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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

**RG 19022089**

SERAPHIM SOLAR HOLDINGS,  
INC., a Nevada Corporation;

Plaintiff

vs.

SERAPHIM USA, INC. a Delaware  
Corporation; SERAPHIM ENERGY  
GROUP, a Delaware corporation;  
TERRY SHOLIN; JIM WOOD;  
JUN ZHUGE; and DOES 1-50,  
inclusive,

Defendants.

CASE NO:

COMPLAINT FOR:

1. TRADEMARK INFRINGEMENT
2. COUNTERFEIT OF REGISTERED MARK
3. FALSE DESIGNATION OF ORIGIN
4. DILUTION BY TARNISHMENT
5. UNFAIR BUSINESS PRACTICES [B & P 17200]
6. UNJUST ENRICHMENT
7. ACCOUNTING

**COMES NOW** plaintiff SERAPHIM SOLAR HOLDINGS, INC.(SSH), a Nevada corporation, and alleges as follows:

1. Plaintiff SERAPHIM SOLAR HOLDINGS, INC. (SSH) is a Nevada Corporation in good standing.
2. Plaintiff is informed and believes, and based thereon alleges, that Defendant SERAPHIM USA, INC. (SUI), is a Delaware Corporation who at all times

COMPLAINT

1 relevant is authorized to do business in California as Seraphim Energy USA, Inc.  
2 and maintains a principal place of business at 4683 Chabot Drive, Ste. 110,  
3 Pleasanton, California, within the jurisdiction of this Superior Court. Plaintiff  
4 is further informed and believes that Defendant also does business in California  
5 using the fictitious name Seraphim USA.

6 3. Plaintiff is informed and believes and based thereon alleges that Defendant,  
7 TERRY SHOLIN (Sholin) is an employee or agent of Defendant SUI and has  
8 done the acts herein complained of in California, within the jurisdiction of this  
9 Superior Court.

10 4. Plaintiff is informed and believes and based thereon alleges that Defendant  
11 JIM WOOD (Wood) is an employee or agent of defendant SUI and has done the  
12 acts herein complained of in California, within the jurisdiction of this Superior  
13 Court.

14 5. Plaintiff is informed and believes and based thereon alleges that Defendant  
15 JUN ZHUGE (Jun) is the CEO of Defendant SUI and has done the acts herein  
16 complained of in California, within the jurisdiction of this Superior Court.

17 6. Plaintiff is informed and believes that defendant SERAPHIM ENERGY  
18 GROUP, INC. (SEG) is a Delaware corporation which filed a Statement and  
19 Designation of Foreign Corporation, with the California Secretary of State on  
20 March 15, 2017. It designated a place of business at 4683 Chabot Drive, Ste. 110,  
21 Pleasanton, CA, within the jurisdiction of this Superior Court.

22 7. The true names and capacities, whether individual, corporate, associate or  
23 otherwise, of Defendants DOES 1-50, inclusive, are unknown to Plaintiff who  
24 therefore sues said Defendants by such fictitious names. Plaintiff is informed and  
25 believes and based thereon alleges, that each of the Defendants herein designated  
26 as a DOE, is responsible in some manner for the events and happenings herein  
27 referred to, and caused injuries and damages proximately thereby. Plaintiff will  
28

1 amend this complaint and insert the true names and capacities of said DOE  
2 Defendants when the same has been ascertained.

3 8. Plaintiff is informed and believes, and based thereon alleges, that each of the  
4 Defendants was the agent, the partner, and/or the employee of each of its co-  
5 Defendants and in doing the things alleged, was acting within the course and  
6 scope of such agency, partnership, and/or employment.

7  
8 **GENERAL ALLEGATIONS**

9 9. On or about February 2, 2015, a Trademark License Agreement was signed  
10 by and between Jiangsu Seraphim Solar Systems Co, LTD., and Plaintiff SSH.  
11 Licenser Jiangsu Seraphim Solar Systems Co, LTD granted an exclusive perpetual  
12 license to its trademarks and products throughout the exclusive Territory (North,  
13 Central, and South America) to SSH (the "License") As stated in the License, "this  
14 Agreement and all provisions hereof shall be binding and inure to the benefit of  
15 the parties and respective successors, legal representatives and permitted assigns,"  
16 which facts as shown below now include the affiliates of Jiangsu Seraphim Solar  
17 Systems Co, LTD., Seraphim USA, Inc. and Seraphim Energy Group, Inc., who  
18 have established themselves within the Territory and since 2016 have been  
19 breaching the Trademark License Agreement through Trademark Infringement,  
20 Counterfeit of Registered Mark, False Designation of Origin and Dilution by  
21 Tarnishment, thereby causing irreparable damages to Plaintiff SSH.

22 10. In accordance with the License, SSH is the *exclusive* licensee within the  
23 United States of the trademark "Seraphim" bearing U.S. Registration Number  
24 4995468, and International Registration Number 1268388 (the "Mark" or  
25 "Marks"). These registrations are based on the China registration of December 7,  
26 2012. Plaintiff SSH, pursuant to the License, is engaged in the business of the  
27 manufacture and distribution of solar panels and related products under the brand  
28

1 name "Seraphim" in the Territory.

2 11. Between June 4, 2015 to June 21, 2016, licensor Jiangsu Seraphim Solar  
3 Systems Co, LTD. was under investigation by the European Commission for  
4 circumventing anti-dumping and anti-subsidy regulations proceedings concerning  
5 imports of crystalline silicon photovoltaic modules and key components (i.e. cells)  
6 originating in or consigned from the People's Republic of China. Since December  
7 6, 2013, the EU had been imposing definitive trade defense measures on solar  
8 cells and solar panels originating in mainland China, where trade defense  
9 measures were imposed as a combination of tariffs, anti-dumping duties, and  
10 minimum import pricing (MIP) and on June 4, 2015, the European Commission  
11 opened investigation on Jiangsu Seraphim Solar Systems, LTD for its blatant  
12 circumvention of EU anti-dumping and anti-subsidy regulations.

