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7 Attorneys for Plaintiff
BOTI GLOBAL LTD.

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10

11 BOTI GLOBAL LTD.,

12 Plaintiff,

13 v.

14 JAKKS PACIFIC, INC.,

15 Defendant.

Case No. 2:18-cv-00930

**BOTI GLOBAL LTD.’S
COMPLAINT AND DEMAND FOR
JURY TRIAL**

16
17 Plaintiff BOTI GLOBAL, LTD. brings suit for breach of implied-in-fact
18 contract / misappropriation of ideas, false advertising, trademark infringement, breach
19 of non-disclosure agreement, foreign patent infringement, and foreign trademark
20 infringement against Defendant JAKKS PACIFIC, INC., and alleges and states as
21 follows:
22

23 **THE PARTIES**

24
25 1. Plaintiff BOTI GLOBAL, LTD. (“Plaintiff” or “BOTI”) is a limited
26 liability company with its principal place of business at Unit 404A-5, 4/F, Tower 1,
27 South Seas Centre, No. 75 Mody Road, Tsim Sha Tsui, Kowloon, Hong Kong.
28

1 2. Defendant JAKKS PACIFIC, INC. (“Defendant” or “JAKKS”) is a
2 corporation organized and existing under the laws of the State of Delaware with its
3 principal place of business located, on information and belief, at 2700 Pennsylvania
4 Avenue, #1200, Santa Monica, CA 90404. JAKKS is a publicly-traded company on
5 the NASDAQ stock exchange, trading under “JAKK.”
6

7
8 **JURISDICTION AND VENUE**

9 3. This Court has subject matter jurisdiction over the claims because they
10 are between parties with complete diversity under 28 U.S.C. § 1332, and the amount
11 in controversy for each claim individually (and for the matter in controversy) exceeds
12 \$75,000.
13

14 4. This is also a civil action for trademark infringement, false advertising,
15 and patent infringement arising under 15 U.S.C. § 1125 and 35 U.S.C. §§ 1 *et seq.*
16 Because these claims arise under federal law, this Court has federal question
17 jurisdiction. Subject matter jurisdiction over the entire action is therefore proper
18 under 28 U.S.C. §§ 1331 and 1338(a), and all claims herein form part of the same
19 case or controversy for purposes of supplemental jurisdiction.
20
21

22 5. This Court has personal jurisdiction over JAKKS, as JAKKS’ principal
23 place of business is located in this district and the unlawful conduct they engaged in
24 was done and caused damages to BOTI in this district.
25

26 6. JAKKS’ minimum contacts with the forum are such that the exercise of
27 jurisdiction with respect to the claims herein comports with traditional notions of fair
28

1 play and substantial justice. JAKKS' contacts with this forum are both continuous
2 and systematic and are contacts out of which the claims herein directly arise.

3
4 7. Venue is proper in this judicial district under 28 U.S.C. §§ 1391(b), (c)
5 and (d), and 1400(b) because a substantial part of the events or omissions giving rise
6 to the claims occurred in this district and JAKKS resides in this district. JAKKS is
7 subject to personal jurisdiction in this judicial district, it principally resides in this
8 district, and repeatedly directed its activity toward this district, and engaged in the
9 acts of infringement, torts and contract breaches in material part in this judicial
10 district.
11
12

13 **GENERAL ALLEGATIONS**

14 **A. BOTI Invents Kaboinx with the "Bounce a Million" Branding**

15
16 8. BOTI invented a novel bouncing ball that includes a counting feature
17 that challenges the user to engage in a million bounces, with complimentary content
18 that encourages participation by users. BOTI carefully considered how to
19 successfully promote widespread adoption of the counting ball through a unique and
20 intriguing user experience. As a result, BOTI meticulously developed compelling
21 user-engagement features over a period of *years*, including features of the ball itself,
22 a website, phone app and potential television programming.
23
24

