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6 *Attorneys for Plaintiff Cozy Comfort*  
7 *Company LLC*

8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE DISTRICT OF ARIZONA**

10  
11 Cozy Comfort Company LLC,

12 Plaintiff,

13 v.

14 Star Marketing International, Inc. dba  
15 Go Mushy and/or Apollo USA, Dora  
16 Zhang and John Doe Zhang, husband  
17 and wife, individually, H&C Headwear  
Inc., John Ngan and Serena Ngan,  
husband and wife, individually, XYZ  
Corporations and John and Jane Does,

18 Defendants.

Case No. \_\_\_\_\_

**COMPLAINT FOR PATENT  
INFRINGEMENT, TRADE DRESS  
INFRINGEMENT AND UNFAIR  
COMPETITION**

Demand for Jury Trial

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20 Plaintiff Cozy Comfort Company LLC (“Cozy Comfort” or “Plaintiff”), by and  
21 through its attorneys, for its Complaint against Defendants Star Marketing  
22 International, Inc. dba Go Mushy and/or Apollo USA, Dora Zhang and John Doe  
23 Zhang, husband and wife, individually, H&C Headwear Inc., John Ngan and Serena  
24 Ngan, husband and wife, individually, XYZ Corporations, and John and Jane Does  
25 (collectively, “Defendants”) alleges as follows:

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**INTRODUCTION**

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2           1. This action arises from Defendants’ willful and deliberate copying of  
3 Plaintiff’s patented product design for a hooded wearable blanket and Defendants’  
4 subsequent importation and distribution of these infringing products within the United  
5 States. Defendants’ direct imitation of Plaintiff’s product seeks to cash in on the  
6 designs, technology and global market created by Plaintiff in hooded wearable  
7 blankets. However, the marketing, importation, and sale of such products within the  
8 United States infringes upon the intellectual property rights of Plaintiff. This illegal  
9 practice will continue unless, and until, the Court puts an end to it.

10           2. By this action Plaintiff seeks permanent injunctive relief, money  
11 damages, exemplary damages and attorneys’ fees arising from Defendants’: (i) patent  
12 infringement under the Patent Act, 35 U.S.C. § 271; (ii) federal trade dress  
13 infringement and unfair competition under the Lanham Act; (iii) common law trade  
14 dress infringement and unfair competition under Arizona law; and (iv) unjust  
15 enrichment.

**PARTIES**

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17           3. Plaintiff is a limited liability company formed under the laws of Arizona  
18 with a principal place of business located in Phoenix, Arizona.

19           4. Plaintiff is the owner of intellectual property in relation to its flagship  
20 product, a hooded wearable blanket known as “THE COMFY”, as well as other  
21 related and associated designs, products, and services.

22           5. Upon information and belief, Defendant Star Marketing International,  
23 Inc. (“Star Marketing”) dba Go Mushy and/or Apollo USA is a corporation organized  
24 under the laws of Delaware with a principal address of 1650 W. Artesia Blvd.,  
25 Gardenia, California, 90248.

26           6. Upon information and belief, Defendant Dora Zhang is an individual and  
27 is the Chief Executive Officer of Star Marketing, having a business address of 1650  
28 W. Artesia Blvd., Gardenia, California, 90248.

1           7. Upon information and belief, Defendants Dora Zhang and John Doe  
2 Zhang (collectively, “Zhang’s”) are husband and wife, and the actions of Defendant  
3 Dora Zhang described herein were committed on behalf of, and for the benefit of, the  
4 Zhang marital community. The Zhang marital community benefitted from the actions  
5 of Defendant Dora Zhang as alleged herein and is therefore liable to the Plaintiff.

6           8. Upon information and belief, Defendant H&C Headwear Inc. (“H&C”)  
7 is a corporation organized under the laws of California with a principal address of  
8 17145 Margay Avenue, Carson, California 90745.

9           9. Upon information and belief, Defendant John Ngan is an individual with  
10 a business address of 17145 Margay Avenue, Carson, California 90746 and residing  
11 in Carson, California.

12           10. Upon information and belief, Defendants John Ngan and Serena Ngan  
13 (collectively, “Ngan’s”) are husband and wife, and the actions of Defendant John  
14 Ngan described herein were committed on behalf of, and for the benefit of, the Ngan  
15 marital community. The Ngan marital community benefitted from the actions of  
16 Defendant John Ngan as alleged herein and is therefore liable to the Plaintiff.

17           11. Defendants XYZ Corporations and John and Jane Does are other entities  
18 or individuals that are associated with the brands or the sales, use, marketing and/or  
19 distribution of infringing hooded wearable blankets. Plaintiff is unaware of the names  
20 and capacities of those Defendants identified as XYZ Corporations and John and Jane  
21 Does. Upon information and belief, Plaintiff alleges that each of the Defendants were  
22 acting as the officer, director, agent, servant, master, employee, representative, or alter  
23 ego of each of the other Defendants, and in engaging in the conduct alleged herein,  
24 were acting in the course and scope of, and in furtherance of, such relationship, with  
25 the full knowledge and consent of each of the other Defendants. Moreover, upon  
26 information and belief, each of the Defendants conspired with the others and carried  
27 out the conduct alleged herein in the furtherance of such conspiracy. Upon  
28 information and belief, each Defendant induced, directed, and controlled the activities

1 and conduct of the other Defendants alleged herein to be unlawful. In addition, each  
2 of the Defendants is liable for the conduct of each of the other Defendants, because,  
3 upon information and belief, there is an express or implied agreement between the  
4 Defendants to assume the liabilities of the other. Defendants are further vicariously  
5 liable and are subject to contributory liability for any conduct complained of herein  
6 by any other of the Defendants and/or their principals, managers, parents, subsidiaries,  
7 agents, companies, businesses, founders, employees, contractors, owners, directors,  
8 officers, servants, attorneys, representatives, and all others acting in concert and in  
9 active participation with Defendants or such persons.

10 **JURISDICTION AND VENUE**

11 12. This is an action for infringement against Defendants brought under the  
12 Patent Act, 35 U.S.C. § 271 based upon Defendants’ unauthorized commercial  
13 manufacture, use, importation, offer for sale and sale of wearable blankets which  
14 infringes upon United States (“U.S.”) Patent Numbers D859,788 and D969,458.  
15 Plaintiff also alleges infringement of trade dress protections afforded under the  
16 Lanham Act, 15 U.S.C. §1051, *et seq.* and Unfair Competition under federal and  
17 common law and afforded by the laws of the State of Arizona.

