

e-document		T-513-24-ID 1	
F I L E D	FEDERAL COURT COUR FÉDÉRALE	D É P O S É	
March 04, 2024 04 mars 2024			
S Seeraladevan			
TOR		1	

Court File No.

FEDERAL COURT

BETWEEN:

SILICON VALLEY TEXTILES, INC.

Plaintiff

-and-

**MALHI TRADING CO. LTD., SUKHLAL S. MALHI,
JANE DOE, JOHN DOE and OTHER PERSONS, NAMES UNKNOWN, WHO
OFFER FOR SALE, SELL, IMPORT, MANUFACTURE, DISTRIBUTE,
ADVERTISE, OR DEAL IN SILICON VALLEY TEXTILES INFRINGING GOODS**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the *Federal Courts Rules*, serve it on the plaintiff's solicitor or, if the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court

WITHIN 30 DAYS after the day on which this statement of claim is served on you, if you are served in Canada or the United States; or

WITHIN 60 DAYS after the day on which this statement of claim is served on you, if you are served outside Canada and the United States.

TEN ADDITIONAL DAYS are provided for the filing and service of the statement of defence if you or a solicitor acting for you serves and files a notice of intention to respond in Form 204.1 prescribed by the Federal Courts Rules.

Copies of the Federal Courts Rules, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date: March 4, 2024

Issued by: _____
(Registry Officer)

Address of local office: 180 Queen Street West
Suite 200
Toronto, ON, M5V 36L

TO: MALHI TRADING CO. LTD
68 West 47th Ave.
Vancouver, B.C. V5Y 2X8

AND TO : SUKHLAL S. MALHI
68 West 47th Ave.
Vancouver, B.C. V5Y 2X8

AND TO : JANE DOE and JOHN DOE

CLAIM

1. The Plaintiff claims:
 - a) a declaration that:
 - (i) the Plaintiff, Silicon Valley Textiles, Inc. (“Silicon Valley Textiles”) has rights in the common-law trademark NU TRENDZ (the “SVT Trademark”) which has been used by Silicon Valley Textiles in Canada continuously since at least as early as 2016 with goods that include various goods, including, but not limited to, blankets, pillow shams, comforters, throws, bedsheets, curtains, floor mats, towels, hats, mugs, clothing, bags, and toys;
 - (ii) the Defendants have directed public attention to their goods in such a way as to cause, or be likely to cause, confusion in Canada, between their goods and the goods of the Plaintiff, contrary to s.7(b) of the *Trademarks Act*, R.S.C., 1985, c. T-13 (the “*Trademarks Act*”), and otherwise have done acts amounting to the common law tort of passing-off;
 - (iii) copyright subsists in the Work and the Bedroom Photo as described herein; and
 - (iv) the Defendants have infringed the Plaintiff’s copyright in the Work contrary to the *Copyright Act*, R.S.C., 1985, c. C-42, as amended (the “*Copyright Act*”);
 - b) an interim, interlocutory and permanent injunction restraining the Defendants, along with any parent, affiliate, subsidiary and all other related companies and businesses, and their respective and collective agents, employees, officers, directors, partners, consultants, licensees, franchises, successors, assigns, and all others over whom they act in concert, exercise control and/or direction from, directly or indirectly:
 - (i) adopting, using, selling, distributing, promoting or advertising the SVT Trademark, the SVT Trade Dress (as defined herein), or any other trademark, trade name, trade dress, trading style, corporate name, metatag (or other Internet search engine optimization tool or device) or domain name, confusingly similar to

the SVT Trademark or SVT Trade Dress, in association with goods including but not limited to textiles, bedding, home furnishings, apparel and handbags;

