

J137-3458

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

_____)	Civ. Action No. _____
E. Mishan & Sons, Inc.,)	
)	COMPLAINT FOR FALSE
Plaintiff,)	ADVERTISING AND UNFAIR
)	COMPETITION
v.)	
)	JURY TRIAL DEMANDED
Smart and Eazy Corp., and)	
MasterPan, Inc.,)	
)	
Defendants.)	
_____)	

Plaintiff E. Mishan & Sons, Inc. (“Emson” or “Plaintiff”), by its attorneys, for its Complaint against Defendants Smart and Eazy, Corp. (“S&E”), and MasterPan, Inc. (“MasterPan”), (collectively “Defendants”) alleges as follows.

JURISDICTION AND VENUE

1. This is an action for false advertising and unfair competition arising under 15 U.S.C. § 1125(a) of the Trademark Act of 1946, (also known as the “Lanham Act”).

2. This Court has original subject matter jurisdiction over the federal claims in this action pursuant to 15 U.S.C. § 1121(a) and 28 U.S.C. § 1331 as these claims arise under the laws of the United States, specifically the Lanham Act.

3. This Court alternatively has original jurisdiction under 28 U.S.C. § 1332(a) because the parties are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

4. This Court has personal jurisdiction over S&E because S&E transacts business in New York or contracts to supply goods or services in New York.

5. This Court has personal jurisdiction over MasterPan because MasterPan transacts business in New York or contracts to supply goods or services in New York.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391.

THE PARTIES

7. Emson is a New York corporation with a place of business at 230 Fifth Avenue, New York, New York 10001.

8. S&E is a California corporation with a registered principal place of business at 3551 Philadelphia Street, Chino CA 91710. Attached as Exhibit A is a true and correct copy of S&E's Statement of Information filed with the California Secretary of State.

9. MasterPan is a California corporation with a registered principal place of business at 3551 Philadelphia Street, Chino, California 91710. Attached as Exhibit B is a true and correct copy of MasterPan's Statement of Information filed with the California Secretary of State.

10. On information and belief, both S&E and MasterPan have moved to 13445 Estelle Street, Corona, California 92879.

STATEMENT OF FACTS COMMON TO ALL CLAIMS FOR RELIEF

A. Emson and Its Activities

11. Emson markets and sells consumer products throughout the United States to wholesale customers and direct to consumers through print media, the Internet and direct response television advertising.

12. Since at least 2015, Emson has marketed and sold a line of non-stick cookware and bakeware, including pots and pans, under the trademark “Gotham Steel.”

13. The Gotham Steel pots and pans are made of aluminum and have a copper-colored, non-stick ceramic and titanium coating on the cooking surface.

14. Emson has extensively advertised and sold the Gotham Steel pots and pans through direct response television (“DRTV”) commercials broadcast on cable television channels including Food Network, Cooking Channel, Bravo, CNN, ESPN News, ESPN2, Fox News, MSNBC, HGTV, Discovery, TNT, TBS, Lifetime, MTV, Tru TV, AMC, Comedy Channel, among others.

15. Emson has spent over ten million dollars on advertising Gotham Steel cookware on television.

16. Among other things, DRTV advertising creates consumer product awareness that drives sales at the retail store level and through other distribution channels.

17. Emson sells the Gotham Steel pots and pans throughout the United States, including New York and this district, directly to consumers through Internet websites and to nationwide retailers such as Bed, Bath & Beyond, Wal-Mart, Amazon.com, Target, J.C. Penney, Kohl's, and Kmart for resale to consumers.

18. Emson's retail packaging and label inserts for the Gotham Steel pots and pans include an  ("As Seen On TV") logo.

19. Emson prominently displays the "As Seen On TV" logo on its Internet websites, *www.emsoninc.com* and *www.gothamsteel.com*, which feature the Gotham Steel pots and pans and Emson displays the logo in printed advertisements and promotional materials.

20. Emson has sold hundreds of thousands of Gotham Steel pots and pans labelled and/or packaged in retail boxes printed with the "As Seen On TV" logo.

21. The "As Seen On TV" status of a product is important to Emson's marketing of its Gotham Steel products in extended markets such as direct response print media, retail outlets, mail order catalogues and via the Internet.