18 13. This Court holds original jurisdiction over the subject matter of this  
19 action pursuant to 28 U.S.C. §1331 (federal question jurisdiction); 28 U.S.C.  
20 §1338(b) (state claim of unfair competition joined with substantial and related federal  
21 claim under trademark laws); 28 U.S.C. § 1367 (supplemental jurisdiction); and the  
22 doctrines of ancillary and pendent jurisdiction.

23 14. This court has personal jurisdiction over Defendants because Defendants  
24 conduct business throughout the United States, including within the state of Arizona,  
25 and have committed in this District the acts of patent and trade dress infringement,  
26 and federal and state unfair competition, which give rise to this action.

27 15. This Court may join XYZ Corporations and Jane and John Does as  
28 Defendants as each is subject to service of process, such joinder would not destroy

1 diversity or otherwise affect the court's subject matter jurisdiction; and each is a  
2 necessary or proper party to the claim for relief.

3 16. Venue is proper in this District as Defendants have advertised and  
4 derived revenue from sales of products to citizens within this District and have  
5 engaged in systematic and continuous business contacts within this State. Defendants  
6 have had and continue to have significant contact with the state of Arizona through  
7 its websites, through U.S. based sales, and distribution of products throughout the  
8 U.S., and have purposefully availed themselves of Arizona's laws.

9 **BACKGROUND**

10 17. THE COMFY was invented in April 2017 by two brothers residing in  
11 Arizona.

12 18. THE COMFY is an oversized wearable item designed for cozy warmth.  
13 THE COMFY features a hood, cuffs, and large arm coverings, and covers the majority  
14 of a person's upper and lower body. THE COMFY is known for its high-quality  
15 materials and construction, featuring a layer of fleece microfiber on one side and thick  
16 sherpa-type material on the opposite layer. THE COMFY also features a large front  
17 pocket designed to allow its wearer to insert his or her hands for comfort, storage, or  
18 warmth. A logo of THE COMFY is featured on the lower left side portion of this  
19 pocket. The product is sold in a variety of colors. A sample image of the product  
20 appears below:

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19. In April 2017, to facilitate the development and distribution of THE COMFY, as well as the growth of the business developing around the product, the inventors organized Plaintiff, an Arizona limited liability company.

20. In May 2017, to solicit funds for its expanding business, Plaintiff, through the inventors, auditioned for the nationally broadcast television show, *Shark Tank*. *Shark Tank* is a significantly popular and well-known reality show in which businesses and/or product owners showcase their ideas to a panel of investors, referred to on the show as “sharks.” The show is broadcast in the U.S. on the ABC network, is featured on the cable network CNBC, and is available on demand on Hulu and other streaming platforms. The show has won multiple Emmys for Outstanding Structured Reality Program. The format is significantly popular, with licensed versions of the show produced and broadcast in many countries around the world, including Canada, Mexico, China, New Zealand, and Australia.

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1           21. After several rounds of successful auditions with the producers of *Shark*  
2 *Tank*, the inventors were approved to appear on the program to pitch and feature THE  
3 COMFY on the 2017 end-of-the-year, holiday-themed episode of *Shark Tank*.

4           22. On September 13, 2017, Plaintiff, as the assigned owner of the rights to  
5 the design of THE COMFY, filed a patent application related to its designs, United  
6 States Patent and Trademark Office (“USPTO”) Application No. 29/617,421. Two  
7 years later, on September 17, 2019, that application matured into U.S. Patent No.  
8 D859,788 (the “’788 Patent”). A true and correct copy of the ’788 Patent is attached  
9 hereto as **Exhibit 1** and incorporated by reference.

10           23. On December 3, 2017, the episode of *Shark Tank* featuring THE  
11 COMFY premiered in the U.S. On the episode, the inventors discussed the potential  
12 success of a business surrounding THE COMFY.

13           24. On the episode of *Shark Tank*, the inventors displayed and discussed  
14 several attributes of THE COMFY. This included the shape of the product, the  
15 materials used in its construction (fleece and sherpa), the attached hood, the front  
16 pocket, and the fit of THE COMFY over the arms and body.

17           25. On the episode, several “shark” panelists displayed significant  
18 enthusiasm regarding the product. On air, two of the sharks proposed investing into  
19 Plaintiff. Ultimately, Plaintiff agreed to a proposal from one of the show’s sharks to  
20 invest into the business.

21           26. Immediately following the airing of the 2017 *Shark Tank* episode  
22 featuring THE COMFY, interest in and exposure to THE COMFY skyrocketed. The  
23 product was not only featured on a popular, nationally broadcast television program,  
24 but there was substantial exposure of THE COMFY through initial orders, positive  
25 online reviews, online video clips and social media postings.

26           27. Plaintiff developed several other designs in addition to its original THE  
27 COMFY. Plaintiff owns multiple U.S. Patents relating to its designs, as well as  
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1 multiple U.S. Trademark registrations and other common-law intellectual property  
2 assets.

3 28. Plaintiff established and maintains a company website located at  
4 <https://thecomfy.com/>, which since 2017 has displayed Plaintiff's products, and  
5 makes its products available for sale in the U.S. and throughout the world through  
6 Amazon and other online and brick-and-mortar retailers.

7 29. Through its activities, Plaintiff established itself as an innovator and  
8 leader in the wearable blankets market. In response to the success of THE COMFY,  
9 online retailer Amazon created the new category of products on its platform(s) labeled  
10 Wearable Blanket.

11 30. Plaintiff and its resellers have expended millions of dollars since 2017,  
12 advertising and promoting THE COMFY using Plaintiff's Trademarks and Trade  
13 Dress in the United States. Such advertising and promotion have been featured in  
14 print and electronic media, over the Internet, and in a variety of other media. THE  
15 COMFY has also been advertised, promoted, and sold by and through nationally  
16 recognized retail establishments such as Costco, Bed Bath & Beyond, QVC, Sam's  
17 Club, Kohl's, Target, and Kroger.

18 31. In addition to *Shark Tank*, THE COMFY featuring Plaintiff's Trade  
19 Dress has also been seen in streaming videos and numerous other television programs  
20 viewed by many millions of Americans, such as Good Morning America. THE  
21 COMFY has received extensive unsolicited media coverage and public exposure from  
22 celebrities such as Lizzo, Jamie Lynn Spears, Selena Gomez, Cindy Crawford, Kim  
23 Kardashian, and Kylie Jenner. In January of 2018, Plaintiff produced and posted a  
24 video on THE COMFY that has received over 100 million views.