- (ii) passing-off the Defendants' goods as and for the goods of the Plaintiff, by way of using the SVT Trademark, SVT Trade Dress or any trademark confusing or likely to be confused with the SVT Trademark by promoting, advertising or otherwise so associating such marks with any goods sold by Defendants such that notice of the association is given to the purchaser or potential purchaser;
 - (iii) directing public attention to the Defendants' goods in such a way as to cause, or be likely to cause, confusion in Canada between the Defendants' goods and those of the Plaintiff;
 - (iv) using, producing or reproducing, or causing or authorizing to be used, produced or reproduced, all or a substantial part of the Work and Bedroom Photo in any material form, and without limiting the generality of the foregoing, from making copies of the Work and Bedroom Photo infringing the Plaintiff's copyright in the Work and Bedroom Photo described herein;
 - (v) selling, distributing, exposing for sale, offering for sale, possessing for the purposes of the foregoing or importing infringing copies of the Work and Bedroom Photo or other related materials associated therewith; authorizing, directing, ordering, assisting, aiding or abetting others to do any of the foregoing; and
 - (vi) infringing in any manner whatsoever the copyright in any other works in respect of which the Plaintiff owns copyright, including but not limited to works which come into existence after the commencement of this proceeding;
- c) a permanent order requiring the Defendants to deliver-up under oath or supervision of this Honourable Court, within five (5) days of the issuance of the judgment, all products, advertising materials, promotions, screens, negatives, printed or electronic material, website materials, all infringing copies of the Work and Bedroom Photo and other things in their possession, custody or control, the sale, use reproduction, distribution, exhibition

or possession of which would offend any injunction or order granted herein, or in the alternative, an order that such material be destroyed under oath or under supervision of this Honourable Court within the same five (5) day period;

- d) an order requiring each Defendant to disclose to the Plaintiff the following information about the Infringing Goods (as defined herein) including:
 - i) the whereabouts of all Infringing Goods of which they have knowledge, whether on the Defendants' premises or elsewhere;
 - ii) the name and address of the manufacturer, suppliers and distributors of the Infringing Goods from which the Defendants' obtained the Infringing Goods including copies of all invoices and records reflecting such purchases;
 - iii) the name and address of the customers to whom the Defendants have sold or distributed the Infringing Goods including copies of all invoices and records reflecting such purchases; and
 - iv) the names and address of all persons whom the Defendants' have knowledge who are engaged in or who assist in the manufacturing, supplying and distribution of the Infringing Goods;
- e) an order that the Plaintiff may, at its sole discretion, take all reasonable actions to remove, or cause to be removed, the Infringing Mark and Infringing Trade Dress (as defined herein) from the Internet;
- f) an order that the Plaintiff may, at its sole discretion, take all reasonable actions to remove any and all additional webpages that reference, and or hyperlink to, the Infringing Mark and Infringing Trade Dress, including requesting the removal from the Internet search engines Google, Yahoo! And Bing, of all such webpages;
- g) Any company or entity that provides internet services, server, web hosting and/or electronic storage services to any of the Defendants or other entity, or any of their officers, servants, agents or other affiliated entities shall take the steps necessary to transfer to remove any content on those services that is contrary to any injunction or

order of this court regarding the Work and Bedroom Photo or Infringing Mark and Infringing Trade Dress within 20 days of being notified of an order of this court;

- h) an order that the Plaintiff may, at its sole discretion, request that third-party website hosts, Internet Service Providers and Internet search engines preserve any and all digital evidence, which is in their power, possession or control, and that is relevant to the Infringing Mark and Infringing Trade Dress, until the resolution of this Federal Court action;
- i) Any company or entity that provides internet services, server, web hosting and/or electronic storage services that depicts in any form SVT Trademark or SVT Trade Dress on the service any shall provide to the Plaintiff, and/or their legal counsel and/or their duly appointed agents, within twenty days of being served with this Order, the information necessary to identify the registrant of the website and or user of the services (the “the Website”) including:
 - v) The first and last names given by the registrant when establishing the Website;
 - vi) All log-in and log-out Internet Protocol (“IP”) addresses for the Website, from the date it was created and/or registered to the dates of- compliance with this Order;
 - vii) All physical and/or postal addresses for the registrant of the Website;
 - viii) All other contact information of the registrant of the Website, including, but not limited to, corporate name or business name, email addresses, telephone numbers, fax numbers, and any other identifying particulars associated with the registrant of the Website;
 - ix) The cellular numbers used to verify the registrant’s account of the Website byway of SMS text message, if applicable;
 - x) The details of any other method or medium used in the process of verifying the Website’s registrant’s identity or details;