25 9. BOTI obtained patent protection across the world for certain aspects of
26 its inventions, including patents which have already been granted in China (PRC
27 Patent No. CN CN203525325U) and Hong Kong (HK Patent No. HK1188902). *See*,
28

1 e.g. CN203525325U. In addition, BOTI protected additional aspects of its counting
2 ball – including the user-engagement features – through NDAs and other
3 confidentiality measures.
4

5 10. BOTI’s counting balls are named “Kaboinx” and utilize the slogan
6 “Bounce a Million” (hereinafter, “Kaboinx Counting Ball” or “BOTI’s Counting
7 Ball”) – with the brand “Bounce a Million” being one that BOTI has protected via at
8 least the federal U.S. trademark process. *See* U.S. TM Ser. No. 87/744,946.
9

10 **B. BOTI and JAKKS Discuss Kaboinx and “Bounce a Million” Subject to**
11 **Non-Disclosure Agreement and Implied-In-Fact Contract Conditioning**
12 **Disclosure on Payment for Use**
13

14 11. In May 2016, BOTI and JAKKS entered into discussions concerning a
15 potential partnership over what BOTI explained to JAKKS as a “new piece of toy IP”
16 it was “actively working on.” BOTI explained that it would only disclose the new toy
17 IP with at least an applicable non-disclosure agreement.
18

19 12. Nico Blauw of BOTI and Ms. Tara Hefter of JAKKS signed a Non-
20 Disclosure Agreement (the “NDA”), effective May 13, 2016.
21

22 13. Subsequent to May 13, 2016, Nico Blauw met with JAKKS
23 representatives in Los Angeles, California to introduce the new toy – what BOTI
24 described as its Kaboinx Counting Ball. At this point, JAKKS involved a broad set
25 of additional personnel from their marketing, legal and licensing teams.
26
27
28

1 14. The parties promptly had a follow-up meeting at the May 2016 Las
2 Vegas Licensing Show. In conjunction with those meetings, BOTI shared detailed
3 written materials with JAKKS concerning these counting balls, all disclosed with the
4 implied condition and mutual understanding that payment would be required for any
5 use of the ideas pertaining to the counting balls.
6

7
8 15. On August 17, 2016, Takeshi Okajima of JAKKS described BOTI's
9 counting balls as "a very innovative idea."

10 16. JAKKS ultimately stated that it was not interested in BOTI's Kaboinx
11 Counting Ball on the grounds "it would be hard to manufacture that type of product."
12 JAKKS's Director of Global Licensing expressly acknowledged the product's
13 novelty but "passed" based on what he claimed to be a difficulty of production.
14
15

16 **C. JAKKS Steals and Exploits BOTI's Intellectual Property**

17 17. However, JAKKS did not actually decline the invention. Instead,
18 JAKKS took the information BOTI shared and produced BOTI's product without the
19 permission or involvement of BOTI.
20

21 18. On information and belief, JAKKS then went to a competitor of BOTI
22 ("Company 5") that it believed could undercut any pricing or terms for JAKKS to
23 produce the ball.
24

25 19. JAKKS has claimed that Company 5 had tried for many years to interest
26 companies in a generalized concept of a counting ball without success, because it
27 lacked the surrounding elements of a product that could become a worldwide
28

1 phenomenon.

2 20. The attached January 5, 2018 demand letter to JAKKS (**Exhibit 1**)
3 incorporated herein by reference contains a detailed non-exhaustive list of features
4 that the information disclosed to JAKKS about BOTI's counting ball revealed, and
5 shows the way in which JAKKS has copied that information into its own product.
6

7
8 21. On information and belief, the majority of these elements were not
9 present in any prior information JAKKS claims Company 5 allegedly supplied it.