25 32. Plaintiff has achieved hundreds of millions of dollars in sales of THE  
26 COMFY using Plaintiff's Trademarks and Trade Dress. THE COMFY is currently  
27 the best-selling wearable blanket in the United States.

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1 33. THE COMFY brand and designs are recognized in the U.S. and  
2 worldwide as the industry standard in hooded wearable blankets. The style of THE  
3 COMFY has acquired distinctiveness within the market based upon worldwide sales  
4 and exposure. Plaintiff’s Trade Dress has acquired distinctiveness by virtue of  
5 extensive sales and advertng of THE COMFY featuring Plaintiff’s Trade Dress,  
6 extensive consumer recognition of the Plaintiff’s Trade Dress, and association of  
7 Plaintiff’s Trade Dress with THE COMFY.

8 34. Plaintiff’s ’788 Patent protects “The ornamental design for an enlarged  
9 over-garment with an elevated marsupial pocket, as shown and described.” The  
10 issued patent features ten (10) Figures. Figure 1 of the ’788 Patent illustrates a front  
11 view of the invention as shown below:

12  
13 U.S. Patent Sep. 17, 2019 Sheet 1 of 8 US D859,788 S

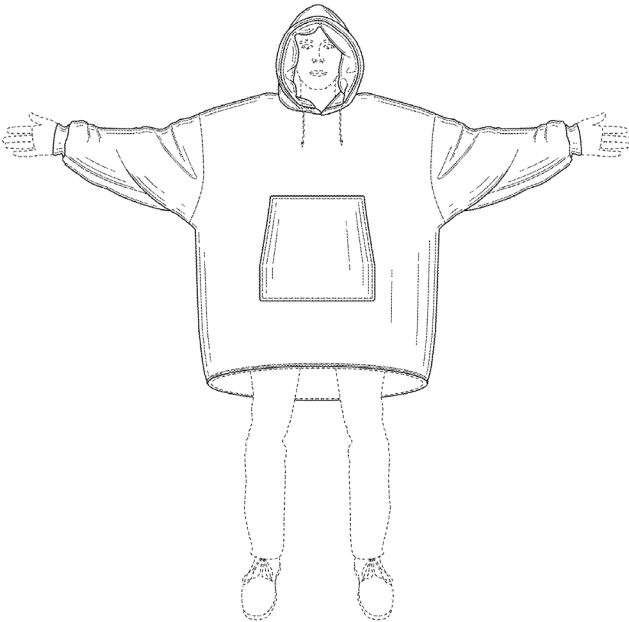
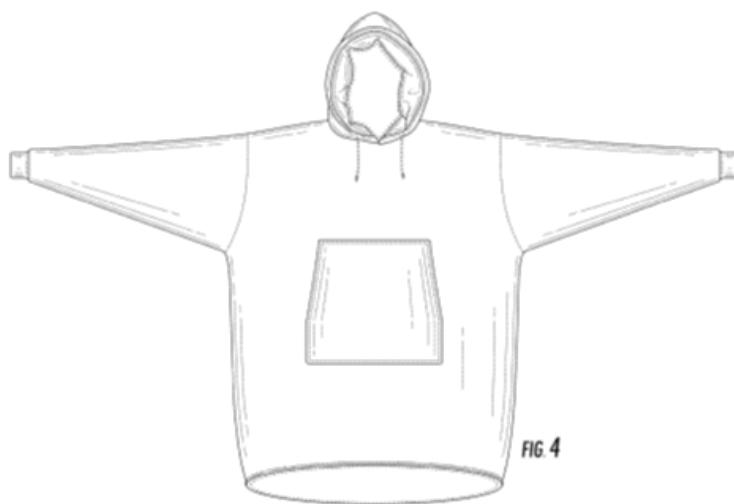


FIG. 1

1 35. Figure 4 of the '788 Patent illustrates the invention without a person  
2 wearing it:



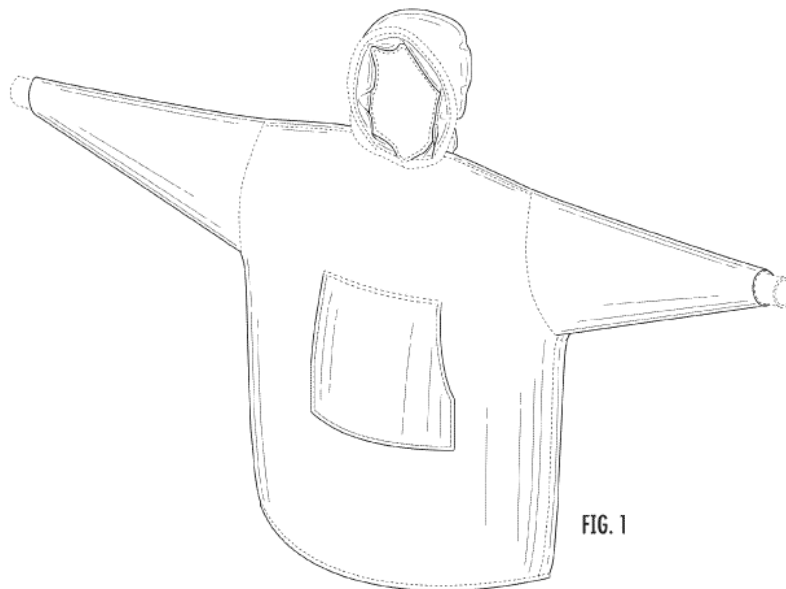
U.S. Patent Sep. 17, 2019 Sheet 4 of 8 US D889,788 S

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15 (Patent image rotated clockwise by 90 degrees)

16 36. Plaintiff is also the owner of U.S. Patent No. D969,458 (the “’458  
17 Patent”) entitled “Whole body blanket” issued November 15, 2022. A true and correct  
18 copy of this patent is attached hereto as **Exhibit 2** and is incorporated by reference.

19 37. Figure 1 of the ’458 Patent illustrates the invention with dotted lines  
20 indicating optional features:  
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U.S. Patent  
Nov. 15, 2022  
Sheet 1 of 12  
US D969,458 S

(Patent image rotated clockwise by 90 degrees)

38. Defendants have each, and in concert, willfully and deliberately copied the intellectual property embedded within THE COMFY and/or owned by Cozy Comfort to import, market, and sell infringing items within the U.S.