22. The use of the "As Seen On TV" logo in connection with Emson's Gotham Steel products capitalizes on consumer awareness of the product created

by its DRTV advertising and the resulting enhanced recognition as DRTV advertised products improves sales in the extended markets and extends the life cycle of the products beyond their television marketing.

23. In the eyes of retailers and other non-television direct response marketers, the “As Seen On TV” status of a product enhances the product’s overall consumer appeal and acceptance of the product and increases sales.

B. Defendants And Their Activities

24. On information and belief, long after Emson introduced the Gotham Steel pots and pans, Defendants began to market and sell cookware under the trade mark “The Original Copper Pan.”

25. On information and belief, Defendants sell The Original Copper Pan cookware products directly to consumers, including consumers in this district, via the Internet and, as well, to retailers for resale to consumers, in competition with Emson’s Gotham Steel Cookware.

26. Although Emson and other competitors have sold copper-colored cookware before Defendants, Defendants claim to be the “Original” copper pan.

27. On information and belief, by Defendants’ branding of its products as The **Original** Copper Pan, Defendants are attempting to deceive the public by falsely and deceptively conveying to consumers that its cookware is the first of its

kind and that Emson's (and other's) products are not the originals but are instead mere imitations of Defendants' cookware.

28. On information and belief, Defendants' false and deceptive use of the descriptor "original" is part of a pattern of false advertising on its part.

29. Defendants claim that The Original Copper Pan cookware is "copper-infused," is "made of ultra-tough copper," and has "copper construction."

30. Defendants also use an "As Seen On TV" logo in their advertising.

31. The Original Copper Pan cookware of Defendants includes at least the following cookware products:



a 10" fry pan,



a 12" fry pan,



a set with a 10" and a 12" fry pan



a 12” wok,



an 11” square griddle pan,



an 11” deep square grill pan



a 12” crisper tray, and



a 9.5” square fry pan.

32. Each of The Original Copper Pans has a copper-colored cooking surface.

33. On information and belief, in 2016, Defendants created and currently continue to operate, a website at *www.theoriginalcopperpan.com* for marketing and selling The Original Copper Pan cookware (the “OCP Website”). The OCP Website is accessible through the Internet to persons in New York, including this district. Attached as Exhibit C is a true and correct copy of The OCP Website catalog page for these products.

34. According to records of the United States Patent and Trademark Office, the trademark “The Original Copper Pan,” Registration No. 5390167, is owned by Dreambiz Ltd. of Hong Kong. Attached hereto as Exhibit D is a true and

correct copy of the U.S.P.T.O. website information page for the trademark “The Original Copper Pan.”

35. On information and belief, Dreambiz Ltd. has shipped non-stick cookware on several occasions to, and only to, S&E. On information and belief, prior to Feb. 5, 2018, such shipments were to 3551 Philadelphia Street, Chino CA 91710; thereafter, shipments were to 13445 Estelle Street, Corona CA, 92879.

36. Three 12” frying pans were purchased from the OCP Website and shipped to Plaintiff’s representative in New York bearing a shipping label with a return address of 13445 Estelle Street, Corona CA 92879.

1. Defendants’ False Claims That Their Cookware Is Made of Copper

37. The OCP Website advertises a 12” fry pan. Attached as Exhibit E is a true and correct copy of screen prints from The OCP Website ad for the 12” fry pan.

38. The OCP Website describes the 12” fry pan as “nonstick ceramic plus copper” and having a “durable, copper-infused nonstick ceramic cooking surface.” It further advertises that the pan has “aluminum, stainless steel, ceramic and copper construction.”

39. The OCP Website makes the exact same claims for the 10” fry pan. Attached as Exhibit F is a true and correct copy of screen prints from the OCP Website ad for the 10” fry pan.

40. The OCP Website also advertises a combination set of both the 10” and 12” pans. This advertisement verbatim repeats the claims made for each of the 10” and 12” pans. Attached as Exhibit G is a true and correct copy of screen prints from the OCP Website ad for the combination set.

41. The “About Us” page of the OCP Website also claims its cookware is “made of ultra-tough Copper!” Attached as Exhibit H is a true and correct copy of screen prints from the OCP Website “About Us” page.