10 22. JAKKS' motivation and impetus for these counting balls came from
11 BOTI's presentation. Moreover, JAKKS only achieved these elements of its knock-
12 off counting balls by incorporating what it learned about through BOTI's detailed
13 presentations of information.
14

15 23. JAKKS knew this would finally give it a counting ball that was more
16 than just a one-off product, but itself had the franchise potential to restore JAKKS to
17 its former financial position.
18

19 24. JAKKS is seeking to stop its decline in market value, which had been
20 steadily declining since August 2016:
21



1 25. JAKKS is making an entire product line of “Master a Million” counting
2 balls, including the following JAKKS products: UPCs 0-39897-40951-1, 0-39897-
3 40949-8, 0-39897-40948-1 and 0-39897-40950-4. These counting balls by JAKKS
4 are being produced, at least in part, in China and shipped out of Yantian, China.
5

6 26. JAKKS products are branded as “Master a Million” counting balls, a
7 copy of BOTI’s “Bounce a Million” slogan (JAKKS’ counting balls are hereinafter
8 referred to as “Master a Million Balls” or “Infringing Counting Balls”).
9

10 27. JAKKS began introducing the balls to various retailers and distributors
11 in September and October 2017, but did not broadly launch this product until the
12 early 2018 industry run of toy and licensing shows, including the January 8-11, 2018
13 Hong Kong Toy & Games Fair, January 23-25, 2018 London Toy Fair, January 31-
14 February 4, 2018 Nürnberg Toy Fair, and (anticipated) February 17-21, 2018 New
15 York Toy Fair.
16
17

18 28. JAKKS started production for a Spring 2018 release in various markets
19 such as the U.S., Canada, Nordics, Spain and the U.K., with production scheduled to
20 flood the market with hundreds of thousands of units manufactured in Asia.
21

22 29. Turning back to the information provided by BOTI to JAKKS, BOTI
23 guarded its information about the Kaboinx Counting Ball from public dissemination.
24

25 30. BOTI had prototypes and presentation materials for its Kaboinx
26 Counting Ball, but made only careful and confidential presentations to individual
27 prospects as it sought out a suitable trade partner (like JAKKS). There were no
28

1 authorized disclosures of this information to third parties outside of an express or
 2 implied understanding of confidentiality.

3
 4 31. The Non-Disclosure Agreement between BOTI and JAKKS (“NDA”)
 5 specifically identified the written material as subject to a requirement of
 6 confidentiality.

7
 8 32. The information provided to JAKKS included confidentiality labeling.
 9 The NDA prohibits any “use [of] the Information otherwise than for the Purpose,”
 10 with the “Purpose” carefully limited to “[r]eview of BOTI IP by JAKKS for
 11 potentially multi-territory toy rights and possible co-production animation
 12 opportunities.” *Id.* at ¶2 & Annex I thereto at ¶3.

13
 14 33. JAKKS did the opposite, using BOTI’s information and cutting BOTI
 15 out, developing JAKKS own competitive product.

16
 17 34. JAKKS’ competitive product’s design is indistinguishable from BOTI’s
 18 Kaboinx Counting Ball, including:

Kaboinx Bounce a Million Ball	“Master a Million” Ball
<p>Product design:</p> <ol style="list-style-type: none"> 1. Rectangular “face” display 2. Spherical shape 3. Rubber material 4. Single digital screen in center of ball 5. Color options including yellow 6. Screen is digital and lights up 7. “No button” design 8. Milestones – secret trophy rooms and achievements can be unlocked 	<p>Product design:</p> <ol style="list-style-type: none"> 1. Rectangle display 2. Spherical shape 3. Rubber material 4. Single digital screen in center of ball 5. Color options include yellow 6. Screen is digital and lights up 7. No buttons 8. Milestones – ball lights up and has animation at every 500 bounces