- xi) The dates, times and time zones for each connection or login and each disconnection or logoff of the registrant of the Website;
- xii) h) The Plaintiff, and/or their duly appointed agents and/or representatives, shall be allowed to, and be provided with, sufficient opportunity to inspect, review and copy any information, records, material and/or documents produced pursuant to this Order.
- j) damages for passing-off and depreciation of goodwill or in the alternative, an accounting of all income and profits made and received by the Defendants arising from an in connection with their passing-off of the SVT Trademark as elected by the Plaintiff;
- k) damages for copyright infringement, and in addition to those damages, such part of the profits that the Defendants have made from their infringement that were not taken into account in calculating the damages as this Court considers just, pursuant to s.35(1) of the *Copyright Act*;
- l) punitive and exemplary damages as against each of the Defendants;
- m) in the alternative to the damages for copyright infringement set out in paragraph (j) above, at the Plaintiff's election at any time before final judgment is rendered, statutory damages pursuant to s.38.1 of the *Copyright Act*;
- n) pre-judgment and post-judgment interest in accordance with s. 37(2) of the *Federal Courts Act*, R.S.C. 1985, C. F-7, as amended;
- o) costs of this action on the highest scale, together with any applicable taxes; and
- p) such further and other relief as the Plaintiff may seek and this Honourable Court may deem just.

THE PARTIES

2. The Plaintiff, Silicon Valley Textiles, is a company incorporated pursuant to the laws of California, U.S.A., with its registered office at 625 North King Road, San Jose, California, 95133, U.S.A.

3. The Defendant Malhi Trading Co. Ltd. (“Malhi”) is a company incorporated pursuant to the laws of British Columbia, with its registered office at 68 West 47th Ave., Vancouver, British Columbia, V5Y 2X8, Canada. Malhi manufacturer, advertises and offers for sale to wholesale customers textiles, including, but not limited to bedding.

4. The Defendant Sukhlal S. Malhi is an individual and the sole director, owner and operator of Malhi, and resides in Vancouver, British Columbia, Canada.

5. The Defendants, Jane Doe and John Doe, are persons whose names and identities are presently unknown to the Plaintiff, who offer for sale, sell, import, manufacture, produce, distribute, advertise, print, store, ship, or deal in authorized sale of goods bearing the intellectual property owned by the Plaintiff, including, without limitation, the SVT Trademark, the SVT Trade Dress and copyright in the Work and Bedroom Photo (collectively referred to as the “Plaintiff’s Intellectual Properties”).

THE BUSINESS OF THE PLAINTIFF

6. Silicon Valley Textiles is a well-known and successful creator, manufacturer, distributor and seller of, among other things, novelty blankets, bedding, apparel, toys, mugs, hats, and handbags bearing its original and third-party licensed designs, including, but not limited to, the Work, under the SVT Trademark NU TRENDZ. Silicon Valley Textiles has been operating for nearly 20 years and has developed a reputation producing high quality, unique, creative and innovative novelty products, including blankets and bedding that are highly prized in the industry. Silicon Valley Textiles sells its goods bearing the Work and the SVT Trademark in countries around the world, including throughout Canada.

7. Silicon Valley Textiles has developed a significant and hard-earned reputation for quality of its goods, including, but not limited to, its high-quality textiles and bedding.

8. One of Silicon Valley Textile's most popular, best selling items are its patterned fabric bearing Work and the SVT Trademark NU TRENDZ. The NU TRENDZ brand has been in use since at least as early as 2016, continuously to the present, in association with various goods, including, without limited to, textiles, bedding, home furnishings, apparel and handbags.

9. The Plaintiff sells well in excess of 50,000 of its NU TRENDZ branded products in Canada each year. The NU TRENDZ brand is a well known and/or famous brand associated exclusively with Silicon Valley Textiles.

THE PLAINTIFF'S TRADEMARK

10. Silicon Valley Textiles is also the owner of the common-law trademark NU TRENDZ (the "SVT Trademark"). Silicon Valley Textiles has used the SVT Trademark in Canada continuously since at least as early as June, 2016 in association with various products including textiles, bedding, home furnishing, apparel and handbags. Silicon Valley Textiles has the exclusive right to the NU TRENDZ trademark in Canada.

11. Silicon Valley Textiles is in the business of, among other things, manufacturing, distributing, selling, promoting, advertising and otherwise dealing with, displaying or incorporating the SVT Trademark.

12. Products bearing the SVT Trademark as sold exclusively by Silicon Valley Textile to distributors and retailers in Canada.