42. The OCP Website pages for the remaining five products in the Original Copper Pan line of cookware do not expressly claim to contain copper, but the About Us page of the OCP Website generally claims its cookware is “made of ultra-tough Copper!” (*See* Exhibit H).

43. The 10” and 12” Original Copper Pan fry pans are also sold on *www.groupon.com*. Attached as Exhibits I and J are true and correct copies of screen shots of the advertisements for these pans on *www.groupon.com*. The 10” pan and 12” pan bear The Original Copper Pan trademark and are indicated as “Sold by MasterPan” at “3551 Philadelphia St.”

44. An additional advertisement on *www.groupon.com* for the Original Copper Pans offer a set containing one 10” and one 12” fry pan. Attached as Exhibit K is a true and correct copy of a screen shot from *www.groupon.com* for the advertisement of the combination set. These pans also bear The Original

Copper Pan trademark. The advertisement also claims the pans “combine[] nonstick ceramic plus copper” and have “aluminum, stainless steel, ceramic and copper construction.”

45. Samples of The Original Copper Pan 12” pans purchased from the OCP Website were tested by an independent test laboratory.

46. The test results indicate that the cores of each of the tested Original Copper Pans had undetectable levels of copper and, as well, that “the samples do not indicate the presence of copper (Cu) on the inner coating of any of the samples.”

47. Defendants’ representations in commerce, in the commercial advertising on the OCP Website that the cookware is “infused” with copper and similar representations, when it is not, are literally false.

48. Defendants’ representations, inter alia, that The Original Copper Pan cookware is infused with copper, constitute a material misrepresentation and misleads consumers.

2. Defendants’ False Claims That Its Cookware Is “As Seen On TV”

49. The OCP Website advertisements for the 10” fry pan and for the 12” fry pan (*See* Exhibits E and F) each contain two instances of the “As seen on TV” slogan. The OCP Website advertisement for the combo set has four instances of the “As seen on TV” slogan (*See* Exhibit G).

50. On information and belief, Defendants have not advertised any of The Original Copper Pan cookware on television or any television advertising for Defendants' cookware has been miniscule.

51. Defendants' representation in commerce, in commercial advertising for The Original Copper Pans, as being "As seen on TV" products is literally false.

52. The use of the "As seen on TV" slogan by Defendants is a material misrepresentation.

53. Defendants' mislead consumers into believing that Defendants' cookware is the cookware that has been heavily advertised on television, and usurps the benefits of Plaintiff's extensive advertising campaign, substantial investment and the goodwill and advertising value of Emson's DRTV advertising.

54. Defendants' use of the "As seen on TV" slogan constitutes false advertising.

55. Defendants' false advertising tends to divert sales from Emson, trade off the goodwill built up by Emson's extensive television advertising campaign to create public recognition of its products, and deceive the buying public.

3. *Defendants' False Claims That Its Copper Pans Are The "Original"*

56. All of the copper pans in The Original Copper Pan line use the description "Original" in their name. (See Exhibit C).

57. On information and belief, Defendants are not the first to market copper-colored cookware.

58. The designation of Defendants' cookware as the "original" copper pan, when it is not the first of its' kind is literally false.

59. The use of the term "original" by Defendants is a material misrepresentation.

60. Defendants mislead consumers into believing that Defendants originated this category of cookware and other competitors did not.

61. Defendants' use of the term "original" constitutes false advertising.

62. Defendants' false advertising tends to divert sales from Emson, trade off the goodwill built up by Emson's extensive television advertising campaign to create public recognition of its products, and deceive the buying public.

63. Defendants have caused and continue to cause false advertisements of The Original Copper Pan cookware to appear in commercial advertisements circulated in interstate commerce, in New York and in this judicial district.

64. The Defendants' acts of false advertising are willful and intentional.

65. If Defendants are permitted to continue marketing, selling and distributing its products using the false and misleading claims that its cookware is "copper-infused," "made of ultra-tough Copper," are "As seen on TV," and are the "original" copper pans, Emson is likely to lose future business from other retailers,

distributors and sellers of its products and from consumers who will be mistaken, deceived or confused.

FIRST CLAIM

False Advertising – “Original” – 15 U.S.C. 1125(a)(1)(B)

(Against all Defendants)

66. Emson repeats and re-alleges the allegations of paragraphs 1-65 of this Complaint as if set forth fully herein.

67. This is a claim for false advertising arising under Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. §1125(a)(1)(B).