39. Upon information and belief, each of the corporate Defendants share the common control by individual Defendants Dora Zhang and John Doe Zhang (“Zhang’s”) and/or John and Serena Ngan (“Ngan’s”). The Defendants market and sell products in a manner that makes it confusing to the public as to the actual entity, entities, or individuals responsible for selling particular items. However, in concert, and under the shared direct control of the Zhang’s and/or Ngan’s, each corporate Defendant has engaged and participated in the unlawful use, importation, marketing, distribution, and sale of products which infringe upon the intellectual property rights of Cozy Comfort.

40. Defendant Star Marketing International, Inc. was incorporated on July 23, 2007, in Delaware. In its initial filing with the Secretary of State of California on June 4, 2009, Defendant Star Marketing International, Inc. indicates that its principal executive office is 1650 W. Artesia Blvd., Gardena, California, 90248. This initial

1 filing also designates Sunny Yan as the agent for service and provides that his address  
2 is 17145 Margay Avenue, Carson, California 90248. In its most recent Statement of  
3 Information filed with the Secretary of State of California on May 23, 2022, the  
4 company indicates that its Chief Executive Office is Dora Zhang, and its Chief  
5 Financial Officer is “Shun On John Ngan.”

6 41. Upon information and belief, Apollo USA currently operates at 1650 W.  
7 Artesia Blvd., Gardena, California, 90248.

8 42. Upon information and belief, Go Mushy currently operates at 1650 W.  
9 Artesia Blvd., Gardena, California, 90248.

10 43. Defendant H&C Headwear Inc. was incorporated on January 25, 1991,  
11 in California. In its most recent Statement of Information filed with the Secretary of  
12 State of California on December 27, 2022, the company indicates that its principal  
13 address is 17145 Margay Avenue, Carson, California 90746, and that its Chief  
14 Executive Office and Chief Financial Officer is “Shun On Ngan.”

15 44. Upon information and belief, Defendant John Ngan is a citizen of the  
16 State of California with a business address of 17145 Margay Avenue, Carson,  
17 California 90746. Defendant John Ngan is known and has been known by many  
18 variations of names including “Shun On John Ngan”, “John Lee Ngan”, “Jack Ngan”  
19 and “Shun On Ngan”.

20 45. Upon information and belief, Defendant Serena Ngan is the wife of  
21 Defendant John Ngan and is also a citizen of the State of California.

22 46. Upon information and belief, the Zhang’s and/or Ngan’s are the  
23 controlling members in the management and control of each of the corporate  
24 Defendants.

25 47. Upon information and belief, the Zhang’s and/or Ngan’s have also  
26 transacted business in the marketing, importation, distribution and selling of products  
27 at issue in this action in an individual capacity and/or through other entities.

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1           48. Upon information and belief, the Zhang’s and/or Ngan’s, Star Marketing  
2 International, Inc. dba Go Mushy and/or Apollo USA, and H&C Headwear Inc., are  
3 alter egos of each other sharing a common interest and alternatively attributing sales  
4 of substantially identical products originating from common sources as being sold or  
5 licensed by distinct entities. The purpose of these separate companies is to obfuscate  
6 the common ownership of these entities of the Zhang’s and/or Ngan’s, avoid  
7 responsibility for infringement or other product issues, to forum shop regarding  
8 possible disputes such as the instant action.

9           49. Upon information and belief, the Ngan’s have directed or overseen  
10 illusory transactions between entities under their common control, such as intellectual  
11 property assignments and licensing, with the intention of obscuring liability for  
12 violations of intellectual property rights.

13           50. Among the items purportedly sold by Defendants are items Defendants  
14 describe as “hoodie blankets” or “blanket hoodies.” The designs of many of these  
15 items either directly replicate the intellectual property of Cozy Comfort or are  
16 designed in such a way to bear substantial similarity to the construction and design of  
17 the products of Cozy Comfort.

18           51. Upon information and belief, Defendant H&C Headwear Inc. sold  
19 hoodie blanket products that infringed on Plaintiff’s intellectual property on  
20 Walmart.com.

21           52. Upon information and belief, Defendants are the owners, distributors  
22 and/or manufacturers of the products known as the Go Mushy “BLANKET  
23 HOODIE,” and the Apollo USA “HOODIE BLANKET.” These products are sold in  
24 a variety of colors and patterns. Sample images of each, taken from Defendant’s  
25 websites (gomushy.com; apolloemb.com), appear below:  
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(<https://gomushy.com/cdn/shop/products/heart-herefront-gray.png?v=1654025828&width=720>)



(<https://www.apolloemb.com/product/hoodie-blanket/bh-800>)

1           53. Upon information and belief, none of the Defendants sold the Go Mushy  
2 BLANKET HOODIE or the Apollo USA HOODIE BLANKET, or any other  
3 oversized hooded fleece products prior to December 2017.

4           54. Defendants sell the Go Mushy BLANKET HOODIE and the Apollo  
5 USA HOODIE BLANKET to U.S.-based customers through storefronts maintained  
6 on their websites.

7           55. The Go Mushy BLANKET HOODIE and the Apollo USA HOODIE  
8 BLANKET are sold in a variety of colors and decorative designs. However, the  
9 construction and design of these products is substantially the same as those described  
10 in the '788 Patent, the '458 Patent, and within the trade dress of THE COMFY.

11           56. Defendants advertise the Go Mushy BLANKET HOODIE in the  
12 following manner: “Our oversized hoodie blanket is cozy with a soft feel. The fabrics  
13 are extremely soft with a warm comfortable feeling for your entire body.”

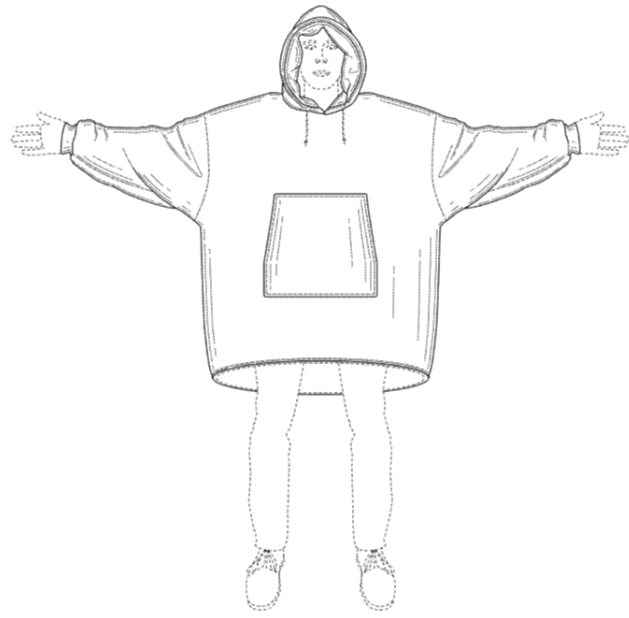
14           57. Defendants advertise the Apollo USA HOODIE BLANKET as “ONE  
15 SIZE FITS ALL STYLING! Blanket/Coat/Hoodie is an ultra-soft plush wearable  
16 blanket that will keep you warm & cozy.”

