

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

MILLENNIUM OUTDOORS, LLC,

Plaintiff,

v.

HANGZHOU GREATSTAR INDUSTRIAL CO.,
LTD., WALMART INC., and WAL-MART.COM
USA, LLC,

Defendants.

Civil Action No. 3:23-cv-66-KHJ-MTP

JURY DEMAND

COMPLAINT

Plaintiff Millennium Outdoors, LLC (“Millennium”) alleges as follows, upon actual knowledge with respect to itself and its own acts, and upon information and belief as to all other matters:

NATURE OF THE ACTION

1. This is a civil action for infringement of United States Design Patent Nos. D727,046 (the “D’046 Patent”) and D727,047 (the “D’047 Patent”) (collectively, the “Asserted Patents”) under the Patent Laws of the United States, 35 U.S.C. § 101 *et seq.*, and trade dress infringement, unfair competition, and false designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). Millennium owns all right, title, and interest in the D’046 Patent, the D’047 Patent, and the trade dress for its folding, breathable mesh boat seats offered under the Millennium Marine B-Series line.

2. Upon information and belief, Defendant Hangzhou GreatStar Industrial Co., Ltd. (“GreatStar”) offers for sale and/or sells in the United States, and Defendants Walmart Inc. and

Wal-Mart.com USA, LLC (collectively, “Walmart”) (GreatStar and Walmart are collectively referred to as “Defendants”) offer for sale, sell, and/or import in or into the United States, certain boat seats marketed as the DRIFT Folding Boat Seat, 400 LB Capacity, Model BT6357 (the “Accused Product”).

3. The Accused Product infringes the claimed designs in the D’046 Patent and the D’047 Patent.

4. The Accused Product also infringes Millennium’s trade dress.

THE PARTIES

5. Millennium is a Mississippi limited liability company with a principal place of business at 201 Fairmont Plaza, Pearl, Mississippi 39208.

6. Millennium owns all rights and title in and to each of the Asserted Patents, including the right to sue for all infringement thereof, including past infringement.

7. Upon information and belief, GreatStar is a Chinese company with its principal place of business at No. 35, Jiuhan Road, Shangcheng District Hangzhou, Zhejiang, 310019, China.

8. Upon information and belief, Walmart Inc. is a Delaware corporation with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas 72716.

9. Upon information and belief, Wal-Mart.com USA, LLC is a California limited liability company with its principal place of business at 850 Cherry Avenue, San Bruno, California 94066.

JURISDICTION AND VENUE

10. This action arises under the patent laws of the United States, including 35 U.S.C. §§ 271, 281–285, and the trademark laws of the United States, including 15 U.S.C. §§ 1117, 1125.

11. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1338(a) (patent and trademark claims), 15 U.S.C. § 1121 (Lanham Act claims), and 28 U.S.C. § 1331 (federal question).

12. This Court has personal jurisdiction over GreatStar at least because, pursuant to Federal Rule of Civil Procedure Rule 4(k)(2), GreatStar is not subject to jurisdiction in any state's courts of general jurisdiction and exercising jurisdiction over GreatStar is consistent with the United States Constitution and laws. Specifically, GreatStar has purposefully directed its activities to the residents of the United States by offering for sale and/or selling the Accused Product in the United States, Millennium's claims arise out of GreatStar offering for sale and/or selling the Accused Product in the United States, and assertion of personal jurisdiction over GreatStar is reasonable and fair.

13. This Court has personal jurisdiction over Walmart for at least the following reasons:

- a. Walmart is doing business in Mississippi sufficient to satisfy Miss. Code Ann. § 13-3-57 because it performs services in the state for a pecuniary benefit. These activities include that Walmart operates an interactive website and mobile app (as a supplement to its nationwide stores) specifically configured to allow customers to shop and order products (including the Accused Product) to be shipped to Mississippi. Moreover, Walmart operates more than 70 brick-and-mortar retail store locations in the state of Mississippi.
- b. Walmart has purposefully directed its activities to the residents of Mississippi by offering for sale and selling the Accused Product in Mississippi, Millennium's claims arise out of Walmart offering for sale and

selling the Accused Product in Mississippi, and the assertion of personal jurisdiction over Walmart is reasonable and fair.