13 12. On September 23, 2016 SUI was incorporated in the State of Delaware.  
14 Justin Xi, the Executive General Manager and Partner at licensor Jiangsu  
15 Seraphim Solar Systems Co, LTD. was listed as the Registered Agent of Seraphim  
16 USA, Inc.

17 13. On October 25, 2016 Defendant Jun caused Defendant SUI to register to do  
18 business in California as "Seraphim Energy USA, Inc." with a principal place of  
19 business at 4683 Chabot Drive, Ste. 110, in Pleasanton, California. Defendant SUI  
20 also does business, including in California using the name "Seraphim USA". Both  
21 names used by Defendant SUI are confusingly similar to Plaintiff's name.

22 14. Afterwards, in October 2016, Seraphim Energy Group, Inc. posted on its  
23 Facebook page that "Seraphim Energy Group is the U.S. entity and authorized  
24 representative for Jiangsu Seraphim Solar System Co, LTD." Plaintiff is informed  
25 and believes, and based thereon alleges that Defendant SUI is owned controlled,  
26 and was formed by Jiangsu Seraphim, the licensor of SSH, or was formed at the  
27 direction of Jiangsu Seraphim.  
28

1 15. On December 7, 2016, the European Commission withdrew the authorization  
2 of Jiangsu Seraphim Solar Systems to sell solar modules in the European Union  
3 due to its anti-dumping and anti-subsidy violations. At this juncture, Jiangsu  
4 Seraphim lost its European markets.

5 16. In January 2017, Defendant SEG hired Bret Norland as “Director of Sales  
6 Western USA”. His office is located in Pleasanton, California and he was stated to  
7 be a “Strategic member of the Senior Leadership Team responsible for enterprise  
8 sales in the Western region of the U.S. Responsible for leading the sales of Poly  
9 and Mono PV Modules to large integrators, distributors, developers and financiers  
10 in the 9 NW states of the U.S. Develop key accounts among Developers, IPPs  
11 EPCs, and Channel Partners.”

12 17. Later in January 2017, as published on its Facebook page, Seraphim Energy  
13 Group, Inc. explained how it divided the USA market into 4 Regions with a Sales  
14 Manager in each Area: “Our Full-Time staff of experienced salespeople is  
15 strategically located across the US and Latin America: Jun Zhuge, CEO (US,  
16 Mexico and Latin America); Jim Woods, Eastern US; Bret Norlund, Northwest;  
17 Ken Oatman, Senior Sales, Central & Southwest.

18 18. On March 10, 2017, Seraphim Energy Group, Inc. incorporated in the State  
19 of Delaware (file number 6343839), by one or more Defendants.

20 19. On March 31, 2017, Defendant Jun filed a Statement of Information with the  
21 California Secretary of State on behalf of Defendant SEG, filing the Type of  
22 Business of Seraphim Energy Group as “Retailer of Solar Panels” (filing number  
23 C4004647).

24 20. On April 3, 2017, Turkey published antidumping fee list for China-based PV  
25 manufacturers. A month-long investigation into price dumping in Turkey  
26 concluded, with the Turkish government announcing a list of China-based PV  
27 manufacturers who will be subject to antidumping fees for PV imports. Licensor  
28

1 Jiangsu Seraphim Solar Systems Co, LTD. was included on the list. At this  
2 juncture, licensor Jiangsu Seraphim's Turkish market was diminished.

3 21. In October 2017, Ken Oatman was hired as Director of Sales for Defendant  
4 SEG working out of its Pleasanton, California office.

5 22. In October 2017, Defendant SEG. published its official Facebook page with  
6 the following information about it: "Seraphim Energy Group, Inc., is the sole  
7 official U.S. entity for Jiangsu Seraphim Solar System Co., Ltd." Seraphim  
8 established itself in 2009 as a premium OEM/ODM manufacturer focused on high  
9 integrity, quality control, and continuously-optimized factory automation.

10 EXPERIENCED U.S.-BASED PROFESSIONALS: Seraphim's U.S. office, just  
11 east of San Francisco, is fully-staffed with operations and accounting experts,  
12 ready to assist with critical logistics and accounting issues in real-time. Seraphim  
13 Energy group is a proud member and supporter of SEIA, CALSSA, and  
14 PVCycle."

15 23. In October 2017, Defendant SEG joined Twitter and set up its official  
16 Twitter account, listing itself as the North American entity for licensor Jiangsu  
17 Seraphim Solar Systems,: "Seraphim Energy Group is the North American entity  
18 for Jiangsu Seraphim Solar Systems, a 5 GW Tier-1 PV module manufacturer."

19 24. On November 13, 2017, Defendant SEG became a new member of the  
20 Pleasanton Chamber of Commerce in Pleasanton, California, as cited in Monday  
21 Review November 13, 2017, a weekly publication from the Pleasanton Chamber  
22 of Commerce.

23 25. January 29, 2018, SEG posted on its official Twitter page, "Jiangsu  
24 Seraphim Systems Co, LTD. supplies China's first 5MW PV Power Plant with  
25 Shingled-Cell Modules—Coming soon to US markets."

26 26. February 1, 2018: SEG (California) posted on its official Facebook page,  
27 "Get a post-tariff project quote from the manufacturing experts at Seraphim  
28

1 Energy Group, Inc.”

2 27. February 3, 2018: According to official press release, Seraphim Energy  
3 Group, Inc. Partners with Solar Center for Module Distribution in Mexico.

4 Seraphim Energy Group ("Seraphim") announced that it signed a long-term solar  
5 module supply agreement with Solar Center of Guadalajara, Jalisco (Mexico is  
6 within Plaintiff's exclusive territory) for photovoltaic module distribution in  
7 Mexico. According to the Press Release, "Seraphim will begin immediate delivery  
8 of high-efficiency smart modules and dual-glass modules to Solar Center.