68. Emson, among others, has sold copper-colored cookware in interstate commerce since as early as 2015.

69. On information and belief, in or about 2016, Defendants introduced its line of competing cookware into interstate commerce under the name “The Original Copper Pan.”

70. As Defendants’ copper-colored cookware is not the first of its kind, the use of the word “original” in its advertising in interstate commerce is literally false.

71. Defendants’ false statements constitute a false and misleading description in commercial advertising about the nature, characteristics or qualities of Defendants’ products in violation of Section 43(a) of the Lanham Act.

72. Defendants' false and misleading advertising are material misstatements and injure Plaintiff, its customers and consumers.

73. Defendants' false claims have a strong tendency to deceive the relevant consuming public into believing that Defendant's cookware is the first of its kind and that all others are imitations of Defendants' products. As such, Defendants' false statements will have a material effect on the purchasing decision of the relevant consuming public.

74. As a direct and proximate result of Defendants' conduct as herein alleged, Emson has suffered and will continue to suffer damages by a diversion of sales in an amount that is presently unknown but which will be determined at trial.

75. Defendants' conduct as herein alleged has caused, and unless restrained and enjoined will continue to cause, immediate and irreparable harm to Emson, such as a lessening of its goodwill, which cannot be adequately compensated or measured by money alone. Emson has no adequate remedy at law and is thus entitled to preliminary and permanent injunctive relief preventing Defendants from continuing to refer to its copper cookware as "original."

76. Emson is informed and believes, and based thereon alleges that Defendants engaged in the foregoing conduct knowingly, willfully, and oppressively, intending to confuse, deceive and materially influence the public by its false and misleading statements. Defendants' conduct constitutes a willful and

extraordinary violation of Section 43(a) of the Lanham Act and is an exceptional case within the meaning of Section 35 of the Lanham Act, 15 U.S.C. §1117, entitling Plaintiff to recover additional damages, reasonable attorneys' fees and costs of this action.

SECOND CLAIM

False Advertising – “Copper” – 15 U.S.C. 1125(a)(1)(B)

(Against all Defendants)

77. Emson repeats and re-alleges the allegations of paragraphs 1-76 of this Complaint as if set forth fully herein.

78. This is a claim for false advertising arising under Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C §1125(a)(1)(B).

79. Defendants have made and distributed, in interstate commerce, commercial advertisements that contain literally false and misleading material statements of fact that their cookware is “copper-infused,” of “copper construction,” and “made of ultra-tough Copper!” These claims are literally false.

80. Defendants' false statements constitute a false and misleading description in commercial advertising about the nature, characteristics or qualities of Defendants' products in violation of Section 43(a) of the Lanham Act.

81. Defendants' false and misleading advertising are material misstatements and injure Plaintiff, its customers and consumers.

82. Defendants' false claims have a strong tendency to deceive the relevant consuming public into believing that Defendant's cookware possesses qualities which it lacks, for example, that such cookware has superior characteristics to its competitors or are made of copper. As such, Defendants' false statements will have a material effect on the purchasing decision of the relevant consuming public.

83. As a direct and proximate result of Defendants' conduct as herein alleged, Emson has suffered and will continue to suffer damages by a diversion of sales in an amount that is presently unknown but which will be determined at trial.

84. Defendants' conduct as herein alleged has caused, and unless restrained and enjoined will continue to cause, immediate and irreparable harm to Emson, such as a lessening of its goodwill, which cannot be adequately compensated or measured by money alone. Emson has no adequate remedy at law and is thus entitled to preliminary and permanent injunctive relief preventing Defendants from continuing to refer to its cookware as in any way made of or containing copper.

85. Emson is informed and believes, and based thereon alleges that Defendants engaged in the foregoing conduct knowingly, willfully, and oppressively, intending to confuse, deceive and materially influence the public by its false and misleading statements. Defendants' conduct constitutes a willful and

extraordinary violation of Section 43(a) of the Lanham Act and is an exceptional case within the meaning of Section 35 of the Lanham Act, 15 U.S.C. §1117, entitling Plaintiff to recover additional damages, reasonable attorneys' fees and costs of this action.