- c. Walmart has purposefully directed its activities to the residents of Mississippi by being a national retailer and operating an interactive website and mobile app specifically configured to allow customers to shop and designed to supplement its nationwide stores and ship products, including the Accused Product, to customers in Mississippi. Millennium's claims arise out of Walmart offering for sale and selling the Accused Product in Mississippi and assertion of personal jurisdiction over Walmart, a national retailer with numerous locations in Mississippi is reasonable and fair.

14. Venue for the claims against Walmart is proper within this district pursuant to 28 U.S.C. § 1400 because, upon information and belief, Walmart has committed acts of infringement and Walmart maintains at least one regular and established place of business in the Southern District of Mississippi through its 65 "Supercenters," 3 "Discount Stores," 10 "Neighborhood Markets," 3 distribution centers and 1 fulfillment center. *See* <https://corporate.walmart.com/about/mississippi>. Venue for the claims against GreatStar is also proper within this district pursuant to 28 U.S.C. § 1391(c)(3) because GreatStar is not resident in the United States and accordingly may be sued in any judicial district.

FACTUAL ALLEGATIONS

Millennium's Innovation and Industry Recognition

15. Millennium designs, develops, manufactures, and sells a range of innovative outdoor products, including, *inter alia*, seating for the marine industry. Millennium was the first in the industry to design and offer a folding, breathable mesh boat seat. One version of

Millennium's innovative mesh boat seat is offered as a part of the Millennium Marine B-Series, namely, the Millennium B-100 Boat Seat (the "Millennium Boat Seat").

16. The Millennium Boat Seat has been advertised and featured extensively throughout the United States, including through Millennium's own social media and advertising.

17. Millennium has made significant investments, both in time and resources, in developing the Millennium Boat Seat, as well as securing its intellectual property rights. This intellectual property includes patent rights and valuable trade dress.

The Asserted Patents

18. On April 21, 2015, the D'046 Patent, entitled "Boat Seat," was duly and legally issued by the United States Patent and Trademark Office ("USPTO"). The D'046 Patent names Bill W. Alexander as the inventor. A true and correct copy of the D'046 Patent is attached to this Complaint as **Exhibit A**.

19. By lawful assignment, Millennium is the owner of all rights, title, and interest in and to the D'046 Patent.

20. The D'046 Patent discloses and claims the non-functional, ornamental design for a boat seat, which is described and shown from multiple perspectives in Figures 1-6.

21. On April 21, 2015, the D'047 Patent, entitled "Boat Seat," was duly and legally issued by the USPTO. The D'047 Patent names Bill W. Alexander as the inventor. A true and correct copy of the D'047 Patent is attached to this Complaint as **Exhibit B**.

22. By lawful assignment, Millennium is the owner of all rights, title, and interest in and to the D'047 Patent.

23. The D'047 Patent discloses and claims the non-functional, ornamental design for a boat seat, which is described and shown from multiple perspectives in Figures 1-6.

Millennium's Well-Known Trade Dress

24. Through extensive and consistent advertising, promotion, and publicity of the Millennium Boat Seat, Millennium has obtained and holds unique and distinctive trade dress in its overall design of the Millennium Boat Seat (the "Boat Seat Trade Dress"). The Boat Seat Trade Dress as a whole does not affect the cost or quality of the Millennium Boat Seat or serve any functional purpose. Moreover, the Boat Seat Trade Dress, when used exclusively by Millennium, does not put Millennium's competitors at a significant reputation-related disadvantage, as the Boat Seat Trade Dress is not the only option for the design of a boat seat.

25. Millennium has used its distinctive and non-functional Boat Seat Trade Dress on its boat seats and in its advertising for more than five years to identify Millennium as the source of the boat seats. Millennium began marketing and selling the Millennium Boat Seat that features the Boat Seat Trade Dress at least as early as 2017, and before that, Millennium sold an earlier version of the Millennium Boat Seat that featured almost identical trade dress beginning in 2014. Since then, Millennium has extensively promoted, advertised, and used the Boat Seat Trade Dress in various media throughout the United States, including, but not limited to, product labeling and packaging, brochures, point of purchase display materials, trade show displays, television, social media, and web advertisements. As a result of those efforts, the Boat Seat Trade Dress distinguishes Millennium's products from those offered by others.

