defendants’ infringing use of the BONDAGE® mark  
18 has harmed and is likely to continue to harm Lashify by diverting business from  
19 Lashify to Defendants and by discouraging or frustrating potential users of Lashify’s  
20 goods and services from being able to consume those goods and services. This harm  
21 includes, but is not limited to, loss of customers, sales, revenues, market share, and  
22 brand equity. Defendants’ conduct has also deprived Lashify of value that rightfully  
23 belongs to it through loss of goodwill and undermining the value of Lashify’s BOND-  
24 AGE® mark and its ability to uniquely identify Lashify’s goods and services.

25           158. Upon information and belief, Defendants acted as a joint enterprise, and  
26 the actions by one alleged herein are directly attributable to another. Upon infor-  
27 mation and belief, each Defendant also individually committed acts of false designa-  
28 tion complained of herein in their individual capacities. Alternatively, to the extent

1 individuals Mosbacher and/or Simonian did not directly commit any false designa-  
2 tions complained of herein in their individual capacities, upon information and belief,  
3 Mosbacher and/or Simonian nonetheless actively induced and/or contributed to the  
4 false designations complained of herein in their individual capacities, such as direct  
5 acts of false designation committed by Urban Doll and/or Doll House.

6 159. Defendants have unlawfully profited from their unfair acts as alleged  
7 herein. As a direct and proximate result of Defendants’ wrongful and unfair conduct,  
8 Lashify has been, is now, and will be irreparably injured and damaged, and unless  
9 Defendants are enjoined by the Court, Lashify will suffer further harm to its mark,  
10 reputation, and goodwill. This harm constitutes an injury for which Lashify has no  
11 adequate remedy at law.

12 160. On information and belief, Defendant has acted willfully.

13 **ELEVENTH CAUSE OF ACTION**  
14 **(Deceptive, False, And Misleading Advertising**

15 **Under California Business & Professions Code § 17500)**

16 161. Lashify incorporates herein by reference its allegations contained in the  
17 preceding paragraphs.

18 162. Defendants’ conduct, described above, constitutes unlawful, unfair, or  
19 fraudulent business acts or practices and as such constitutes false advertising under  
20 California Business & Professions Code §§ 17500 *et seq.*

21 163. Lashify has valid and protectable rights in the BONDAGE® mark that  
22 predate Defendants’ first use of the BONDAGE® mark.

23 164. Lashify has not authorized Defendants to use Lashify’s BONDAGE®  
24 mark in connection with the promotion of Defendants’ goods and services.

25 165. Defendants’ unauthorized use of the BONDAGE® mark is likely to  
26 cause consumers to believe that there is a relationship between Defendants and  
27 Lashify and/or that Defendants’ goods and services are associated with or come from  
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1 Lashify, and/or vice versa, when they do not, and such association constitutes false  
2 advertising under California Business & Professions Code §§ 17500 *et seq.*

3 166. Lashify’s continuous use of its BONDAGE® mark since at least 2019  
4 in connection with its artificial eyelash and adhesive products in the United States  
5 has created significant value in that mark. Upon information and belief, Lashify’s  
6 investment in Lashify’s BONDAGE® mark has been damaged as a result of Defend-  
7 ants’ use of the BONDAGE® mark because Lashify’s BONDAGE® mark no longer  
8 serves to uniquely identify Lashify as the source of goods and services offered in  
9 connection with Lashify’s BONDAGE® mark.

10 167. Defendants’ use of Lashify’s BONDAGE® mark will permit Defend-  
11 ants to capitalize on Lashify’s success, goodwill, and reputation in promoting its  
12 goods and services. Further, Defendants’ infringing use of the BONDAGE® mark  
13 has harmed and is likely to continue to harm Lashify by diverting business from  
14 Lashify to Defendants and by discouraging or frustrating potential users of Lashify’s  
15 goods and services from being able to consume those goods and services. This harm  
16 includes, but is not limited to, loss of customers, sales, revenues, market share, and  
17 brand equity. Defendants’ conduct has also deprived Lashify of value that rightfully  
18 belongs to it through loss of goodwill and undermining the value of Lashify’s BOND-  
19 AGE® mark and its ability to uniquely identify Lashify’s goods and services.

20 168. In addition, Defendants claim on their website that their lash bonding  
21 agent is “the WORLD’S FIRST hypoallergenic 2 week hold & lash extension glue.”  
22 See <https://www.urbandollzz.com/products/level-up-full-lash-starter-kit>.

23 169. Defendants’ association of its copycat products with the phrase “world’s  
24 first,” constitutes a false or misleading representation of fact regarding the nature,  
25 characteristics, or qualities of Defendants’ goods.

26 170. Defendants also claim in their marketing that the accused eyelash exten-  
27 sion products are the “Lightest Lashes on the Market.” See  
28 <https://www.vimeo.com/734189645> at 7:54.