17           58. The Go Mushy BLANKET HOODIE and the Apollo USA HOODIE  
18 BLANKET are substantially the same product as THE COMFY. A side-by-side  
19 comparison between images found on Defendants websites, and Figure 1 from the  
20 '788 Patent exhibit the overwhelming sameness:

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59. Plaintiff purchased sample products from Defendants' websites to examine the similarities between the BLANKET HOODIE / HOODIE BLANKET and the intellectual property owned by Plaintiff. Comparisons of photographs of the sample products purchased, and Figures 3 and 4 from the '458 Patent shows the following:

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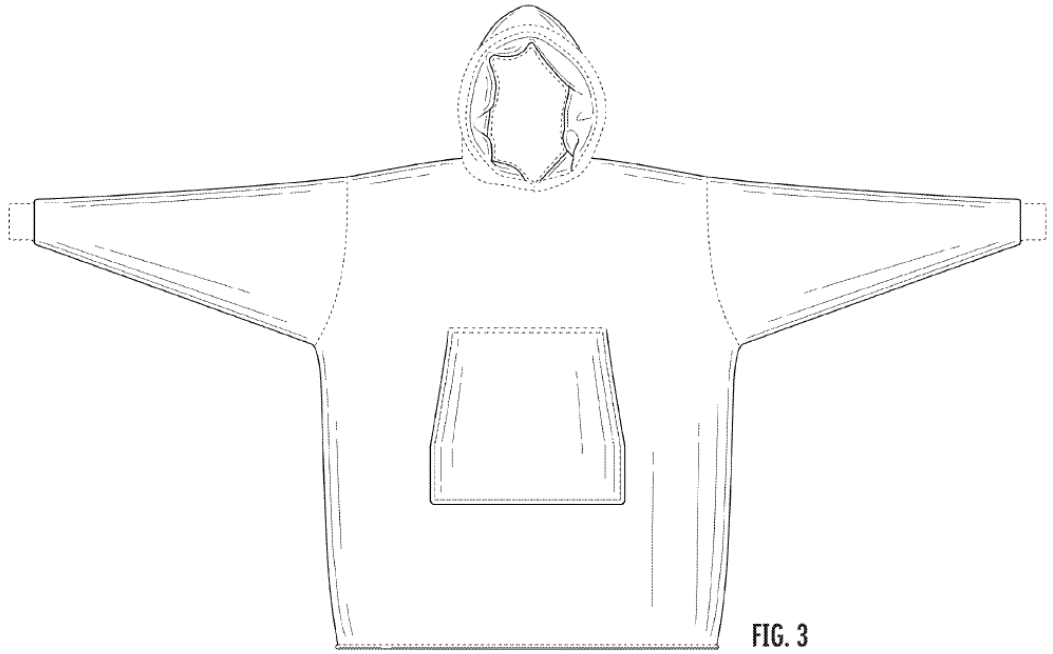
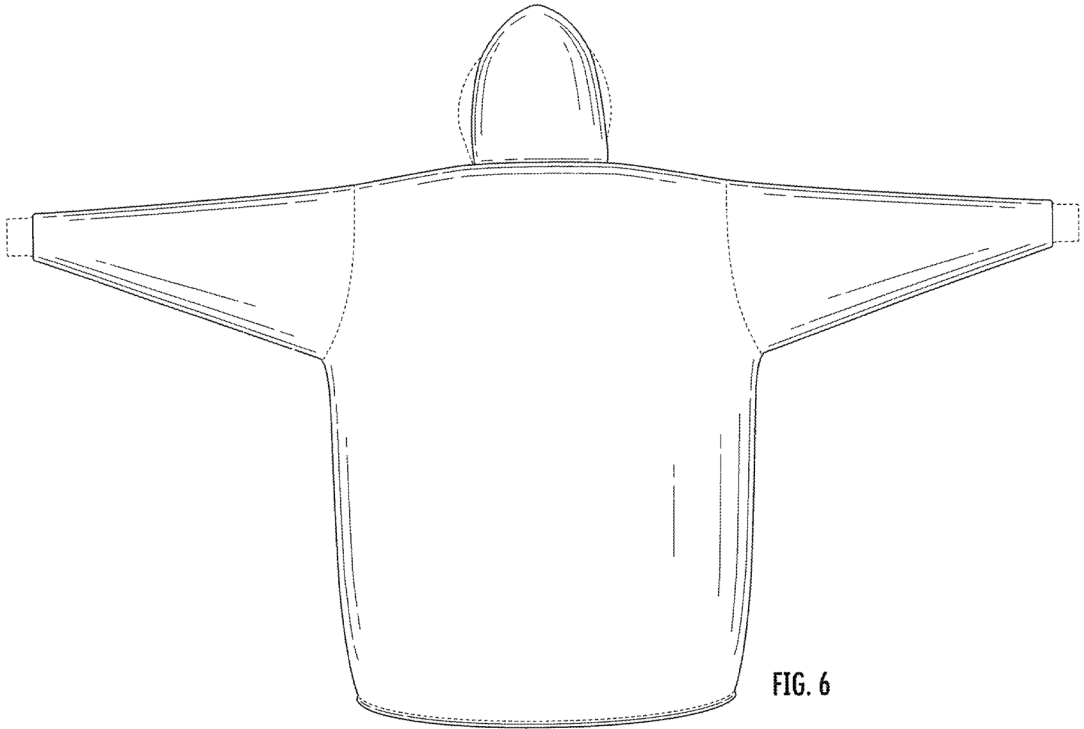


FIG. 3

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1           60. Through vast sales, promotion, and publicity surrounding THE COMFY,  
2 Plaintiff has acquired distinctiveness in the look and feel of THE COMFY. Plaintiff  
3 is an innovator in the wearable blanket industry, as recognized by the USPTO through  
4 the issuance of multiple patents, as well as by its performance within the market.  
5 Plaintiff has expended substantial sums in marketing and advertising its products and  
6 enjoys a substantial share in the market for wearable blankets in the United States.