26. As shown below, key elements of the Boat Seat Trade Dress include, but are not limited to: (a) the design, style, and appearance of the contour of the seat portion; (b) the design, style, and appearance of the contour of the backrest; (c) the design, style, and appearance of the rounded top left and right edges of the backrest; (d) the design, appearance, and placement of the fabric cutouts; (e) placement of a logo on the center of the backrest; (f) the design, appearance,

and placement of the side straps, and (g) the design, appearance, and placement of the support bars underneath the seat portion.



27. In the United States, the Millennium Boat Seat featuring the Boat Seat Trade Dress is sold through a wide variety of channels including, but not limited to:

- Bass Pro Shops;
- Academy Sports and Outdoors;
- Retailer's websites including, but not limited to, www.amazon.com, www.basspro.com, www.walmart.com, www.cabelas.com, www.homedepot.com, www.iboats.com, www.academy.com, www.bluebayouboats.com, and www.grizzlyjig.com; and
- Millennium's own online store at www.millenniummarine.com.

28. The striking and distinctive nature of the Boat Seat Trade Dress ensures that consumers will recognize that a product bearing this trade dress emanates from Millennium.

29. As a result of Millennium's widespread use and display of the Boat Seat Trade Dress in association with the Millennium Boat Seat, the public has come to recognize and identify

products bearing the Boat Seat Trade Dress as originating from Millennium. The public also recognizes that products bearing the Boat Seat Trade Dress constitute high quality products. Accordingly, the Boat Seat Trade Dress has established strong secondary meaning and has acquired distinctiveness in that consumers recognize the Boat Seat Trade Dress as emanating from a single source. The Boat Seat Trade Dress achieved this status long before Defendants first began the infringing activities described below.

30. The Boat Seat Trade Dress represents Millennium's extensive goodwill and is a tremendously valuable asset.

Defendants' Infringing Activity

31. In or around 2015, Walmart began purchasing the Millennium Boat Seat from Millennium and offering it for sale through Walmart's website.

32. In connection with offering and selling the Millennium Boat Seat to Walmart, Millennium advised Walmart that the Millennium Boat Seat was the subject of patent protection.

33. On information and belief, in connection with offering and selling the Millennium Boat Seat, Walmart advertised that the Millennium Boat Seat was the subject of patent protection.

34. In or around August 2016, Millennium and Walmart terminated their relationship, and Millennium ceased selling the Millennium Boat Seat to Walmart for resale.

35. Although Millennium no longer sells the Millennium Boat Seat to Walmart, the Millennium Boat Seat is still offered for sale on Walmart's website <walmart.com> via third parties who sell and ship the Millennium Boat Seat. See <https://www.walmart.com/ip/Millennium-Marine-B-100-Green-Replacement-Boat-Seat-B-100-GN/47547124>, a true and correct copy of which is attached to this Complaint as **Exhibit C**.

36. On its website, Walmart advertises that the Millennium Boat Seat is “Distinctive of [M]illennium [M]arine” and “patented”: “Distinctive of millennium marine, the patented comfort [m]ax seat is designed for years of solid use.” *See* Ex. C.

37. On information and belief, after Millennium ceased selling the Millennium Boat Seat to Walmart, Walmart worked with GreatStar to create and sell a competing boat seat that is nearly identical to the Millennium Boat Seat.

38. GreatStar is a manufacturer of products including hardware and tools. GreatStar also manufactures seating for the marine and outdoors industries. GreatStar offers and sells its seating through distributors and retail partners, including, Walmart.

39. Upon information and belief, at least as early as May 2022, GreatStar began to manufacture and then sell and/or offer to sell the Accused Product, which is a folding, breathable mesh boat seat.

40. Upon information and belief, GreatStar copied the design of the Accused Product from the boat seat designs of the Asserted Patents and the Boat Seat Trade Dress of the Millennium Boat Seat.

41. Walmart currently offers for sale the Accused Product. *See* <https://www.walmart.com/ip/DRIFT-Folding-Boat-Seat-400-LB-Capacity/737846251>, a true and correct copy of which is attached to this Complaint as **Exhibit D**.

42. The Accused Product infringes the D’046 Patent, the D’047 Patent, and the Boat Seat Trade Dress.

43. The overall appearances of the design of the D’046 Patent and the corresponding design of the Accused Product are substantially the same.

44. An ordinary observer will perceive the overall appearances of the design of the D'046 Patent and the corresponding design of the Accused Product to be substantially the same.

45. Table 1 below illustrates Defendants' infringement by comparing figures from the D'046 Patent with exemplary images of the Accused Product.