1 171. Defendants’ association of their copycat products with the phrase  
2 “Lightest Lashes on the Market,” constitutes a false or misleading representation of  
3 fact regarding the nature, characteristics, or qualities of Defendants’ goods.

4 172. Defendants also include a banner on their website suggesting that vari-  
5 ous well-known publications have featured their products, including the Accused  
6 Products. Defendants’ inclusion of the logos of these publications on their website  
7 misleads viewers and consumers into believing the products carry an endorsement  
8 from these publications, when in fact no such endorsement exists. *See*  
9 <https://www.urbandollzz.com/>.

10 173. Upon information and belief, Defendants acted as a joint enterprise, and  
11 the false or misleading representations of fact by one alleged herein are directly at-  
12 tributable to another. Upon information and belief, each Defendant also individually  
13 committed acts of false advertising complained of herein in their individual capaci-  
14 ties. Alternatively, to the extent individuals Mosbacher and/or Simonian did not di-  
15 rectly commit any false advertising acts complained of herein in their individual ca-  
16 pacities, upon information and belief, Mosbacher and/or Simonian nonetheless ac-  
17 tively induced and/or contributed to the false advertising complained of herein in  
18 their individual capacities, such as direct acts of false advertising committed by Ur-  
19 ban Doll and/or Doll House.

20 174. Defendants have unlawfully profited from their unfair acts as alleged  
21 herein. As a direct and proximate result of Defendants’ wrongful and unfair conduct,  
22 Lashify has been, is now, and will be irreparably injured and damaged, and unless  
23 Defendants are enjoined by the Court, Lashify will suffer further harm to its mark,  
24 reputation, and goodwill. This harm constitutes an injury for which Lashify has no  
25 adequate remedy at law.

26 175. On information and belief, Defendants have acted willfully.  
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**PRAYER FOR RELIEF**

WHEREFORE, Lashify prays for the following relief:

1) A judgment that Defendants’ acts constitute patent infringement, false advertising, false designation of origin, trademark infringement, and unlawful, unfair, and fraudulent business practices under the causes of action asserted in this Complaint;

2) An order preliminarily, and a judgment permanently, enjoining and restraining Defendants, their officers, agents, subsidiaries, servants, partners, employees, attorneys, and all others in active concert or participation with Defendants, from:

a) infringing any claim of the Patents-in-Suit; and

b) infringing Lashify’s federally registered and common law trademark rights;

c) engaging in false advertising under 15 U.S.C. § 1125(a)(1)(B) and deceptive, false, and misleading advertising under California Business & Professions Code § 17500;

d) engaging in false designation of origin under 15 U.S.C. § 1125(a)(1)(A);

e) engaging in unlawful, unfair, and fraudulent business practices under California Business & Professions Code § 17200; and

f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the aforementioned activities.

3) A judgment requiring Defendants to, at Defendants’ expense, withdraw from the market, account for, and properly destroy any and all products infringing the Patents-in-Suit;

4) A judgment that Defendants deliver up for destruction all products, labels, signs, prints, advertisements, and other articles that infringe Lashify’s statutory and common law trademark rights;

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1 5) A judgment requiring that Defendants pay Lashify all of its damages  
2 caused by Defendants’ unlawful acts, including under 35 U.S.C. § 284 and damages  
3 adequate to compensate Lashify for Defendants’ unfair acts, with prejudgment and  
4 post-judgment interest, as well as post-trial damages for any ongoing infringing and  
5 unfair acts;

6 6) A judgment ordering that Defendants issue appropriate retractions and  
7 corrective statements;

8 7) A judgment requiring that Defendants account for all profits derived  
9 from their wrongful activities and pay them to Lashify;

10 8) A judgment ordering Defendants to pay exemplary and statutory dam-  
11 ages for their intentional acts of patent infringement, false advertising, false designa-  
12 tion of origin, trademark infringement, and unfair competition;

13 9) A judgment that this case is exceptional and awarding Lashify its rea-  
14 sonable attorneys’ fees, costs, disbursements, and interest, as provided by law, in-  
15 cluding as provided by 35 U.S.C. § 285 and 15 U.S.C. § 1117;

16 10) A judgment that Defendants’ infringement has been willful, and order-  
17 ing Defendants to pay treble damages as provided by law;

18 11) A judgment that each of Defendants are jointly and severally liable for  
19 the acts complained of herein; and

20 12) Such other relief as the Court deems just and appropriate.

21 **DEMAND FOR JURY TRIAL**

22 Pursuant to Federal Rule of Civil Procedure 38, Lashify hereby demands a jury  
23 trial as to all issues so triable.

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Dated: August 29, 2022

FENWICK & WEST LLP

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