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<ul style="list-style-type: none"> 9. Targeted at young children (specifically boys age 6-10) 10. Menu is emotive icon driven – no language needed 11. Kids can challenge each other to “Bounce a Million” 12. Ball counts every bounce 13. Has an app for Smart phones and Tablets 14. Drive user-generated content through website/app including “community platform” and social media platforms 15. “World” high score list on website/app 16. Use of website/app to participate in specific competitions 17. Use of bounce challenge events in-store, mall or online 	<ul style="list-style-type: none"> 9. Targeted at children in “elementary school” 10. Menu is emotive icon driven – no language needed 11. Kids encouraged to “Bounce a Million” to compete globally 12. Ball counts every bounce 13. Has an app for Smart Phones and Tablets 14. Drive user-generated content through website/app’s “community” and “live feed” sections and social media platforms 15. “Leader Board” on website/app, including cities worldwide 16. Use of website/app to compete with friends or by city 17. Retailer competitions listed on website/app
<p>Packaging (generally):</p> <ul style="list-style-type: none"> 1. Blister packaging 2. Modified 4-sided design 	<p>Packaging (generally):</p> <ul style="list-style-type: none"> 1. Blister packaging 2. 4-sided design
<p>Front of packaging:</p> <ul style="list-style-type: none"> 1. Distinctive concentric circle and primary color design pattern 2. Ball in clear plastic center of flat packaging which may be hung on a rack 3. Upper left of packaging emphasizes “bouncing game” 4. Middle vowel “O” emphasized with ball bouncing through it 5. Another tagline at the bottom of packaging, under plastic ball compartment 6. Color scheme using yellow, white, and one other primary color (e.g. red). 7. Distinctive use of illustrated motion lines “behind” the toy ball, used to indicate direction, force, and bounce 	<p>Front of packaging:</p> <ul style="list-style-type: none"> 1. Distinctive concentric circle and primary color design pattern 2. Ball in clear plastic center of flat packaging which may be hung on a rack 3. Upper left of packaging emphasizes “bounce to a million” 4. Middle vowel “A” emphasized with distinct blue color 5. Another tagline at the bottom of packaging, under plastic ball compartment 6. Color scheme using yellow, white, and one other primary color (e.g. blue). 7. Distinctive use of illustrated motion lines “behind” the toy ball, used to indicate direction, force, and bounce

<p>8. Website listed at bottom of cardboard packaging, centered beneath the ball</p> <p>Back of packaging:</p> <ol style="list-style-type: none"> 1. Yellow circle on back packaging blister 2. Three primary colors layered in concentric circles drawing attention to ball in clear plastic portion at center 3. Depictions of Kaboinx Counting Balls surrounding the plastic ball compartment on the back of the packaging 	<p>8. Website listed at bottom of cardboard packaging, centered beneath the ball</p> <p>Back of packaging:</p> <ol style="list-style-type: none"> 1. “Bounce to a million” written on a virtually identical yellow concentric outline design around the ball on the packaging 2. Concentric circles drawing attention to ball in clear plastic portion at center 3. Depictions of Master A Million Balls surrounding the plastic ball compartment on the back of the packaging
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35. Pictures of a JAKKS trade show booth promoting the Infringing Counting Balls are attached as **Exhibit 2**.

36. JAKKS’ packaging and marketing materials also falsely claim its counting ball is “The Original.” However, its ball is a copy of BOTI’s counting ball and its detailed elements. It is not “The Original.” Such claim expressly makes a false claim of originality and expressly and impliedly makes the false claim that BOTI’s counting ball is not the original ball with said detailed features.

37. JAKKS’ packaging, marketing and advertising material, website, app and social media all prominently emphasize a confusingly-similar variant of BOTI’s “Bounce a Million” trademark, the term that was prominently used in the materials BOTI supplied to JAKKS’ marketing personnel.

38. Additionally, JAKKS’ Master a Million Ball’s name – “Master a Million” – is confusingly similar and indistinguishable to “Bounce a Million” by the

1 typical targeted consumer.

2 39. JAKKS has not compensated BOTI for use of its ideas.

3
4 40. Instead, in response to a demand letter sent to JAKKS on January 5,
5 2018, JAKKS responded by claiming permissible use because: (1) the people whom
6 BOTI presented to at JAKKS were different than the product development persons
7 who Company 5 presented to in JAKKS' "Seasonal Division," and (2) JAKKS had
8 previously been approached by this other Company 5 offering a "counting ball" since
9 2012. Both assertions offer no excuse for JAKKS' misconduct.
10

11
12 41. JAKKS' team to whom BOTI presented involved overlapping team
13 members, who oversaw and are responsible for all new product development.