9 Seraphim and Solar Center will support each other to mutually increase market  
10 share in Mexico". Mr. Zhuge, CEO of Seraphim Energy California, "We are very  
11 pleased with our new partnership in Mexico with Solar Center. Our cooperation  
12 isn't limited to module sales, but also co-branding in the local market. We are  
13 quite committed to this market and look forward to the bright future for solar  
14 energy there. Our partnership with Seraphim will help us win the market share in  
15 Mexico much more quickly." said Solar Center's CEO Mario Munoz Castellanos.”

16 28. On February 5, 2018: Defendant SEG (California) posted on its official  
17 Facebook page, that it is offering "Limited tariff-free inventory, still available, in  
18 our Northern California and New Jersey warehouse locations.”

19 29. On February 12, 2018, a joint Press Release was issued by Defendant SEG  
20 and Solar Center of Mexico, "Seraphim Energy Group, Inc. partners with Solar  
21 Center for Module Distribution in Mexico. Seraphim signed a long-term module  
22 supply agreement with Solar Center of Guadalajara, Jalisco for photovoltaic  
23 modules distribution in Mexico. Seraphim will deliver high energy and dual glass  
24 modules and support each other mutually to share the market. Mr. Jun Zhuge,  
25 CEO, stated "Our cooperation isn't limited to module sales but co-branding in the  
26 Mexican market.”

27 30. On February 14-16, 2018, a Press Release was issued, stating that "Seraphim  
28

1 Energy Group, Inc. attends the altE's Solar Installer Conference, held February  
2 14-16, 2018 at the Devens Common Center in Devens, MA.

3 31. On February 23, 2018: Defendant SEG (California) posted on its Facebook  
4 page, "Seraphim PV Modules: Available for delivery in North America. Seraphim  
5 Energy Group is taking orders for Q2/Q3 Delivery." Included in the official post,  
6 "Seraphim Energy Group is the official U.S. entity for Jiangsu Seraphim Solar  
7 System Co., Ltd.," "Post-Tariff Factory Orders: Seraphim Energy Group, Inc.  
8 ("SEG") continues taking competitively-priced orders for 72-cell Mono/Mono  
9 PERC and standard Poly PV modules from our factories in Vietnam and Korea.  
10 Seraphim Energy Group established U.S. sales operations in 2016 and maintains a  
11 fully-staffed office near San Francisco. Our team understands the critical attention  
12 it takes to deliver projects on time, so we remain on call during your business  
13 hours. Our full-time staff of experienced salespeople is strategically located across  
14 the U.S. and Latin America: Eastern U.S., Jim Wood,; Central and SoCal, Ken  
15 Oatman,; Northwest, Bret Norlund; Latin America, Diego Molina. Also, included  
16 in the official post, "Seraphim is a wholly-owned subsidiary of the Honland  
17 Group, a Chongzhou manufacturing concern founded in 1969—diversified across  
18 fifteen established business units, including high-voltage cable, medical devices,  
19 furniture, and lighting."

20 32. On February 26, 2018: Defendant SEG (California) posted on its official  
21 Facebook and Twitter pages, "Post-Tariff module Orders/US Inventory: Seraphim  
22 Energy Group, Inc. ("SEG") continues taking competitively-priced orders for 72-  
23 cell Mono/Mono PERC and standard Poly PV modules from our factories in  
24 Vietnam and Korea. See the Seraphim Product Road Map here. SEG established  
25 U.S. sales operations in 2016 and maintains a fully-staffed office near San  
26 Francisco. Our team understands the critical attention it takes to deliver projects  
27 on time, so we remain on call during your business hours. Our full-time staff of  
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1 experienced salespeople is strategically located across the U.S. and Latin  
2 America.”

3 33. On March 14-16, 2018, Defendant SEG published information on Latin  
4 Renewable Energy Forum to target Mexico and other Latin American markets in  
5 the exclusive Territory of Plaintiff SSH, where Diago Molina, an employee of  
6 Seraphim Energy Group, spoke at the conference about acquiring Latin American  
7 customers for Seraphim Energy Group, Inc. According to the official conference  
8 brochure, Diego Molina is the “Director - Latin America, Seraphim. Diego is the  
9 Director for Latin America at Seraphim, the top 10 biggest solar module  
10 manufacturers of the world.”

11 34. On March 21, 2018, Defendant SEG posted on its official Twitter page,  
12 “@Seraphim\_Energy is taking pre-orders on 15MW of competitively priced 375W  
13 poly modules, East Coast arrival in mid-May—and on 300W 60-Cell BB Modules  
14 arriving in Oakland. We still have 2MW of “Pre-Tariff” inventory, all 72-Cell—  
15 including 355W and 360W—both in Northern California and NJ.”

16 35. In April 2018, according to SEG’s official Facebook page, Defendant Wood  
17 was promoted to Vice President, North America and “Responsible for the  
18 profit/loss and expansion of Seraphim Energy Group North America, Manage  
19 sales, business development, marketing, technology, operations and finance.”

20 36. On April 4, 2018, PR Newswire announced, “MEXICO CITY, April 4, 2018  
21 /PRNewswire/ -- Recently, Seraphim Energy Group (“Seraphim”) and World  
22 Technology Supply Corp. (“WTS”), headquartered in Miami, Florida, announced  
23 long-term partnership in LAC solar market. Under this strategic cooperation,  
24 Seraphim will immediately begin to provide its high performance, high quality  
25 solar panels to WTS. In the meantime, WTS will start local marketing campaigns  
26 to bring to consumer markets various types of high efficiency products of  
27 Seraphim's. Both parties believe this powerful coalition will help to win a larger  
28

1 share of LAC solar market... 'We are happy to enter into a partnership with World  
2 Technology Supply, who is a very professional and reliable clean energy  
3 performer,' said Jun Zhuge, CEO of Seraphim Energy Group. "Our cooperation  
4 isn't limited to module sales, but also co-branding in the local market. The LAC  
5 solar market is very promising and we are very confident, with the help of our  
6 excellent partners, to quickly rise and become a local market leader in the near  
7 future... About Seraphim Energy Group: Seraphim Energy Group is the U.S.  
8 entity and authorized representative for Jiangsu Seraphim Solar System Co., Ltd."