13. The SVT Trademark is well-known and recognized in Canada and throughout the world as identifying the goods as that of Silicon Valley Textiles. Further, the SVT Trademark distinguishes the goods of Silicon Valley Textiles from the goods of others. Silicon Valley Textiles has developed, and is the owner of, valuable and substantial reputation and goodwill in association with the SVT Trademark in Canada and throughout the world.

14. Silicon Valley Textiles is therefore the exclusive owner of the SVT Trademark in Canada pursuant to the *Trademarks Act* and the common-law and has the right from precluding others from using its SVT Trademark, or any confusingly similar trademarks.

15. At all times, the Defendants knew that Silicon Valley Textiles had developed a significant reputation and goodwill in Canada in association with the SVT Trademark. The Defendants' infringing activities, as described below, were intentionally done in an effort to trade on, usurp and appropriate for its own benefit the reputation and goodwill earned and owned by Silicon Valley Textiles and to create confusion as between its goods and the goods of Silicon Valley Textiles.

THE PLAINTIFF'S TRADE DRESS

16. Silicon Valley Textiles has developed a unique look and feel to its packaging (the "SVT Trade Dress") for its textiles including bedding sold in association with the SVT Trademark. The bedding is within a square shaped clear plastic bag with the bedding visible through the bag. The words NU TRENDZ appear in the top left corner with the words "SILK TOUCH REVERSABLE BLANKET" displaying the Work and Bedroom Photo. An image of the bedding on a bed within a bedroom appears on the front of the packaging with a bed on a south-west angle with a bedstand to the right and a rug on the right side of the bed.

17. A key component of the trade dress is the pattern of the Work which is itself well known and has become associated with the SVT such that SVT has goodwill in the Work. Similar trade dress is used for other products of Silicon Valley Textiles.

18. Since at least as early as June, 2016 Silicon Valley Textiles has used the package design of the NU TRENDZ bedding displaying the Work and the Bedroom Photo in Canada. The package retains each of the aforementioned elements of the popular SVT Trade Dress. Examples of the SVT Trade Dress are depicted below. The use of the SVT Trademark in association with the work and packaging described above is part of the SVT Trade Dress.

19. The SVT Trade Dress is inherently distinctive, and through the extensive advertisement and promotion and sales of the SVT goods in Canada, the SVT Trademark and SVT Trade Dress

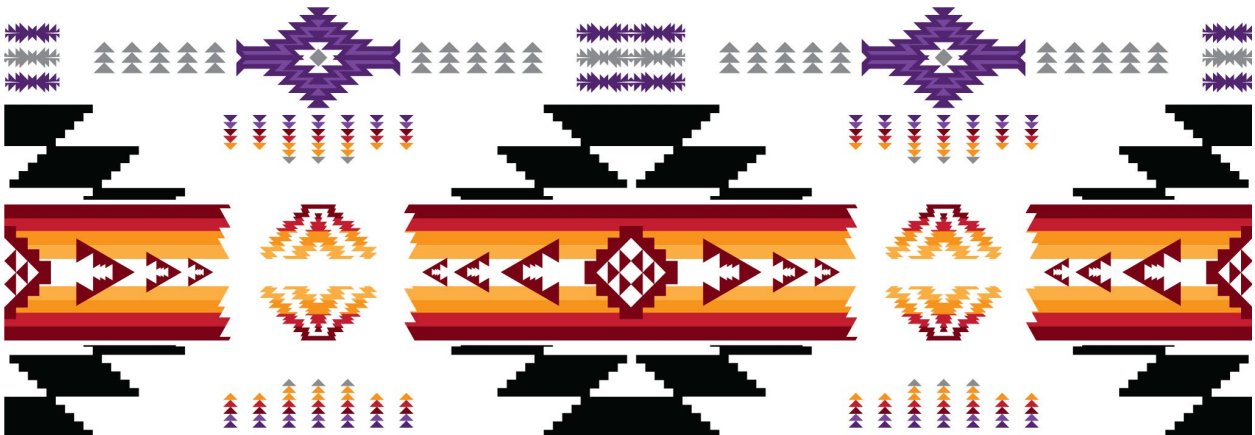
have become well known among consumers and are associated exclusively with Silicon Valley Textiles.