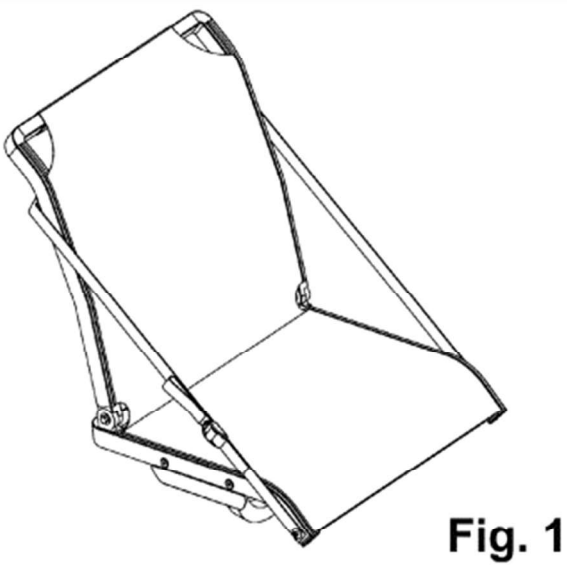

Table 1: Comparison of the D'046 Patent with the Accused Product	
<u>D'046 Patent</u>	DRIFT Folding Boat Seat, 400 LB Capacity, Model BT6357
 <p style="text-align: right;">Fig. 1</p>	

Table 1: Comparison of the D'046 Patent with the Accused Product

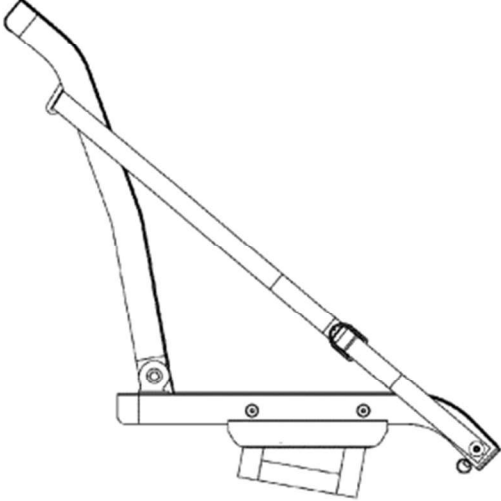


<u>D'046 Patent</u>	DRIFT Folding Boat Seat, 400 LB Capacity, Model BT6357
 <p data-bbox="440 926 565 974">Fig. 2</p>	 

Table 1: Comparison of the D'046 Patent with the Accused Product

D'046 Patent

DRIFT Folding Boat Seat, 400 LB Capacity,
Model BT6357

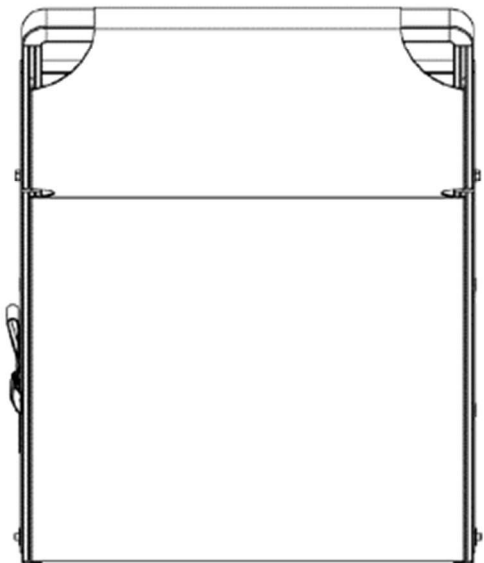


Fig. 3

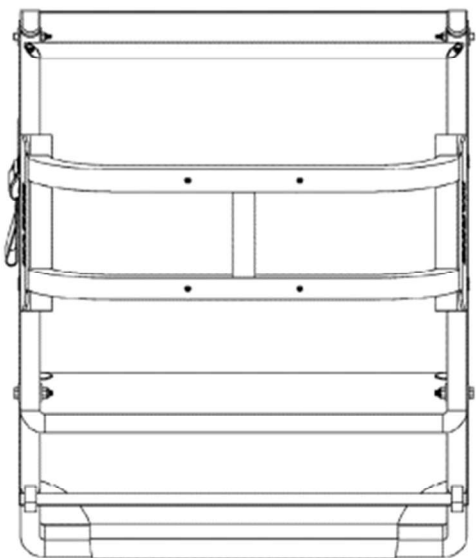


Fig. 4

46. Upon information and belief, GreatStar has infringed and continues to infringe the D'046 Patent within the meaning of 35 U.S.C. § 271 at least by selling and/or offering to sell the Accused Product in the United States without authorization.