9 37. On April 20, 2018, a Press Release was issued, stating "Seraphim Energy  
10 announces partnership with World Technology Supply ('WTS'), Miami Florida,  
11 for long-term partnership with LAC Solar to immediately begin to provide solar  
12 panels to WTS. WTS will start local campaigns to sell Seraphim products to  
13 consumer markets."

14 38. On April 20, 2018: Defendant SEG (California) posted on its official  
15 Facebook page, "Seraphim PV Modules: Available for delivery in North America.  
16 Seraphim Energy Group is taking orders for Q2/Q3 Delivery."

17 39. On April 24, 2018, Defendant SEG (California) posted on its official Twitter  
18 page, "Seraphim PV Modules: Available for delivery in North America. Check out  
19 our pre-tariff inventory stock in NorCal and NJ. INCOMING: 15 MW of 325W-  
20 72 Poly + 1MW 300BB-60. Seraphim has a large shipment of 72-cell, 325W poly  
21 modules in production, scheduled to arrive on the East Coast around June 15th.  
22 The 72-cell 325W poly. Four containers of 60-cell 300BB Mono PERC with  
23 45mm frames are also en route, arriving in both NJ and Oakland during the third  
24 week of May."

25 40. On April 20, 2018, Defendant SEG posted on its official Facebook page,  
26 "SERAPHIM ENERGY GROUP: Pre-Orders Now Open for Blade Half-Cell  
27 Modules with a 9-10 week lead time. Also, stated on this official Facebook post,  
28

1 "INCOMING: 15 MW of 325W-72 Poly + 1MW 300BB-60: Seraphim has a large  
2 shipment of 72-cell, 325W poly modules in production, scheduled to arrive on the  
3 East Coast around June 15th. Four containers of 60-cell 300BB Mono PERC with  
4 45mm frames are also en route, arriving in both NJ and Oakland during the third  
5 week of May."

6 41. On May 18, 2018, as published in the official Seraphim Energy Group, Inc.  
7 LinkedIn page, "Seraphim Energy Group, Inc. hired Chema Delgadillo as  
8 "Regional Sales Manager Mexico, CenterAmerica & Caribbean in Guadalajara,  
9 Mexico."

10 42. On July 6, 2018, Defendant SEG posted on its official Twitter page, "Meet  
11 our management team next week at #IntersolarNA. Our new half-cut production  
12 line is now shipping and we can discuss late-breaking pricing for 2H18. DM us to  
13 set up a meeting.

14 43. On August 13, 2018, Defendant SEG. posted on its official Facebook page,  
15 "New South Africa fab plans to allocate 15MW per month of tariff-free modules  
16 to the U.S."

17 44. On September 18, 2018 a Press Release, stated "Seraphim is an independent  
18 company from Seraphim Solar USA Manufacturing. The official website of  
19 Seraphim is <http://www.seraphim-energy.com>. Seraphim has not made and does  
20 not make any promises, warranties, guarantees, or representations about the  
21 quality or condition of solar modules manufactured by Seraphim Solar USA  
22 Manufacturing."

23 45. September 19, 2018: Defendant SEG (California) posted on official  
24 Facebook page, "Tariff-Free BIFI production now underway." (in the U.S.)

25 46. October 1, 2018: Press Release: "Seraphim and NEP Introduce Integrated  
26 Rapid-Shutdown PV Module." PR states that Seraphim Solar System Co. Ltd.  
27 introduced a new smart solar module with rapid-shutdown device made by  
28

1 Northern Electric and Power (NEP) of Silicon Valley. "This product is designed  
2 specifically for the residential and C&I rooftop markets in North America and will  
3 bring solar projects installed after Jan. 1, 2019 into compliance with NEC 2017  
4 module-level rapid shutdown."

5 47. October 1, 2018, an official Press Release was issued, stating "Seraphim  
6 Solar System Co. Ltd. ('Seraphim'), a world-class solar module manufacturer,  
7 introduced a new smart solar module today, a smart DC module integrated with  
8 'NEP PV-Guard', a module rapid-shutdown device made by Northern Electric and  
9 Power (NEP). This product is designed specifically for the residential and C&I  
10 rooftop markets in North America and will bring solar projects installed after Jan.  
11 1, 2019 into compliance with NEC 2017 module-level rapid shutdown."

12 48. In October 2018, Defendant SEG's Facebook page stated Bret Norland has  
13 "specialized focus on increasing the customer base from 1 dozen to more than 30  
14 key accounts... Key Accomplishments increased annual sales volume from  
15 Startup (0 MW) to 15MW during year one. On track to book 140MW in 2018."

16 49. In January 2019, as published on its official LinkedIn page, Defendant SEG  
17 hired Hugo Francisco Fernandez Rojas as Account Regional sales manager  
18 Colombia, Ecuador and Caribbean (SSH exclusive Territory).

19 50. On January 10, 2019: Defendant SEG posted on its official Facebook page,  
20 "Seraphim is finishing up the first solar cell factory in Africa, a 500 MW fab  
21 located near Cape Town. This factory will provide tariff-free modules to the U.S.  
22 via our existing assembly plant, starting in Q3. Contact us for details: 303-834-  
23 7330."