14
15 42. JAKKS claims Company 5 had presented a counting ball concept
16 repeatedly over the prior years which JAKKS had repeatedly declined. But it was not
17 until BOTI's presentation of its counting ball – including the features identified above
18 – that JAKKS understood how to create and market a counting ball that would be a
19 phenomenon and success in the marketplace.
20

21 43. Despite rejecting Company 5's presentations for years, after meeting
22 with BOTI in mid-2016, tellingly JAKKS met with Company 5 in order produce a
23 counting ball.
24

25 44. The ball JAKKS produced is a copycat of BOTI's ball.

26
27 45. JAKKS' response to BOTI's demand letter ignored a crucial aspect of
28 JAKKS' conduct. Although BOTI's demand letter (Exhibit 1 hereto) contained the

1 very-detailed above table listing the product offering features JAKKS had taken from
2 BOTI's presentations, JAKKS simply made a sweeping claim that Company 5
3 already had a counting ball idea. No attempt was made by JAKKS to show
4 documentation supplied by Company 5 prior to BOTI's sharing of information in
5 mid-2016 or to refute how each identified element in the above-mentioned table was
6 previously provided to JAKKS by Company 5. That is because it did not happen.
7
8

9 46. JAKKS' CEO, Steve Berman, has called the Infringing Counting Ball
10 the "next big thing."
11

12 47. Thus, as a result of JAKKS' conduct asserted herein, JAKKS' stock
13 price substantially rose on news of the Infringing Counting Ball. Specifically,
14 JAKKS' stock price was \$2.25 on December 28, 2017 (and \$2.35 just before the
15 London Toy Fair began), but rose to \$2.65 by January 26, 2018 – the day after the
16 London Toy Fair ended in which JAKKS extensively promoted its Infringing
17 Counting Ball. This represents a resulting increase in market cap of approximately
18 \$11 million or approximately 18% at a time when JAKKS does not even have an
19 active website, as shown below:
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FIRST CLAIM FOR RELIEF

BREACH OF IMPLIED-IN-FACT CONTRACT / MISAPPROPRIATION OF IDEAS

48. BOTI realleges all allegations in this Complaint as if stated herein.

49. JAKKS has violated its implied-in-fact contract to compensate BOTI for use of its ideas.

50. BOTI prepared its ideas for its counting ball product and disclosed them to JAKKS for sale on condition of nondisclosure at the May 2016 meeting between the parties.

51. The circumstances attending disclosure show that JAKKS voluntarily accepted the disclosure knowing the conditions of payment for use of ideas on which the information was tendered, as further also confirmed by the negative promises of nondisclosure.

1 52. JAKKS had every opportunity to reject the conditions of the disclosure
2 but did not, instead inviting the disclosures – (1) first when JAKKS agreed to the
3 initial meet-up on May 13, 2016, where JAKKS involved its marketing and licensing
4 personnel (Mr. John Blaney, E.V.P., Boy’s Marketing, Mr. Michael Bernstein, SVP
5 Marketing, Mr. Wibo Westdijk, VP International Sales & Marketing and Mr. Takeshi
6 Okajima, Director of Global Licensing) in the active discussion about the toy
7 innovation, and (2) for the second meeting, which included at least Tara Hefter, V.P.
8 Worldwide Licensing and Takeshi Okajima, Director Global Licensing, and still
9 again (3) when the NDA was signed with the promise that all information “will be
10 held confidential no matter what,” in order to receive the written materials concerning
11 BOTI’s toy innovation.
12

13 53. JAKKS made unauthorized use of the disclosed ideas in connection with
14 the Infringing Counting Ball without any compensation paid to BOTI. The use is of
15 the kind of use left uncompensated which would diminish or destroy the value of the
16 property.
17