THIRD CLAIM

False Advertising – “As seen on TV” – 15 U.S.C. 1125(a)(1)(B)

(Against all Defendants)

86. Emson repeats and re-alleges the allegations of paragraphs 1-85 of this Complaint as if set forth fully herein.

87. This is a claim for false advertising arising under Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C §1125(a)(1)(B).

88. By virtue of Emson's efforts in, and expenditures upon, advertising and, in particular DRTV television advertising, of its Gotham Steel pots and pans, such products have been marketed throughout the United States with the “As Seen On TV” logo resulting in substantial and valuable goodwill.

89. The offer for sale and sale of Defendants' products in interstate commerce bearing representations that it is “As seen on TV,” when it has not been advertised on television, falsely and misleadingly describes the nature, characteristics or qualities of Defendants' products. These claims are literally false.

90. Defendants' false and misleading advertising statements are material misrepresentations and injure Plaintiff, its customers and consumers.

91. Due to the widespread exposure of Emson's television ads to the public, defendants' claim that its products are "As seen on TV" has a strong tendency to deceive a substantial part of the relevant consuming public who are interested in purchasing genuine "As Seen On TV" products into believing that Defendants' cookware is that which has been heavily advertised on television, when in fact it has not been, or where any TV advertising has been miniscule. As such, Defendants' false statements will have a material effect on the purchasing decision of the relevant consuming public.

92. As a direct and proximate result of Defendants' false advertising for The Original Copper Pans on commercial advertisements in commerce as herein alleged, Emson has suffered and will continue to suffer damages by a diversion of sales in an amount that is presently unknown but which will be determined at trial.

93. Defendants' conduct as herein alleged has caused, and unless restrained and enjoined will continue to cause, immediate and irreparable harm to Emson, such as a lessening of its goodwill, which cannot be adequately compensated or measured by money alone. Emson has no adequate remedy at law and is thus entitled to preliminary and permanent injunctive relief preventing Defendants from continuing to refer to its cookware "As seen on TV."

94. Emson is informed and believes, and based thereon alleges that Defendants engaged in the foregoing conduct knowingly, willfully, and oppressively, intending to confuse, deceive and materially influence the public by its false and misleading statements. Defendants' conduct constitutes a willful and extraordinary violation of Section 43(a) of the Lanham Act and is an exceptional case within the meaning of Section 35 of the Lanham Act, 15 U.S.C. §1117, entitling Plaintiff to recover additional damages, reasonable attorneys' fees, and costs of this action.

FOURTH CLAIM

Unfair Competition, False Designation of Origin, False Description of Fact, And Misrepresentation of Fact – “As seen on TV” – 15 U.S.C. 1125(a)(1)(A)

(Against all Defendants)

95. Emson repeats and re-alleges the allegations of paragraphs 1-94 of this Complaint as if set forth fully herein.

96. This is a claim for unfair competition, false designation of origin of goods, false description and misrepresentation arising under Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C §1125(a)(1)(A).

97. By virtue of Emson's efforts in, and expenditures upon, advertising of its Gotham Steel pots and pans, such products have been marketed throughout the United States with the “As Seen On TV” logo resulting in substantial and valuable goodwill.

98. The offer for sale and sale of Defendants' products in interstate commerce bearing representations that it is "As seen on TV," when it has not been advertised on television, is literally false, and constitutes false and misleading misrepresentations which are likely to cause confusion, mistake, or deception regarding the source or sponsorship of Defendants' products and to cause prospective purchasers to believe such products are the Plaintiff's products or sponsored by, associated or affiliated with or licensed by Plaintiff when, in fact, they are not.

99. Defendants' false and misleading advertising statements are material misrepresentations and injure Plaintiff, its customers and consumers.

100. Due to the widespread exposure of Emson's television ads to the public, defendants' claim that its products are "As Seen on TV" has a strong tendency to deceive a substantial part of the relevant consuming public who are interested in purchasing Plaintiff's products into believing that Defendant's cookware is that which has been heavily advertised on television by Plaintiff, when in fact it has not been. As such, Defendants' false statements will have a material effect on the purchasing decision of the relevant consuming public.

101. As a direct and proximate result of Defendants' conduct as herein alleged, Emson has suffered and will continue to suffer damages by a diversion of sales in an amount that is presently unknown but which will be determined at trial.