24 51. On January 16, 2019, Defendant SEG posted on its official Twitter page,  
25 "Seraphim is finishing up the first solar cell factory in Africa, a 500 MW fab  
26 located near Cape Town. This factory will provide tariff-free modules to the U.S.  
27 via our existing assembly plant, starting in Q3. Contact us for details: 303-834-  
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1 7330.”

2 52. On May 3, 2019, in Next Level Energy publication, “LIST OF AMERICAN-  
3 MADE SOLAR PANELS AND THE SOLAR PANEL MANUFACTURERS”, the  
4 publication states, “Seraphim Solar USA is the U.S. possessed partner of  
5 Seraphim Energy Group, which is based in China. Seraphim Solar USA produces  
6 all of its photovoltaic panels in the United States at its industrial structure in  
7 Jackson, Mississippi.”

8 53. As of May 21, 2019, according to Great Export Import Customs Data  
9 Website for Trade, Supplier and Bill of Lading Reports ([www.52wmb.com](http://www.52wmb.com)),  
10 Seraphim Energy Group is registered as an active US Buyer, Great Export Import  
11 lists Defendant SEG’s address at 4683 Chabot Drive, Suite 110, Pleasanton, CA  
12 94588. According to the online data source, “Seraphim energy group is a United  
13 States buyer, the following trade data is derived from customs data; the company’s  
14 import data is as of 178 transactions

15 54. The business of Defendants in California is the marketing and sale of solar  
16 panels and related products, under the name “Seraphim”, which they import into  
17 the United States from SSH’s licensor, Jiangsu Seraphim. The products marketed  
18 and sold by Defendants are those that are to be exclusively sold and marketed by  
19 Plaintiff per the License. Defendants are intentionally targeting SSH’s exclusive  
20 customer base.

21 55. Defendants Sholin and Wood and DOES 1-20 act on behalf of Defendant  
22 SUI and DOES 21-30 in the capacity, among other roles, of sales representatives  
23 selling the products of Defendant SUI to the same customers who are, have been  
24 or potentially are, customers of Plaintiffs. All Defendants are aware of the  
25 relationship between licensee Plaintiff and Licensor Jiangsu Seraphim.

26 56. Plaintiff is informed and believes and based thereon alleges that Defendant  
27 Jun manages the affairs of Defendant SUI and at all times has been aware of  
28

1 Plaintiff's rights as licensee of the Mark "Seraphim" and has actively engaged in  
2 and/or authorized and encouraged the conduct herein complained of.

3 57. The use of the name "Seraphim" in the business of Defendants, and the sale  
4 of products the same or similar to those sold or to be sold by Plaintiff is unlawful,  
5 and in violation of Plaintiff's federally protected, common law, and contractual  
6 rights.

7 58. Since October 25, 2016 Defendants have commenced operations and  
8 contacted potential customers, some of whom are customers or potential  
9 customers of Plaintiff, and represented that they are "Seraphim USA" and offer  
10 products for sale the same or similar to those being offered for sale by Plaintiff. In  
11 many circumstances, customers of Plaintiff have placed orders with Defendants.

12 59. Actual customer confusion has occurred as Plaintiff has been contacted by  
13 customers questioning the contacts from Defendants and the different information  
14 provided by Defendants than had been provided by Plaintiff for "Seraphim"  
15 products.

16 60. Additionally, upon information and belief, and as evidenced by press  
17 releases, Defendants are intentionally misrepresenting facts to the public  
18 indicating that their products are "American made" and/or are manufactured in  
19 Jackson, Miss (the site of the SSH factory).

20 61. Defendants have made representations, include those made by Defendants  
21 Sholin and Wood, that they are Seraphim USA, and the only authorized seller of  
22 Seraphim products in the United States.

23 61. Customers, and potential customers have questioned the source of the  
24 products. Plaintiff manufactures its products in the United States. Defendant SUI  
25 imports it products from China.

26 62. Furthermore, upon information and belief, Defendants are illegally importing  
27 Chinese manufactured solar panels into the USA through a scheme often used by  
28

1 Jiangsu (see EU and Turkey investigations) of false “shell” warehouses where  
2 repacking of Chinese solar panels occur and where a laundering scheme of selling  
3 and re-selling occurs to give the Chinese panels a fake country origin to evade US  
4 import restrictions and tariffs on such Chinese solar panels.

5  
6 **FIRST CAUSE OF ACTION FOR TRADEMARK INFRINGEMENT**

7 **[15 U.S.C. §1114]**

8 (against defendants SUI; SEG; SHOLIN, WOOD, JUN, and DOES 1-30,  
9 inclusive)

10 63. Plaintiff realleges paragraphs 1-62 of the its complaint and incorporates  
11 them by this reference as though fully set forth herein.

12 64. Defendant SUI’s and SEG’s name and mark are identical to, or substantially  
13 indistinguishable from the “Seraphim” Mark of Plaintiff in sound, appearance,  
14 meaning and commercial impression, such that the use thereof is likely to, and  
15 has, cause(d) confusion, mistake, and deception as to the source, manufacture,  
16 and authorization of the products offered by Defendants; and that the public and  
17 commercial customers are likely to be confused, deceived and to assume  
18 erroneously that Defendants’ goods are the goods of Plaintiff; or that Defendants  
19 will make sales of their products to those who believe they are dealing with  
20 Plaintiff or purchasing Plaintiff’s products. This will irreparably injure, harm,  
21 and damage Plaintiff and its goodwill and reputation, as well as cause, and has  
22 caused a loss of sales.

23 65. The name and Mark “Seraphim” used by Defendants is identical to or  
24 substantially indistinguishable from the genuine “Seraphim” Mark. Only Plaintiff  
25 is authorized to use said name and Mark in the exclusive territory per a written  
26 license agreement, and the public and customers of Plaintiff are likely to be  
27 confused and deceived, and to assume erroneously that Defendants’s goods are in  
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1 some way connected with, licensed by, sponsored by, or affiliated with Plaintiff  
2 SSH.