47. Upon information and belief, Walmart has infringed and continues to infringe the D'046 Patent within the meaning of 35 U.S.C. § 271 at least by selling, offering to sell, and/or importing the Accused Product in or into the United States without authorization.

48. The overall appearances of the design of the D'047 Patent and the corresponding design of the Accused Product are substantially the same.

49. An ordinary observer will perceive the overall appearances of the design of the D'047 Patent and the corresponding design of the Accused Product to be substantially the same.

50. Table 2 below illustrates Defendants' infringement by comparing figures from the D'047 Patent with exemplary images of the Accused Product.

Table 2: Comparison of the D'047 Patent with the Accused Product

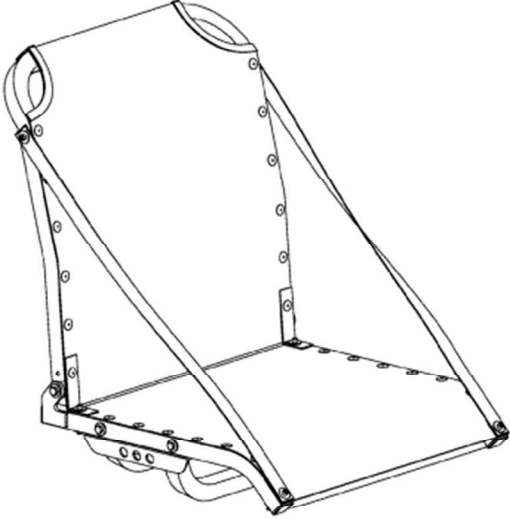

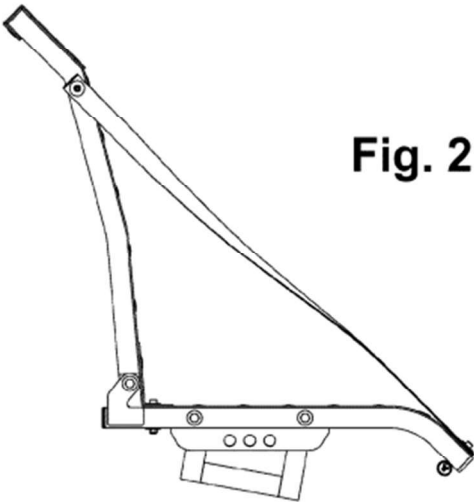

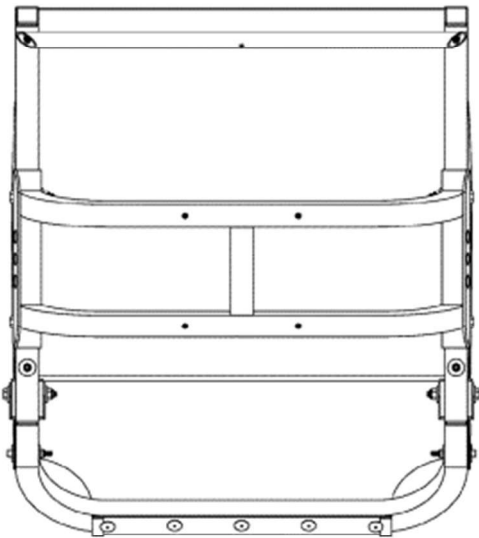

<u>D'047 Patent</u>	DRIFT Folding Boat Seat, 400 LB Capacity, Model BT6357
 <p>Fig. 1</p>	
 <p>Fig. 2</p>	

Table 2: Comparison of the D'047 Patent with the Accused Product

<u>D'047 Patent</u>	DRIFT Folding Boat Seat, 400 LB Capacity, Model BT6357
	
 <p data-bbox="386 1520 542 1583">Fig. 3</p>	


Table 2: Comparison of the D'047 Patent with the Accused Product	
<u>D'047 Patent</u>	DRIFT Folding Boat Seat, 400 LB Capacity, Model BT6357
 <p style="text-align: center;">Fig. 4</p>	

51. Upon information and belief, GreatStar has infringed and continues to infringe the D'047 Patent within the meaning of 35 U.S.C. § 271 at least by selling and/or offering to sell the Accused Product in the United States without authorization.