7           61. Due to the extensive marketing, promotion, and sales of THE COMFY,  
8 customers recognize Plaintiff’s Trade Dress of an oversized wearable blanket, that  
9 has large arm coverings, a large hood, a sherpa lining, elastic wrist cuffs and a large  
10 front pocket, and associate such features to signify the product is a genuine THE  
11 COMFY.

12           62. The combination of elements comprising Plaintiff’s Trade Dress is non-  
13 functional as each feature could be accomplished with different design choices,  
14 without affecting cost or quality, to convey a different product that does not embody  
15 the same, or confusingly similar, features that customers have come to recognize as  
16 THE COMFY.

17           63. Plaintiff’s Trade Dress is famous for wearable blankets in the United  
18 States.

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1           64. Plaintiff markets these features such that customers recognize such  
2 features as THE COMFY Trade Dress. For example, on the marketing shown below,  
3 Plaintiff promotes THE COMFY as: “A Wearable Blanket” with “A Giant Hood,”  
4 “Large Arm Coverings,” “Seamless Rib-Knit Cuffs,” “Giant Marsupial Pocket,” and  
5 “Luscious Sherpa Lining.”



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1 65. Plaintiff also markets these features on the packaging of THE COMFY  
2 such that customers recognize THE COMFY Trade Dress. For example, on the  
3 packaging shown below, Plaintiff promotes these features and highlights them with  
4 text such as “Oversized Everything, large enough to pull legs/arms in,” “Giant  
5 Pocket,” “Portable Warmth,” “Huge Hood,” and “Luxurious Material so soft, you’ll  
6 never want to take it off.”



25  
26 66. THE COMFY is sold in over 100 countries and through recognized retail  
27 establishments such as Costco, Bed Bath & Beyond, QVC, Sam’s Club, Kohl’s,  
28 Target, and Kroger. As a result of this exposure, consumers have come to recognize

1 Plaintiff's Trade Dress features through the promotion, sales, and publicity of THE  
2 COMFY.

3 67. Consumers have grown to recognize THE COMFY and Plaintiff's  
4 related products as the industry standard for wearable blankets and identify the unique  
5 shape of Plaintiff's hooded wearable blankets as coming from a distinct source.

6 68. Plaintiff's Trade Dress is readily recognizable to consumers. Plaintiff  
7 has received, and continues to receive, complaints from confused consumers who  
8 purchase knock off goods that copy Plaintiff's Trade Dress with the expectation that  
9 they are buying a genuine THE COMFY.

10 69. Defendants did not enter the market until they had seen the success of  
11 THE COMFY. As a result, Defendants and others were quick to enter the market to  
12 flood the market space. Although Plaintiff developed and invested in multiple  
13 intellectual property assets protecting THE COMFY, those assets took time to mature  
14 from applications into published registrations and issued protectable rights. Plaintiff  
15 is now in the position of having to enforce its rights against a number of infringers.  
16 THE COMFY brand, and recognized trade dress, is so successful it is now being  
17 counterfeited by pirates trying to capitalize on the goodwill and reputation that  
18 Plaintiff created.

19 70. Defendants have knowingly and willfully sold products which directly  
20 replicate the intellectual property of Plaintiff. Defendants have intentionally  
21 marketed, offered for sale, imported, used, and sold to U.S. based customers the  
22 HOODIE BLANKET and BLANKET HOODIE in violation of Plaintiff's rights.

23 71. Upon information and belief, THE COMFY predates the introduction of  
24 the HOODIE BLANKET and BLANKET HOODIE to the market. THE COMFY is  
25 the worldwide industry standard for hooded wearable blankets with millions of units  
26 sold per year. Defendants have knowingly and willfully sold products which directly  
27 replicate the intellectual property of Plaintiff. Under the direction of Defendants, such  
28



1 products have been intentionally marketed, offered for sale, imported, and sold to U.S.  
2 based customers, in violation of Plaintiff's rights.

3 72. In addition, the types of materials used to construct the HOODIE  
4 BLANKET / BLANKET HOODIE and THE COMFY are substantially the same.  
5 THE COMFY is constituted of a fleece layer on the outside and a sherpa layer on the  
6 inside. Upon information and belief, the HOODIE BLANKET / BLANKET HOODIE  
7 products constitute a fleece layer on the outside and a sherpa layer on the inside. Both  
8 feature an oversized front pouch, hood, and elastic cuffs.

9 73. A comparison below of advertising photographs of THE COMFY shown  
10 on the top, and the HOODIE BLANKET / BLANKET HOODIE products shown  
11 below, highlights the substantial similarity between the products.



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### HOODIE BLANKET

OVERSIZED HOOD



ELASTIC WRISTS

<https://www.apolloemb.com/product/hoodie-blanket/bh-800>

**GO MUSHY**      Home   Blanket Hoodies   Contact   FAQ

Bulk Orders   Reviews   Affiliate



<https://gomushy.com/products/no-pattern-blanket-hoodie>

1 74. Defendants have knowingly and intentionally replicated the look and feel  
2 of THE COMFY in violation of Plaintiff's intellectual property rights.

3 75. Since February 2020, Plaintiff and other entities owned and operated by  
4 the Ngan Defendants have been actively litigating the validity, enforceability, and  
5 alleged infringement of Plaintiff's patents and intellectual property rights in a case  
6 styled: *Top Brand LLC v. Cozy Comfort Co. LLC*, No. CV-21-00597-PHX-SPL (D.  
7 Ariz.).

8 76. During the course of the above litigation, Defendants have been made  
9 aware of Plaintiff's intellectual property rights.

10 77. Despite being on notice regarding Plaintiff's various intellectual  
11 property rights, Defendants have continued to sell items under various brand names  
12 and from various platforms which infringe upon the intellectual property of Plaintiff,  
13 as described above.

14 78. Upon information and belief, Defendants have known of the existence of  
15 THE COMFY for years. At the absolute latest, since February 2020, Defendants were  
16 aware of the existence of Plaintiff's pre-existing U.S. patents and other intellectual  
17 property rights. Notwithstanding, Defendants have been willful in their disregard of  
18 Plaintiff's intellectual property rights without any reasonable basis for believing that  
19 they had the right to sell or import the HOODIE BLANKET / BLANKET HOODIE  
20 products within the United States.

21 **FIRST CLAIM FOR RELIEF**

22 **(Infringement of the '788 Patent – 35 U.S.C. §271)**

23  
24 79. Plaintiff hereby incorporates and realleges each and every allegation  
25 contained in each of the preceding paragraphs of this Complaint as if fully set forth  
26 herein.