COPYRIGHT IN THE 16112 DESIGN AND PHOTOGRAPH

20. The design of the 16112 Design pattern (the “Work”) was created in or about 2016 and is an original artistic work which copyright subsists. The author of the Work is Mario Patino (“Patino”) a member/employee of Patino Graphic Design, LLC, who made the work pursuant to an independent contractor agreement with Silicon Vally Textiles. At the time, Patino was a citizen of, or ordinarily resident in, the United States of America. Patino Graphic Design, LLC owned the copyright in the Work created by Patino.

21. The Work is depicted below in a few sample colour combinations:



22. Pursuant to a written assignment executed on or about June 2, 2015, Patino Graphic Design, LLC agreed to assign all of its rights, title and interest in the Work to Silicon Valley Textiles, including the copyright therein.

23. From June 2, 2015 onwards, Silicon Valley Textiles was and remains the owner of the copyright of the Work. The copyright in the Work is the subject matter of Canadian copyright registration number 1194110 titled “16112 DESIGN”.

24. Plaintiff applies the Work to a broad range of goods including blankets, pillow shams, comforters, throws, bedsheets, curtains, floor mats, towels, hats, mugs, clothing, bags, and toys.

25. The Plaintiff brands the goods bearing the Work with its trademark NU TRENDZ.

26. The photograph of a bedroom depicted below (the “Bedroom Photo”) is an original artistic work which copyright subsists. The author of the Bedroom Photo is Jiao Dian Yuan Liang Liang (“Liang”) pursuant to an independent contractor agreement with Silicon Vally Textiles. At the time, Liang was a citizen of, or ordinarily resident in, China. An example of the Bedroom Photo is depicted below.



27. Pursuant to a written assignment executed on or about January 5, 2024, Liang agreed to assign all of his rights, title and interest, and waive all of his moral rights in the Bedroom Photo to Silicon Valley Textiles, including the copyright therein.

28. Silicon Valley Textiles pleads and relies upon the statutory presumptions of the *Copyright Act*, including section 34.1.

THE DEFENDANTS' INFRINGING ACTIVITIES

Passing Off of the NU TRENDZ Common Law Trademark, SVT Trade Dress and Work

29. The Defendants have passed-off the Plaintiff's common-law NU TRENDZ Trademark, SVT Trade Dress and work contrary to s.7(b) of the *Trademarks Act* or otherwise at common law.

30. Plaintiff has become aware that the Defendants, without license or authorization of the Plaintiff, have manufactured, produced, printed, imported, offered or displayed for sale, distributed, soled, stored or shipped, or have otherwise dealt in goods bearing the trademark KOOL TRENDZ and SVT Trade Dress (the "Infringing Trade Dress") which is confusingly similar to the Plaintiff's NU TRENDZ trademark and the SVT Trade Dress, or have caused others to manufacture, produce, print, offer or display for sale, distribute, sell, store, ship, or otherwise deal in goods bearing the confusingly similar KOOL TRENDZ mark and Infringing Trade Dress in association with various goods including goods bearing the Work printed on various textiles, including but not limited to, bedding and apparel (the "Infringing Goods").

31. Below is a depiction of the Infringing Goods sold by the Defendants bearing the confusingly similar KOOL TRENDZ mark, the Work, the Bedroom Photo and the Infringing Trade Dress.





Reversible Silky Blanket (2 Ply)

Kool*Trendz
Nature Inspired Designs

A touch of class

2 PLY

SIZE: KING

QUEEN

2 in 1
blanket

COLOR: TURQUOISE - BLACK



HAND OR MACHINE WASH IN
WARM WATER ONLY.
DO NOT WRING.
DO NOT DRY CLEAN.
MADE IN CHINA

CA05353

32. The Defendants have brazenly taken the SVT Trade Dress and incorporated key elements in its Infringing Trade Dress with an attempt to deliberately confuse consumers with thinking its goods are associated with the Plaintiff's goods.

33. Below is a depiction of the SVT Trade Dress and the Infringing Trade Dress. It is clear that key elements of the SVT Trade Dress were deliberately copied from the SVT Trade Dress, for example, the depiction of the black, red, purple, blue and white bedding are identical images.

SVT Trade Dress

Infringing Trade Dress



34. There is a strong resemblance between the KOOL TRENDZ mark and the KOOL TRENDZ SVT Trademark and the SVT Trade Dress to evoke in a relevant universe of consumers a mental association of the two marks.