3 66. Defendants are aware of the rights of Plaintiff and have taken the steps and  
4 engaged in the conduct described herein with full knowledge of Plaintiff's  
5 business, its market and customers, and that Plaintiff is the exclusive licensee  
6 of Jiangsu Seraphim in the United States.

7 67. Likelihood of confusion is enhanced due to the fact that the name being used  
8 by Defendants in their business is identical to Plaintiff's name and product name.  
9 Defendants and Plaintiff focus on the same market and customers.

10 68. Defendants are not affiliated with or connected with Plaintiff. Plaintiff has  
11 not endorsed, sponsored, nor approved any of Defendants' products sold or  
12 intended to be sold, nor their marketing materials, or representations nor the  
13 marketing and sales activities of Defendants Sholin, Wood, and DOES 1-20.  
14 Numerous cease and desist letters have been sent, but to no avail.

15 69. Defendants have never sought or obtained the permission of Plaintiffs to use  
16 the name or Mark "Seraphim".

17 70. The United States, and International Trademark registrations set out above  
18 provide at least constructive notice to Defendants that they do not have rights in  
19 and to the Seraphim name or Mark. However, Plaintiff is informed and believe  
20 and based thereon alleges that Defendant SUI was formed at the behest of, or with  
21 full knowledge and encouragement of Plaintiffs licensor, Jiangsu Seraphim.

22 71. Defendants' use of the name and Mark "Seraphim" in connection with the  
23 Defendants' products and marketing is likely to, and has caused, confusion,  
24 mistake, or deception of customers, and consumers as to the authorization and  
25 source of the products in violation of the Lanham Act, including but not limited  
26 to 15 U.S.C. §1114.

27 72. Upon information and belief, Plaintiff alleges that Defendants intentionally  
28

1 adopted and use the name and Mark "Seraphim" so as to create confusion and to  
2 traffic off of Plaintiff's marketing, reputation, and good will.

3 73. Plaintiff is informed and believes and therefore alleges that Defendants have  
4 derived unlawful gains and profits from the infringing use of the name and Mark  
5 "Seraphim", and will continue to derive unlawful gains and profits unless  
6 enjoined.

7 74. The good will of Plaintiff through the licensed use of its Licensor's name  
8 and Mark is of great value, and Plaintiff will continue to acquire goodwill and a  
9 positive reputation in its own right, and will suffer irreparable harm should  
10 Defendants' infringement be allowed to continue for which damages cannot  
11 adequately compensate Plaintiff.

12 75. Plaintiff has no control over the quality and specifications of the products  
13 offered by Defendants. Therefore, the great value of the name and Mark Plaintiff  
14 is lawfully licensed to use is subject to damage by an entity it cannot control.

15 76. Unless Defendants are enjoined by this Court from using the name and Mark  
16 "Seraphim", Plaintiff will continue to suffer irreparable harm and injury to their its  
17 goodwill and reputation.

18 78. Plaintiff is informed and believes and based thereon alleges that  
19 Defendants have engaged in acts of infringement, with knowledge of Plaintiff's  
20 exclusive rights in and to the trademark identified above in connection with solar  
21 panels and related products, and Defendants continue with acts of intentional  
22 infringement, thus entitling Plaintiff to an award of treble damages, disgorgement  
23 of Defendants' profits, and attorneys' fees and costs in bringing and maintaining  
24 this action, pursuant to Section 35(b) of the Lanham Act, 15 U.S.C. §1117(b).  
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27  
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1                   **SECOND CAUSE OF ACTION FOR COUNTERFEIT OF**  
2                   **REGISTERED MARK**

3                   **[15 U.S.C. §1114]**

4                   (against defendants SUI; SEG; SHOLIN, WOOD, JUN, and DOES 1-30,  
5                   inclusive)

6       79. Plaintiff realleges paragraphs 1-78 of the Complaint and incorporates them  
7       by this reference as though fully set forth herein.

8       80. Plaintiff is the exclusive licensee in the United States of valid U.S.  
9       Trademark registrations for “Seraphim” with regard to the products described  
10      herein.

11      81. Well before any of the acts of Defendants complained of herein, the  
12      Seraphim Mark was used in the United States, and throughout the world.

13      82. Defendants use a non genuine, non authorized similar name and Mark. It is  
14      identical or indistinguishable from the mark Plaintiff has exclusive right to use  
15      in the United States.

16      83. The “Seraphim” Mark is registered on the principal register and has obtained  
17      an International registration in the United States through the Madrid Protocol,  
18      forming the basis of its 66A filing.

19      84. Plaintiff did not authorize Defendants use of the infringing and counterfeit  
20      Mark, and name, and such unauthorized use of the Seraphim name and Mark is  
21      likely to confuse customers and consumers into falsely believing that Defendants’  
22      goods are the same as Plaintiff’s goods or are authorized or sanctioned, or  
23      endorsed by Plaintiff, which they are not.

24      85. Defendants’ use and continued use of the name and Mark “Seraphim”  
25      without  
26      the consent of Plaintiff is a willful and intentional infringement of plaintiff’s  
27      protected rights.  
28

1 86. Defendants have profited from their acts of infringement or will profit from  
2 said acts. Plaintiff is entitled to recover Defendants' profits arising from their  
3 infringement, any damages or loss sustained by Plaintiffs as a result of said  
4 infringement, as well as the costs of this action. Plaintiff is also entitled to an  
5 enhanced award of profits and/or damages to fully and adequately compensate it  
6 for Defendants' infringement, and at its election is also entitled to statutory  
7 damages.

8 87. Defendants have caused, and unless enjoined by this Court, will continue to  
9 cause irreparable injury to Plaintiff that is not fully compensable in monetary  
10 damages. Plaintiff is therefore entitled to a preliminary and permanent  
11 injunction enjoining and restraining Defendants from use of the Seraphim name  
12 and Mark or any other name or mark that is confusingly similar to the registered  
13 mark described herein.