18 54. For JAKKS’ breach of implied-in-fact contract, BOTI is entitled to at
19 least compensatory damages (including the reasonable value of the ideas) and
20 disgorgement of profits.
21

22 55. JAKKS’ breach of implied-in-fact contract has caused damage to BOTI
23 in an amount to be determined at trial, but exceeding \$75,000.
24
25
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1 56. JAKKS' conduct has caused and will continue to cause immediate and
2 irreparable harm to BOTI for which there is no adequate remedy at law, unless this
3 Court enjoins and restrains such activities. BOTI is entitled to temporary,
4 preliminary and permanent injunctive relief, including preventing this conduct from
5 continuing or expanding.
6

7
8 **SECOND CLAIM FOR RELIEF**

9 **LANHAM ACT FALSE ADVERTISING (15 U.S.C. § 1125), COMMON LAW**

10 57. BOTI realleges all allegations in this Complaint as if stated herein.

11
12 58. JAKKS, in connection with its Master a Million product, uses in
13 interstate commerce and in commercial advertising, both in the U.S. and abroad in a
14 manner so as to substantially effect U.S. commerce, the false description of its
15 product as the "The Original" counting ball product.
16

17 59. JAKKS' counting ball is a copy of BOTI's counting ball with its
18 advanced product offering of specific features, and thus, was not the first of its kind,
19 as claims of originality assert.
20

21 60. This statement inappropriately conveys that JAKKS' Master a Million
22 product is the "original" of this counting ball toy, and simultaneously that BOTI's
23 product is *not* the original.
24

25 61. JAKKS is aware that BOTI's counting ball was the first of its kind, as
26 BOTI demonstrated its sample balls in the May 2016 meeting with JAKKS.
27
28

1 70. JAKKS’ packaging, website, app and social media all appear to
2 prominently emphasize a confusingly-similar variant of BOTI’s “Bounce a Million”
3 trademark. The term was prominently used in the materials BOTI supplied to
4 JAKKS’ marketing personnel.
5

6 71. Additionally, JAKKS’ Master a Million Ball’s name – “Master a
7 Million” – is confusingly similar and indistinguishable from “Bounce a Million” by
8 the typical targeted consumer.
9

10 72. JAKKS’ use of this mark constitutes unfair competition.
11

12 73. JAKKS has willfully and intentionally committed trademark
13 infringement and unfair competition by using in commerce one or more marks or
14 product names that are confusingly similar to BOTI’s mark to identify JAKKS’
15 products in a way that is likely to cause confusion, mistake, or deception as to
16 whether JAKKS has a connection with BOTI.
17

18 74. As a direct and proximate result of the infringement complained of
19 herein, BOTI has been damaged in an amount to be determined at trial, but exceeding
20 \$75,000.
21

22 75. For JAKKS’ infringement, BOTI is entitled to disgorgement of profits,
23 compensatory damages, and attorneys’ fees.
24

25 76. The circumstances warrant trebling of damages and an award of
26 attorneys’ fees, including for the willful and deliberate acts of infringement by
27 JAKKS, pursuant to 15 U.S.C. § 1117(a).
28

1 of \$75,000.

2 83. BOTI is entitled, as a result of JAKKS' breach, to disgorgement of
3 profits and compensatory damages.
4

5 84. JAKKS' conduct has caused and will continue to cause immediate and
6 irreparable harm to BOTI for which there is no adequate remedy at law, unless this
7 Court enjoins and restrains such activities. BOTI is entitled to temporary,
8 preliminary and permanent injunctive relief, including preventing this conduct from
9 continuing or expanding.
10