102. Defendants' conduct as herein alleged has caused, and unless restrained and enjoined will continue to cause, immediate and irreparable harm to Emson, such as a lessening of its goodwill, which cannot be adequately compensated or measured by money alone. Emson has no adequate remedy at law and is thus entitled to preliminary and permanent injunctive relief preventing Defendants from continuing to refer to its cookware "As seen on TV."

103. Emson is informed and believes, and based thereon alleges that Defendants engaged in the foregoing conduct knowingly, willfully, and oppressively, intending to confuse, deceive and materially influence the public by its false and misleading statements. Defendants' conduct constitutes a willful and extraordinary violation of Section 43(a) of the Lanham Act and is an exceptional case within the meaning of Section 35 of the Lanham Act, 15 U.S.C. §1117, entitling Plaintiff to recover additional damages, reasonable attorneys' fees, and costs of this action.

PRAYER FOR RELIEF

WHEREFORE, Emson prays for judgment in its favor against all Defendants and each of them and their affiliates, partners, officers, directors, representatives, servants, employees, attorneys and all persons in active concert, privity or participation with Defendants for the following relief:

A. A preliminary and permanent injunction enjoining Defendants, their officers, directors, agents, servants, employees, attorneys, representatives, successors, assigns, and all persons, firms, or corporations in active concert or participation with any of them, from:

- a. utilizing the words “As seen on TV,” the “As Seen on TV” logo, or “original,” or any variations thereof, in any way in connection with copper cookware or commercial advertising or marketing therefor;
- b. utilizing the trademark “The Original Copper Pan” on copper-colored cookware, its packaging, or any advertising therefor;
- c. indicating on their copper-colored cookware or in commercial advertising or promotional materials therefor, that the products contain any copper, are made of copper, are copper-infused, or similar representation;
- d. shipping any copper cookware in any packaging or with any labelling that utilizes or incorporates the word “original”;
- e. soliciting, accepting, or filling any order, or accepting compensation for copper cookware in response to offers to sell the product that contained the words “original,” “As seen on TV,” or included any indication that the cookware contained or is “infused” with copper;
- f. advertising, promoting, offering for sale, distributing or selling any copper cookware for a period of time at least equivalent to the time that it has used the slogan “As seen on TV” or “original,” whichever is longer;

- g. using false advertisements in connection with the advertisement of Defendants' products;
- h. otherwise competing unfairly with Plaintiff in any manner;

B. An order directing Defendants, and their officers, directors, agents, servants, employees, attorneys, representatives, successors, assigns, and all persons, firms, or corporations in active concert or participation with any of them, to:

- a. remove all instances of the words "original" and "As seen on TV" from *theoriginalcopperpan.com*, or any other website, used in conjunction with the offer for sale of copper cookware in interstate commerce;
- b. remove the word "original" from the URL used to market and promote Defendants' cookware;
- c. send written notice to all retailers, wholesalers and distributors for Defendants' copper-colored cookware of the relief awarded by this action, as well as a demand for the return of all unsold inventory bearing the word "Original" on such cookware or its packaging or labelling;
- d. revise all commercial advertising, marketing and promotional materials, including websites, to clearly inform potential customers that Defendants' copper-colored cookware does not contain copper;
- e. send written notice to all direct marketing customers for Defendants' copper cookware informing them that Defendants' cookware was not fabricated using copper, notwithstanding its advertising claims that it was "infused" with copper, and offer all such customers the option of returning the product for a full refund;

- f. file with the Court and serve upon Plaintiff's counsel within thirty (30) days after entry of judgment a report setting forth in detail the manner and form in which the Defendants have complied with the requirements of the injunction and order.
- C. That Defendants be required to account for and pay to Plaintiff all of Defendants' profits realized by them as a consequence of its unlawful acts alleged herein, and that the amount of profits realized by Defendants by reason of such unlawful acts be increased to a sum not exceeding three times the amount thereof, as provided by law;
- D. That damages be awarded to Emson in the full amount plaintiff has sustained as a consequence of Defendants' acts, trebled where provided by law;
- E. That the Court award Emson their reasonable attorney's fees together with their costs;
- F. That Emson be granted prejudgment and post judgment interest;
- G. Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

April 12, 2018

Respectfully submitted,

/s/ Alan Federbush

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