14  
15 **THIRD CAUSE OF ACTION FOR FALSE**  
16 **DESIGNATION OF ORIGIN**

17 **[15 U.S.C. §1125(a)]**

18 (against defendants SUI; SEG; SHOLIN, WOOD, JUN, and DOES 1-30,  
19 inclusive)

20 88. Plaintiff realleges paragraphs 1-87 of the complaint and incorporates them  
21 by this reference as though fully set forth herein.

22 89. Defendants' use of the name and Mark "Seraphim" constitutes unfair  
23 competition and false designation of origin or false or misleading description or  
24 representation of fact, which is likely to deceive customers, consumers,  
25 prospective customers, and the public into believing that Defendants' products  
26 offered for sale under defendants' name and Mark have been certified, authorized,  
27 or are the same as Plaintiff's, in violation of Section 43(a) of the Lanham Act, 15  
28

1 U.S.C. §1125(a).

2 90. Defendants' actions have caused, will continue to cause, or are likely to  
3 cause confusion or mistake among the the public, customers, potential customers,  
4 and consumers as to the authorization or certification of defendants' products  
5 offered for sale under Defendants' counterfeit Mark, or to confuse the public,  
6 customers, potential customers, and consumers into believing that Defendants'  
7 products have the approval of Plaintiff, or are otherwise associated with Plaintiff,  
8 or were manufactured by Plaintiff, or are otherwise affiliated, connected,  
9 associated with or sponsored by Plaintiff, which they are not, in violation of  
10 Section 43(a) of the Lanham Act, 15 U.S.C. §1125(a).

11 91. Plaintiff has no control over the nature and quality of Defendants' products  
12 offered for sale under the name "Seraphim". Any failure, neglect, or default of  
13 Defendants' products or in the providing of their products, will reflect negatively  
14 on Plaintiff.

15 92. Plaintiff is informed and believes, and based thereon allege, that Defendants  
16 intentionally adopted, used, and continue to use the name "Seraphim"  
17 intentionally to create consumer and customer confusion and benefit from the  
18 name "Seraphim" in the solar panel industry, and the goodwill and reputation of  
19 Plaintiff. Plaintiff is further informed and believes that in fact, the acts and  
20 conduct of Defendants was at the behest of, or encouraged by licensor,  
21 Jiangsu Seraphim.

22 93. Plaintiff is informed and believe and based thereon alleges that Defendants  
23 have derived unlawful gains and profits from their infringement of the  
24 "Seraphim" name and Mark.

25 94. The goodwill of Plaintiff derived from the name and Mark, "Seraphim" is of  
26 great value, and Plaintiff will suffer irreparable harm to its trade reputation and  
27 goodwill, as well as will sustain a loss of sales, should Defendants' acts of unfair  
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1 competition and false representation and designations be allowed to continue.

2 95. Plaintiff has no control over the representations of Defendants with regard to  
3 their products, and no control over the quality of the products offered by  
4 Defendants. The value of the registered trademark to Plaintiff described herein is  
5 subject to damage by entities it cannot control. Unless enjoined by this Court  
6 from so doing, Defendants will continue to engage in acts of unfair competition,  
7 false representation and designation, to the irreparable damage and injury of  
8 Plaintiff.

9 96. Plaintiff is informed and believe and based thereon alleges that Defendants  
10 know and have known of the rights of Plaintiff and, that they have no rights in  
11 the name and Mark "Seraphim" in the exclusive territory, and nonetheless have  
12 engaged in the acts of unfair competition, false representation and designation and  
13 continue in such acts as described herein, thereby entitling Plaintiff to an award of  
14 its actual damages, disgorgement of Defendants' profits, and attorneys' fees and  
15 costs in bringing and maintaining this action, pursuant to Section 35(a) of the  
16 Lanham Act, 15 U.S.C. §1117(a).

17  
18 **FOURTH CAUSE OF ACTION FOR DILUTION**  
19 **BY TARNISHMENT**

20 (against defendants SUI; SEG; SHOLIN, WOOD, JUN,  
21 and DOES 1-30, inclusive)

22 97. Plaintiff realleges paragraphs 1-96 of the complaint and incorporates them  
23 by this reference as though fully set forth herein.

24 98. The "Seraphim" name and Mark, of which Plaintiff is the exclusive  
25 licensee in the United States, and therefore the only ones entitled to use such  
26 name and Mark in the U.S., is "famous" within the meaning of the Lanham Act  
27 and is distinctive in the solar panel industry, by virtue of the clarity, simplicity,  
28

1 consistency, obviousness and extensive use of the Mark on solar panels and  
2 related products over an extended period of time. As a result the name and Mark  
3 have become strong and widely recognized, identified and respected.

4 99. Plaintiff is informed and believes and based thereon alleges that Defendants'  
5 unlawful actions as described herein began long after the Seraphim name and  
6 Mark became famous and after Plaintiff received the exclusive license in the  
7 United States to use the Mark. Defendants acted knowingly, deliberately and  
8 willfully with the intent to trade on the reputation the name "Seraphim" had built  
9 in the solar industry and to dilute the Mark. Defendants' conduct is wanton,  
10 willful and egregious. Plaintiff is further informed and believe that in fact the  
11 acts and conduct of Defendants was at the behest of, or encouraged by Plaintiff's  
12 Licensor, Jiangsu Seraphim.

13 100. The actions of Defendants complained of have injured Plaintiff and are  
14 likely to continue to injure Plaintiff, especially in light of the fact that Defendants  
15 have targeted customers of Plaintiff and others known to have a need for  
16 Plaintiff's products, to sell their products to.