52. Upon information and belief, Walmart has infringed and continues to infringe the D'047 Patent within the meaning of 35 U.S.C. § 271 at least by selling, offering to sell, and/or importing the Accused Product in or into the United States without authorization.

53. In addition to Defendants' infringement of the D'046 Patent and the D'047 Patent, upon information and belief, Defendants are importing, marketing, distributing, offering for sale, and selling goods in interstate commerce that bear a confusingly similar imitation of Millennium's Boat Seat Trade Dress. There are many ways to design a boat seat. However, as depicted below

in Table 3, GreatStar has chosen to adopt a design for the Accused Products that is likely to cause confusion and to deceive consumers and the public regarding its source.

<p align="center">Table 3: Comparison of the Boat Seat Trade Dress with the Accused Product</p>	
<p align="center"><u>Boat Seat Trade Dress</u></p>	<p>DRIFT Folding Boat Seat, 400 LB Capacity, Model BT6357</p>
	

<p align="center">Table 3: Comparison of the Boat Seat Trade Dress with the Accused Product</p>	
<p align="center"><u>Boat Seat Trade Dress</u></p>	<p>DRIFT Folding Boat Seat, 400 LB Capacity, Model BT6357</p>
	
	

54. Millennium used the Boat Seat Trade Dress extensively and continuously before Defendants began using and selling confusingly similar imitations of the Millennium Boat Seat.

55. The Accused Product is similar to and competes with products sold by Millennium, and these products are sold through overlapping channels of trade.

56. The likelihood of confusion caused by Defendants' misappropriation of Millennium's Boat Seat Trade Dress is resulting in irreparable harm to the goodwill symbolized by the Boat Seat Trade Dress and the reputation for quality that it embodies.

57. Defendants' activities are likely to cause confusion before, during, and after the time of purchase because purchasers, prospective purchasers, and others viewing the Accused Product at the point of sale are likely to mistakenly attribute the product to Millennium. By causing such a likelihood of confusion, mistake, or deception, Defendants are inflicting irreparable harm to the goodwill symbolized by the Boat Seat Trade Dress, and the reputation for quality that it embodies.

58. Upon information and belief, Defendants knowingly, willfully, intentionally, and maliciously adopted and used a confusingly similar imitation of the Boat Seat Trade Dress in the Accused Product.

FIRST CLAIM

(Infringement Under 35 U.S.C. § 271 of the D'046 Patent)

59. Millennium repeats and realleges each of the allegations of the foregoing paragraphs 1 through 58 of this Complaint as if fully set forth herein.

60. The D'046 Patent claims a non-functional, ornamental design for a boat seat.

61. The Accused Products are boat seats that embody the design covered by the D'046 Patent and thus infringe the D'046 Patent. As shown in the table in paragraph 45, the Accused Products have appropriated the ornamental design for a boat seat as shown and described in the D'046 Patent.

62. In the eye of an ordinary observer, giving such attention as a purchaser usually gives, the non-functional ornamental design for a boat seat claimed in the D'046 patent and the Accused Product are substantially the same, with resemblance such as to deceive an ordinary observer, inducing them to purchase Accused Product supposing it to be the design claimed in the D'046 patent.

63. Millennium has not granted a license or any other rights to Defendants to offer for sale, sell, or import the Accused Product.

64. Upon information and belief, Defendants, without authorization from Millennium, have offered for sale, sold, and/or imported in or into the United States, and continue to offer for sale, sell, and/or import into the United States the Accused Product that embodies the design covered by the D'046 Patent. Defendants thus directly infringe the D'046 Patent.

65. By the foregoing acts, Defendants have directly infringed and/or induced infringement of, and continue to so infringe, the D'046 Patent in violation of 35 U.S.C. § 271.

66. Millennium has suffered and will continue to suffer damage due to Defendants' infringement of the D'046 Patent. Thus, under 35 U.S.C. § 289, Millennium is entitled to recover damages adequate to compensate for such infringement, including a recovery of Defendants' total profits derived from its unlawful conduct alleged herein or Millennium's lost profits, but in no event less than a reasonable royalty for infringing the D'046 Patent, together with interest and costs fixed by this Court.