11 **FIFTH CLAIM FOR RELIEF**

12 **FOREIGN PATENT INFRINGEMENT**

13 85. BOTI realleges all allegations in this Complaint as if stated herein.
14

15 86. People's Republic of China Patent No. CN CN203525325U and Hong
16 Kong Patent No. HK1188902 (together, along with any other foreign patents issued
17 up to the time of judgment, "the Patents") have been duly and legally issued to BOTI,
18 who has the right to enforce these patents. The Court has diversity subject-matter
19 jurisdiction over this claim and, in any event, has additional supplemental
20 jurisdiction.
21
22

23 87. JAKKS has infringed and continues to infringe the Patents by (in the
24 respective territories of the Patents) making, using, selling, offering for sale,
25 importing, and/or actively inducing others to use the Master a Million counting balls
26 that infringe one or more of the claims in the respective territories' Patent, including
27
28

1 at least Claim 1 of China Patent No. CN CN203525325U, and is thus liable for
2 foreign patent infringement.

3
4 88. JAKKS' infringement of the Patents has caused and continues to cause
5 damage to BOTI in an amount to be determined at trial.

6
7 89. JAKKS' conduct has caused and will continue to cause immediate and
8 irreparable harm to BOTI for which there is no adequate remedy at law, unless this
9 Court enjoins and restrains such activities. BOTI is entitled to temporary,
10 preliminary and permanent injunctive relief, including preventing this conduct from
11 continuing or expanding.

12
13 90. JAKKS knew of the Patents prior to the filing of this lawsuit.

14
15 91. JAKKS' infringement of the Patents was willful and deliberate, entitling
16 BOTI to damages, disgorgement of profits, and/or royalties, enhanced for the subject
17 conduct, as well as and fees and costs incurred in prosecuting this action.

18
19 **SIXTH CLAIM FOR RELIEF**

20 **FOREIGN TRADEMARK INFRINGEMENT**

21 92. BOTI realleges all allegations in this Complaint as if stated herein.

22
23 93. BOTI owns the "Bounce a Million" mark, which is a valid, distinctive,
24 and protectable trademark (U.S. TM Ser. No. 87,744,946).

25 94. BOTI's mark is inherently distinctive, and exclusively belongs to BOTI
26 for counting ball.
27
28

1 95. JAKKS’ packaging, website, app and social media all prominently
2 emphasize a confusingly-similar variant of BOTI’s “Bounce a Million” trademark.
3
4 The term was prominently used in the materials BOTI supplied to JAKKS’ marketing
5 personnel.

6 96. Additionally, JAKKS’ Master a Million Ball’s name – “Master a
7 Million” – is confusingly similar and indistinguishable to “Bounce a Million” by the
8 typical targeted consumer.
9

10 97. JAKKS’ use of this mark constitutes unfair competition.

11 98. JAKKS has willfully and intentionally committed trademark
12 infringement and unfair competition by using in commerce one or more marks or
13 product names that are confusingly similar to BOTI’s mark to identify JAKKS’
14 products in a way that is likely to cause confusion, mistake, or deception as to
15 whether JAKKS has a connection with BOTI,
16
17

18 99. As a direct and proximate result of the infringement complained of
19 herein, BOTI has been damaged in an amount to be determined at trial, but exceeding
20 \$75,000.
21

22 100. For JAKKS’ infringement, BOTI is entitled to disgorgement of profits,
23 compensatory damages, and attorneys’ fees.
24

25 101. The circumstances warrant enhancement of damages and an award of
26 attorneys’ fees and costs, including for the willful and deliberate acts of infringement
27 by JAKKS.
28

1 10. Such other relief as the Court may deem just and proper.

2 Dated: February 6, 2018

MINTZ LEVIN COHN FERRIS GLOVSKY
AND POPEO PC

3
4 By /s/Ben L. Wagner

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18 Attorneys for Plaintiff
19 BOTI GLOBAL LTD.
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DEMAND FOR JURY TRIAL

Plaintiff BOTI GLOBAL LTD. demands a trial by jury on all claims so triable.

Dated: February 6, 2018

MINTZ LEVIN COHN FERRIS GLOVSKY
AND POPEO PC

By /s/Ben L. Wagner

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Ben L. Wagner
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