35. The use by the Defendants of the KOOL TRENDZ mark and Infringing Trade Dress is confusingly similar to the NU TRENDZ SVT Trademark and SVT Trade Dress, as set out above,

is likely to cause confusion between the Defendants' goods and those of the Plaintiff, in light of the following factors:

- (a) The SVT Trademark NU TRENDZ and SVT Trade Dress are inherently distinctive of the Plaintiff;
- (b) The SVT Trademark NU TRENDZ, SVT Trade Dress and/or Work have become well-known in Canada, due to sale and promotion since at least as early as 2016;
- (c) The Defendants' goods include textiles, bedding and apparel, which is related to the Plaintiff's goods of textiles, bedding and apparel, which give rise to a likelihood of confusion; and
- (d) The KOOL TRENDZ designation is comprised of elements that are confusingly similar to the NU TRENDZ Trademark; and
- (e) The SVT Trade Dress has been copied by the Defendants' trade dress in all material respects.

36. By virtue of the Defendants' use of the Plaintiff's Intellectual Properties, the Defendants have caused confusion, misled and/or deceived consumers and consumers will be, or will likely to be, confused as to the source of the goods sold and offered for sale by the Defendants. Consumers are also likely to infer, mistakenly, that the Defendants' goods are, or are associated with, the goods of the Plaintiff.

37. The value of the goodwill attaching to SVT Trademark and SVT Trade Dress depends, in part, on the distinctiveness of the mark and the advantage that Silicon Valley Textiles enjoys from the unique association between the NU TRENDZ and its goods. The Defendants' use of the KOOL TRENDZ mark dilutes the distinctiveness of the NU TRENDZ Trademark and reduces its value and advantage.

38. The Infringing Goods are lower quality textiles, bedding and apparel that are being offered at a lower price to consumers than the legitimate goods of the Plaintiff. The SVT Trademark NU TRENDZ would be damaged or depreciated through the use of the KOOL

TRENDZ mark as Silicon Valley Textiles has no control over the character or quality of the goods offered by the Defendants. Furthermore, the KOOL TRENDZ mark reduces the distinctiveness of the SVT Trademark NU TRENDZ.

39. The Plaintiffs have suffered actual and or potential damage as a result of the actions of the Defendants.

Depreciation of Goodwill

40. The KOOL TRENDZ mark has been, and continues to be, used by the Defendants in connection with lower quality textiles, bedding and apparel that are being offered at a lower price to consumers than the legitimate goods of the Plaintiff. As outlined above, the Plaintiff's NU TRENDZ trademark has significant goodwill attached to it in Canada.

41. The creation of an association between the SVT Trademark and lower quality textiles, bedding and apparel sold by the Defendants, is inconsistent with the reputation of the Silicon Valley Textiles brand, and this association is likely to tarnish the goodwill associated with the SVT Trademark NU TRENDZ.

42. The Defendants have deliberately and unfairly exploited the valuable reputation of Silicon Valley Textiles by using the Plaintiff's Intellectual Properties in association with the Infringing Goods. This unauthorized use of the Plaintiff's Intellectual Properties misleads and deceives consumers and has caused, or is likely to cause, consumers to make a mental association or linkage between the goods of Silicon Valley Textiles and those of the Defendants.

43. The Defendants have been actively marketing and selling the Infringing Goods to Silicon Valley Textiles' wholesale customers, thereby harming the Plaintiff's business and market share for its legitimate goods.

44. The aforesaid illegal activities of the Defendants seriously depreciate the value of goodwill attached to the NU TRENDZ trademark, contrary to Section 22(1) of the *Trademarks Act*. The Defendants' activities cause serious irreparable harm to the Plaintiff and to the valuable reputation of the NU TRENDZ trademark.

Copyright Infringement

45. The Plaintiff pleads and relies upon the statutory presumptions of the *Copyright Act*, including Section 34.1.

46. Section 3 of the *Copyright Act* sets out the rights of the owner of copyright in an original work, including the sole right to produce or reproduce the work or any substantial part thereof in any material form whatever.

47. Pursuant to s.27(1) of the *Copyright Act*, it is an infringement of copyright for any person to do, without the consent of the owner of the copyright, anything that by that by the *Copyright Act*, only the owner of the copyright has the right to do.