67. Upon information and belief, the foregoing acts of infringement by Defendants have been willful, intentional, in bad faith, and with knowledge of the D'046 Patent. Such willful and intentional infringement justifies an increase of three times the damages to be assessed

pursuant to 35 U.S.C. § 284 and further qualifies this action as an exceptional case supporting an award of reasonable attorney's fees pursuant to 35 U.S.C. § 285.

68. Millennium has been irreparably harmed by Defendants' infringement of the D'046 Patent and will continue to be harmed unless Defendants' infringing conduct is restrained and enjoined by order of this Court.

SECOND CLAIM

(Infringement Under 35 U.S.C. § 271 of the D'047 Patent)

69. Millennium repeats and realleges each of the allegations of the foregoing paragraphs 1 through 58 of this Complaint as if fully set forth herein.

70. The D'047 Patent claims a non-functional ornamental design for a boat seat.

71. The Accused Products are boat seats that embody the design covered by the D'047 Patent and thus infringe the D'047 Patent. As shown in the table in paragraph 50, the Accused Products have appropriated the ornamental design for a boat seat as shown and described in the D'047 Patent.

72. In the eye of an ordinary observer, giving such attention as a purchaser usually gives, the non-functional ornamental design for a boat seat claimed in the D'047 patent and the Accused Product are substantially the same, with resemblance such as to deceive an ordinary observer, inducing them to purchase Accused Product supposing it to be the design claimed in the D'047 patent.

73. Millennium has not granted a license or any other rights to Defendants to offer for sale, sell, or import the design embodied in the D'047 Patent.

74. Upon information and belief, Defendants, without authorization from Millennium, have offered for sale, sold, and/or imported in or into the United States, and continue to offer for

sale, sell, and/or import into the United States, the Accused Product that embodies the design covered by the D'047 Patent. Defendants thus directly infringe the D'047 Patent.

75. By the foregoing acts, Defendants have directly infringed and/or induced infringement of, and continue to so infringe, the D'047 Patent in violation of 35 U.S.C. § 271.

76. Millennium has suffered and will continue to suffer damage due to Defendants' infringement of the D'047 Patent. Thus, under 35 U.S.C. § 289, Millennium is entitled to recover damages adequate to compensate for such infringement, including a recovery of Defendants' total profits derived from its unlawful conduct alleged herein or Millennium's lost profits, but in no event less than a reasonable royalty for infringing the D'047 Patent, together with interest and costs fixed by this Court.

77. Upon information and belief, the foregoing acts of infringement by Defendants have been willful, intentional, and in bad faith, and with knowledge of the D'047 Patent. Such willful and intentional infringement justifies an increase of three times the damages to be assessed pursuant to 35 U.S.C. § 284 and further qualifies this action as an exceptional case supporting an award of reasonable attorney's fees pursuant to 35 U.S.C. § 285.

78. Millennium has been irreparably harmed by Defendants' infringement of the D'047 Patent and will continue to be harmed unless Defendants' infringing conduct is restrained and enjoined by order of this Court.

THIRD CLAIM

(Trade Dress Infringement (15 U.S.C. § 1125(a)))

79. Millennium repeats and realleges each of the allegations of the foregoing paragraphs 1 through 58 of this Complaint as if fully set forth herein.

80. The Boat Seat Trade Dress is used in commerce and is not functional. As a result of the widespread use and display of the Boat Seat Trade Dress, the trade dress has acquired distinctiveness and has established secondary meaning to potential purchasers, in that potential purchasers have come to associate the Millennium Boat Seat bearing the overall design of the Boat Seat Trade Dress with a single source.

81. GreatStar developed, advertised, and offered for sale, and Walmart advertised and offered for sale, a folding, breathable mesh boat that uses trade dress that is confusingly similar to the Boat Seat Trade Dress.

82. Defendants' use of the Boat Seat Trade Dress in connection with the Accused Product is likely to confuse, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendants with Millennium.

83. Defendants chose to use the trade dress of the Accused Product with knowledge of Millennium's prior use of and rights in the well-known and distinctive Boat Seat Trade Dress. Upon information and belief, Defendants have used the Accused Product in commerce with the intent to cause confusion, to cause mistake, or to deceive.

84. Defendants' actions constitute willful trade dress infringement in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

85. Due to Defendants' actions constituting trade dress infringement, Millennium has suffered and continues to suffer great and irreparable injury, for which Millennium has no adequate remedy at law.