27 80. Defendants, without authorization from Plaintiff, have used, offered for  
28 sale, sold, and/or imported into the U.S., including within this District, a hooded

1 wearable blanket marketed as the HOODIE BLANKET and/or BLANKET HOODIE,  
2 having a design that infringes the '788 Patent.

3 81. By the foregoing acts, Defendants have directly infringed, infringed  
4 under the doctrine of equivalents, contributorily infringed, and/or induced  
5 infringement of the '788 Patent in violation of 35 U.S.C. § 271.

6 82. Upon information and belief, Defendants' infringement has, and  
7 continues to be, knowing, intentional and willful.

8 83. Defendants' acts of infringement of the '788 Patent has caused, and will  
9 continue to cause, Plaintiff damages for which Plaintiff is entitled to compensation  
10 pursuant to 35 U.S.C. § 284 and/or 35 U.S.C. § 289.

11 84. Upon information and belief, Defendants have gained profits by virtue  
12 of their infringement of the '788 Patent.

13 85. Defendants' acts of infringement of the '788 Patent have caused, and will  
14 continue to cause, Plaintiff immediate and irreparable harm unless such infringing  
15 activities are enjoined by this Court pursuant to 35 U.S.C. § 283 as Plaintiff has no  
16 adequate remedy at law.

17 86. The circumstances surrounding Defendants' infringement are  
18 exceptional and, therefore, Plaintiff is entitled to an award of attorneys' fees pursuant  
19 to 35 U.S.C. § 285.

20 **SECOND CLAIM FOR RELIEF**

21 **(Infringement of the '458 Patent – 35 U.S.C. §271)**

22 87. Plaintiff hereby incorporates and realleges each and every allegation  
23 contained in each of the preceding paragraphs of this Complaint as if fully set forth  
24 herein.

25 88. Defendants, without authorization from Plaintiff, have used, offered for  
26 sale, sold, and/or imported into the U.S., including within this District, a hooded  
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1 wearable blanket marketed as the HOODIE BLANKET and/or BLANKET HOODIE,  
2 having a design that infringes the '458 Patent.

3 89. By the foregoing acts, Defendants have directly infringed, infringed  
4 under the doctrine of equivalents, contributorily infringed, and/or induced  
5 infringement of the '458 Patent in violation of 35 U.S.C. § 271.

6 90. Upon information and belief, Defendants' infringement has, and  
7 continues to be, knowing, intentional and willful.

8 91. Defendants' acts of infringement of the '458 Patent has caused, and will  
9 continue to cause, Plaintiff damages for which Plaintiff is entitled to compensation  
10 pursuant to 35 U.S.C. § 284 and/or 35 U.S.C. § 289.

11 92. Upon information and belief, Defendants have gained profits by virtue  
12 of their infringement of the '458 Patent.

13 93. Defendants' acts of infringement of the '458 Patent have caused, and will  
14 continue to cause, Plaintiff immediate and irreparable harm unless such infringing  
15 activities are enjoined by this Court pursuant to 35 U.S.C. § 283 as Plaintiff has no  
16 adequate remedy at law.

17 94. The circumstances surrounding Defendants' infringement are  
18 exceptional and, therefore, Plaintiff is entitled to an award of attorneys' fees pursuant  
19 to 35 U.S.C. § 285.

20 **THIRD CLAIM FOR RELIEF**

21 **(Federal Trade Dress Infringement and Unfair Competition – 15 U.S.C.**  
22 **§1125(a))**

23 95. Plaintiff hereby incorporates and realleges each and every allegation  
24 contained in each of the preceding paragraphs of this Complaint as if fully set forth  
25 herein.

26 96. Defendants make, import, distribute, use, offer to sell, and sell in the U.S.  
27 products that directly infringe Plaintiff's Trade Dress in violation of § 43(a) of the  
28

1 Lanham Act, 15 U.S.C. § 1125(a). Plaintiff has actively marketed, promoted, and  
2 sold continuously THE COMFY Trade Dress such that it has acquired secondary  
3 meaning within the relevant market and among the U.S. public. Defendants have used  
4 THE COMFY Trade Dress without the authorization of Plaintiff and continue to trade  
5 off the goodwill created and maintained by Plaintiff in THE COMFY Trade Dress.

6 97. Defendants' unauthorized use of Plaintiff's Trade Dress is likely to  
7 deceive consumers as to the origin, source, sponsorship, or affiliation of Defendants'  
8 goods and is likely to cause consumers to believe, contrary to fact, that Defendants'  
9 goods are sold, authorized, endorsed, or sponsored by Plaintiff, or that Defendants are  
10 in some way affiliated with or sponsored by Plaintiff.

11 98. Defendants' unauthorized use in commerce of Plaintiff's Trade Dress as  
12 alleged herein constitutes use of a false designation of origin and misleading  
13 description and representation of fact.

14 99. The foregoing use in commerce by Defendants of Plaintiff's Trade Dress  
15 has caused and/or is likely to cause confusion, or mistake, or to deceive consumers as  
16 to the affiliation, connection, or association of Defendants with Plaintiff, or as to the  
17 origin, sponsorship, or approval of Defendants' goods, or commercial activities by  
18 Plaintiff.

19 100. Defendants' acts are willful and are intended to cause confusion,  
20 mistake, or deception as to the affiliation, connection, or association of Defendants  
21 with Plaintiff.

22 101. Defendants' infringement of Plaintiff's Trade Dress as aforesaid has  
23 caused and is likely to continue to cause substantial injury to the public and to  
24 Plaintiff, and Plaintiff is entitled to injunctive relief and its attorneys' fees and costs  
25 under §§ 32, 34, 35 and 36 of the United States Trademark Act, 15 U.S.C. §§ 1114,  
26 1116, 1117 and 1118.

27 102. Defendants' conduct as alleged herein constitutes unfair competition in  
28 violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

1 103. Defendants’ conduct as alleged herein is causing immediate and  
2 irreparable harm and injury to Plaintiff, and to its goodwill and reputation, and will  
3 continue to both damage Plaintiff and confuse the public unless enjoined by this court  
4 as Plaintiff has no adequate remedy at law.

5 104. Defendants have unlawfully and wrongfully derived income and profits  
6 and have been unjustly enriched by the foregoing acts. Defendants’ acts have caused,  
7 and unless enjoined will continue to cause, irreparable harm to Plaintiff for which  
8 there is no adequate remedy at law.