48. Pursuant to subsections 27(2)(a), (b), (c), (d) and (e) of the *Copyright Act*, it is an infringement of copyright for any person to engage in prohibited acts of “secondary infringement” in respect of a copy of a work that the person knows or should have known infringes copyright or would infringe copyright if it had been made in Canada by the person who made it. Such acts of secondary infringement include:

- (a) sell or rent out,
- (b) distribute to such an extent as to affect prejudicially the owner of the copyright,
- (c) by way of trade distribute, expose or offer for sale or rental, or exhibit in public,
- (d) possess for the purpose of doing anything referred to in paragraphs (a) to (c), or
- (e) import into Canada for the purpose of doing anything referred to in paragraphs (a) to (c).

49. The Defendants have infringed the Plaintiff’s copyright in the Work, by using, copying, producing and/or reproducing the Work. The Infringing Goods are a reproduction of the Work, or a substantial part of the original Work.

50. The Defendants that have engaged in the sale of the Infringing Goods distributing the KOOL TRENDZ mark to such an extent as to affect prejudicially the Plaintiff, distributes and offers for sale the Infringing Goods in public, possesses the KOOL TRENDZ mark and the Work

for the purposes of doing the acts set out above and imports into Canada the Infringing Goods for the purpose of doing the acts outlined above.

51. Each Doe Defendant has unlawfully, and without consent or authorization of the Plaintiff, has used and/or reproduced the Work, thus infringing the Plaintiff's copyright in the Work. Furthermore, each Doe Defendant that has purchased and/or sold the Infringing Goods has engaged in secondary infringement of the Plaintiff's copyright in the Work.

52. The Plaintiff is unable to give full particulars at this time of all of the wrongful acts and infringements of the Defendants but will seek relief in respect of all such activities.

53. The Defendants' activities have not been authorized or approved by Silicon Valley Textiles.

54. By reasons of the Defendants' acts described herein, the Defendants have infringed the Plaintiff's copyright in the Work, contrary to Sections 27(1) and 27(2) of the *Copyright Act*.

55. The Defendants knew or had reasonable grounds to suspect that copyright subsisted in the Work, and knew, or should have known, that they were infringing Silicon Valley Textiles' copyright with the unauthorized reproduction, distribution and use of the Work.

56. The conduct of the Defendants in knowingly and wilfully infringing the Plaintiff's Intellectual Properties and/or authorizing and/or directing such activities, justifies a significant award of punitive or exemplary damages.

57. The activities of the Defendants will cause irreparable harm to the Plaintiff. In addition, the Plaintiff has suffered and continues to suffer damages by reason of the Defendants' unlawful conduct outlined above.

58. Full particulars of the Defendants' activities are not known to the Plaintiff, however, the Plaintiff seeks relief in relation to all infringing or wrongful acts of the Defendants.

59. The Plaintiff will not know the precise extent of the damages it has suffered or the profits the Defendants have unlawfully earned without full discovery and a trial or reference in respect thereof.

60. This is not a simplified action as the claim is not exclusively for monetary relief in an amount not exceeding \$50,000, exclusive of interest and costs.

61. The Plaintiff requests that this action be tried in Toronto, Ontario.

DATED at Toronto, Ontario, this 4th day of March, 2024.



LOMIC LAW

1 First Canadian Place
100 King Street West, Suite 5700
Toronto, ON M5X 1C7

Paul V. Lomic

Tel: 647-464-6710

Fax: 416-352-5154

E-mail: paul@lomic-law.ca

Solicitors for the Plaintiff

Court File No. T-

FEDERAL COURT

BETWEEN:

SILICON VALLEY TEXTILES, INC.

Plaintiff

- and -

**MALHI TRADING CO. LTD., SUKHLAL S. MALHI,
JANE DOE, JOHN DOE and OTHER PERSONS, NAMES
UNKNOWN, WHO OFFER FOR SALE, SELL, IMPORT,
MANUFACTURE, DISTRIBUTE, ADVERTISE, OR DEAL
IN SILICON VALLEY TEXTILES INFRINGING GOODS**

Defendants

STATEMENT OF CLAIM

LOMIC LAW

1 First Canadian Place
100 King Street West, Suite 5700
Toronto, ON M5X 1C7

Paul V. Lomic

Tel: 647-464-6710
Fax: 416-352-5154
E-mail: paul@lomic-law.ca

Solicitors for the Plaintiff