FOURTH CLAIM

(Unfair Competition and False Designation of Origin (15 U.S.C. § 1125(a))

86. Millennium repeats and re-alleges the allegations of the foregoing paragraphs 1 through 58 of this Complaint as if fully set forth herein.

87. Defendants' use of the infringing trade dress on the Accused Product without Millennium's consent constitutes a false designation of origin and a false representation as to the origin of Defendants' goods, is likely to cause confusion, mistake, or deception as to the source of the Accused Product, and is likely to create the false impression that the Accused Product is authorized, sponsored, endorsed, licensed by, or affiliated with Millennium in violation of 15 U.S.C. § 1125(a).

88. Upon information and belief, Defendants' actions were undertaken willfully with full knowledge of the falsity of such designation of origin and false descriptions or representations, and with the express intent to cause confusion, to cause mistake, or to deceive the purchasing public.

89. Defendants' use of the infringing trade dress without Millennium's consent constitutes unfair competition with Millennium, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

90. On information and belief, Defendants have derived and received, and will continue to derive and receive, gains, profits and advantages from Defendants' false designation of origin and unfair competition in an amount that is not presently known to Millennium. By reason of Defendants' actions, constituting false designation of origin and unfair competition, Millennium has been damaged and is entitled to monetary relief in an amount to be determined at trial.

91. Due to Defendants' actions constituting false designation of origin and unfair competition, Millennium has suffered and continues to suffer great and irreparable injury, for which Millennium has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Millennium respectfully requests that the Court award Millennium the following relief:

1. A declaration that the D'046 Patent and the D'047 Patent are deemed valid and willfully infringed by Defendants under 35 U.S.C. § 271;

2. An order temporarily, preliminarily, and permanently enjoining and restraining Defendants, their agents, and anyone working for, in concert with or on behalf of Defendants from directly or indirectly infringing the D'046 Patent and the D'047 Patent;

3. A declaration that Defendants have infringed Millennium's Boat Seat Trade Dress;

4. An order temporarily, preliminarily, and permanently enjoining and restraining Defendants, their agents, and anyone working for, in concert with or on behalf of Defendants from manufacturing, distributing, licensing, using, copying, reproducing, displaying, adapting, offering for sale, and/or selling any product (including, but not limited to, the Accused Product) that infringes Millennium's Boat Seat Trade Dress;

5. An order temporarily, preliminarily, and permanently enjoining and restraining Defendants, their agents, and anyone working for, in concert with or on behalf of Defendants from engaging in any act of unfair competition utilizing any trade dress that is identical or confusingly similar to Millennium's Boat Seat Trade Dress;

6. An order directing an accounting to determine Defendants' profits resulting from its unlawful activities;

7. An order requiring Defendants to pay Millennium compensation for any and all damages, injury, or harm pursuant to 15 U.S.C. § 1117 and 35 U.S.C. §§ 284 and 289;

8. An order requiring Defendants to pay Millennium full restitution and/or disgorgement of all profits, including any lost profits, and benefits that may have been obtained by Defendants as a result of its wrongful conduct pursuant to 15 U.S.C. § 1117 and 35 U.S.C. §§ 284 and 289;

9. An order requiring Defendants to pay Millennium treble damages resulting from Defendants' willful and intentional conduct pursuant to 15 U.S.C. § 1117 and 35 U.S.C. §§ 284 and 289;

10. A determination that this action is an exceptional case warranting an award to Millennium of the attorneys' fees and costs incurred by Millennium in connection with this action pursuant to 15 U.S.C. § 1117 and 35 U.S.C. § 285;

11. An order requiring Defendants to pay Millennium supplemental damages or profits for any continuing post-verdict infringement up until entry to the final judgment, with an accounting, as needed;

12. An order requiring Defendants to pay Millennium pre-judgment and post-judgment interest on any damages or profits awarded and all costs of this action; and

13. Such further and additional relief as the Court deems just and proper.

JURY DEMAND

Millennium hereby respectfully requests a trial by jury of all issues so triable, pursuant to Rule 38 of the Federal Rules of Civil Procedure.

Dated: January 26, 2023

Respectfully submitted,

BRADLEY ARANT BOULT CUMMINGS LLP

s/ Michael C. Williams

Michael C. Williams (MBN 104537)

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Jackson, MS 39201

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Counsel for Plaintiff Millennium Outdoors, LLC