9 105. Plaintiff is entitled to, among other relief, injunctive relief and an award  
10 of actual damages, Defendants’ profits, enhanced damages and profits, reasonable  
11 attorneys’ fees, and costs of the action under Sections 34 and 35 of the Lanham Act,  
12 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

13 **FOURTH CLAIM FOR RELIEF**

14 **(Common Law Trade Dress Infringement and Unfair Competition)**

15 106. Plaintiff hereby incorporates and realleges each and every allegation  
16 contained in each of the preceding paragraphs of this Complaint as if fully set forth  
17 herein.

18 107. Defendants make, import, distribute, use, offer to sell, and sell in the U.S.  
19 products that directly infringe Plaintiff’s Trade Dress in violation of A.R.S. §§44-  
20 1451 & 1452, et. seq. Plaintiff has actively marketed, promoted, and sold  
21 continuously THE COMFY Trade Dress such that it has acquired secondary meaning  
22 within the relevant market and among the U.S. public. Defendants have used THE  
23 COMFY Trade Dress without the authorization of Plaintiff and continue to trade off  
24 the goodwill created and maintained by Plaintiff in THE COMFY Trade Dress.  
25

26 108. By virtue of Defendants’ foregoing acts Defendants have intentionally  
27 caused a likelihood of confusion among the public and have unfairly competed with  
28



1 Plaintiff in violation of the common law of the State of Arizona and A.R.S §44-1451  
2 and §44-1452.

3 109. This claim for common law unfair competition arises under the common  
4 law of the State of Arizona.

5 110. The foregoing use in commerce by Defendants of Plaintiff's Trade Dress  
6 has caused and/or is likely to cause confusion, or mistake, or to deceive consumers  
7 as to the affiliation, connection, or association of Defendants with Plaintiff, or as to  
8 the origin, sponsorship, or approval of Defendants' goods, or commercial activities  
9 by Plaintiff.

10 111. Defendants' acts are willful.

11 112. By reason of the foregoing, Plaintiff has sustained, and unless  
12 Defendants are enjoined, will continue to sustain, injury and damages.

13 113. Defendants have unlawfully and wrongfully derived income and profits  
14 and have been unjustly enriched by the foregoing acts. Defendants' acts have caused,  
15 and unless enjoined will continue to cause, irreparable harm to Plaintiff for which  
16 there is no adequate remedy at law.

17 114. Plaintiff is entitled to, among other relief, injunctive relief and an award  
18 of actual damages, Defendants' profits, enhanced damages and profits, reasonable  
19 attorneys' fees, and costs of the action, together with prejudgment and post-judgment  
20 interest.

21 115. Because Defendants engaged in knowing, willful, and conscious  
22 disregard for the rights of Plaintiff, Defendants are guilty of oppression, fraud, and  
23 malice, entitling Plaintiff to an award of punitive damages.

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1 **FIFTH CLAIM FOR RELIEF**

2 **(Unjust Enrichment)**

3 116. Plaintiff hereby incorporates and realleges each and every allegation  
4 contained in each of the preceding paragraphs of this Complaint as if fully set forth  
5 herein.

6 117. As a result of the conduct alleged herein, Defendants have been unjustly  
7 enriched to Plaintiff's detriment. Plaintiff therefore seeks an accounting and  
8 disgorgement of all ill-gotten gains and profits resulting from Defendants' inequitable  
9 activities.

10 **DEMAND FOR JURY TRIAL**

11 118. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff respectfully  
12 demands a jury trial of all issues triable to a jury in this action.

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

- 15 A. A judgment and order adjudicating and declaring that Defendants have  
16 infringed the '788 Patent;  
17  
18 B. A judgment and order adjudicating and declaring that Defendants have  
19 infringed the '458 Patent;  
20  
21 C. A judgment and order adjudicating and declaring that Defendants have  
22 engaged in unfair competition;  
23  
24 D. A judgment and order permanently enjoining Defendants, its employees,  
25 agents, officers, directors, attorneys, successors, affiliates, subsidiaries,  
26 and assigns, and all of those in active concert and participation with any  
27 of the foregoing persons or entities from further infringement of the '788  
28 Patent, the '458 Patent and Plaintiff's Trade Dress;  
E. A judgment and order that Defendants must account for and pay actual  
damages (but no less than a reasonable royalty), to Plaintiff for

1 Defendants' infringement of the '788 Patent, the '458 Patent and/or  
2 Plaintiff's Trade Dress;

3 F. A judgment and order awarding Plaintiff the total profits realized by  
4 Defendants from their infringement of the '788 Patent and/or the '458  
5 Patent pursuant to 35 U.S.C. § 289;

6 G. A judgment and order declaring Defendants have willfully infringed the  
7 '788 Patent, the '458 Patent and/or Plaintiff's Trade Dress;

8 H. A judgment and order awarding Plaintiff enhanced damages up to three  
9 times any amount ordered under 35 U.S.C. § 284 and the amount found  
10 as actual damages for Defendants' trade dress infringement under 15  
11 U.S.C. § 1117(a);

12 I. A judgment ordering an accounting for any infringing sales not presented  
13 at trial and an award by the court of additional damages for any such  
14 infringing sales;

15 J. A determination that this case is exceptional under 35 U.S.C. § 285;

16 K. A determination that this case is exceptional under 15 U.S.C. § 1117;

17 L. A judgment and order awarding Plaintiff its reasonable attorneys' fees;

18 M. A judgment and order awarding Plaintiff its costs, expenses, and interest,  
19 including pre-judgment and post-judgment, as provided for by 35 U.S.C.  
20 § 284 and 15 U.S.C. § 1117;

21 N. A judgment and order awarding pre-judgment and post-judgment  
22 interest on each and every monetary award;

23 O. A judgment that the corporate Defendants are nothing more than the alter  
24 egos of the Zhang's and/or Ngan's, that the various corporate forms  
25 should be ignored, and that the corporate veils are rightfully pierced,  
26 making the Zhang's and/or Ngan's personally liable for any judgment  
27 against any of the corporate Defendants; and  
28

1 P. Granting Plaintiff any such other and further relief as this Court deems  
2 just and proper, or that Plaintiff may be entitled to as a matter of law or  
3 equity.

4 DATED: January 26, 2024

MESSNER REEVES LLP

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/s/ Gregory P. Sitrick  
Gregory P. Sitrick  
Isaac S. Crum  
Attorneys for Plaintiff Cozy Comfort  
Company LLC