17 101. Defendants' intentional marketing and sale of products bearing the  
18 "Seraphim" Mark unfairly competes with Plaintiff and is likely to cause  
19 confusion, mistake, or to deceive, mislead, betray, and defraud customers,  
20 potential customers and consumers, and to lessen the value of the genuine  
21 Seraphim name and Mark.

22 102. Defendants' unauthorized and unlawful and counterfeit use of "Seraphim"  
23 has diluted the Mark, will continue to dilute it and tarnish Plaintiff's name and the  
24 "Seraphim" name and Mark, and is likely to detract from the distinctiveness of  
25 the registered Mark, "Seraphim".

26 103. Defendants' conduct is intended to trade on Plaintiff's reputation, marketing,  
27 and goodwill, as well as the quality and high standards of Plaintiff's products.  
28

1 Defendants' failure to conform to Plaintiff's strict regulations and standards of  
2 quality and service will mar the perception among customers and consumers of  
3 Plaintiff's products, and will tarnish and dilute the strength and value of the  
4 "Seraphim" Mark.

5 104. Defendants' continuing and knowing use of the name "Seraphim" and the  
6 logo in its advertising, offering for sale, and sale of solar panels and related  
7 products constitutes intentional infringement of Plaintiff's common law  
8 trademark in violation of 15 U.S.C. §1125c and California common law, as well  
9 as dilution and injury to business reputation in violation of California Business  
10 and Professions Code §14330, et seq.

11 105. Plaintiff has no adequate remedy at law to compensate it fully for the  
12 damages that have been caused and which will continue to be caused by  
13 Defendants' unlawful acts, unless they are enjoined by this Court.

14  
15 **FIFTH CAUSE OF ACTION FOR UNFAIR**  
16 **BUSINESS PRACTICES---B & P 17200**

17 (against all defendants)

18 106. Plaintiff realleges paragraphs 1-104 of the complaint and incorporates them  
19 by this reference as though fully set forth herein.

20 107. Defendants have committed all of the aforesaid acts willfully, maliciously  
21 and oppressively, without regard to Plaintiff's legal, contractual, and exclusive  
22 proprietary rights.

23 108. Defendants' acts and practices as detailed above constitute acts of unlawful,  
24 unfair or fraudulent business acts and practices within the meaning of California  
25 Business and Professions Code §17200.

26 109. Pursuant to California Business and Professions Code §17203, Plaintiffs  
27 seek an order from this Court prohibiting Defendants from engaging or continuing  
28

1 to engage in the unlawful, unfair, or fraudulent business acts or practices set forth  
2 herein.

3 110. Plaintiffs additionally request an order from this Court requiring that  
4 Defendants disgorge profits and return or pay to Plaintiffs all of Defendants'  
5 profits from the illegal transactions described herein, and/or pay restitution,  
6 including the amount of money that would have been paid to Plaintiff for the  
7 sales contemplated and consummated by Defendants as a result of the acts  
8 described herein, including through the use of Plaintiff's assets, trade names and  
9 trademarks.

10 111. Plaintiffs further request an order by this Court that Defendants are the  
11 trustee of all sums received by them that rightfully belong to Plaintiff and to  
12 impose a constructive trust on said sums directing Defendants to hold said sums  
13 for the benefit of Plaintiff.

14  
15 **SIXTH CAUSE OF ACTION FOR UNJUST ENRICHMENT**

16 (against defendants SUI; SEG; and DOES 21-30, inclusive)

17 112. Plaintiff realleges paragraphs 1-109 of the complaint and incorporates them  
18 by this reference as if fully set forth herein.

19 113. By virtue of the acts of Defendants as described herein they have been  
20 unjustly enriched. in an amount to be proven at trial.

21 114. Defendants retention of monies gained through it deceptive business  
22 practices, infringements, and other acts alleged and otherwise, would serve to  
23 unjustly enrich Defendants and would be contrary to the interests of justice.

24 115. All sums received by Defendants as a result of the acts described herein, or  
25 the proceeds of said sums, should be disgorged and paid over to Plaintiff.  
26  
27  
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1                               **SEVENTH CAUSE OF ACTION FOR AN ACCOUNTING**

2                                               (below all defendants)

3   116. Plaintiff realleges paragraphs 1-113 of the Complaint and incorporates them  
4   by this reference as though fully set forth herein.

5   117. As a result of the conduct described herein Defendants have received and  
6   will continue to receive money, profits and benefits under circumstances  
7   rendering their retention unjust.

8   118. The total amount of money, profits and benefits received and or retained by  
9   Defendants since the acts complained of herein are unknown to Plaintiff and  
10   cannot be ascertained without an accounting by Defendants to Plaintiff.  
11   Therefore the court should order an accounting so that the amount of money,  
12   profits and benefits wrongfully gained by Defendants, which rightfully belong to  
13   Plaintiff, can be determined.

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

16               1.   For compensatory damages in an amount to be proven at trial according  
17   to proof;

18               2.   For issuance of preliminary and permanent injunctive relief against  
19   Defendants, and each of them, and their respective officers, agents,  
20   representatives, servants, employees, attorneys, successors and assigns, and all  
21   others in active concert or participation with defendants, enjoining and restraining  
22   them from:

- 23                               a. imitating, copying, or making any other infringing use of the  
24                               Seraphim name and Mark, or hereafter confusingly similar Mark;  
25                               b. manufacturing, assembling, producing, distributing, offering for  
26                               distribution, circulating, selling, offering for sale, advertising,  
27                               importing, promoting, or displaying any simulation, reproduction,  
28

1 counterfeit, copy or imitation of the “Seraphim” Mark or any product  
2 bearing the Seraphim Mark;

3 c. using any false designation of origin or false description or  
4 statement that can or is likely to lead the trade, industry or public or  
5 individuals erroneously to believe that any product has been  
6 provided, produced, distributed, offered for distribution, circulated,  
7 sold, offered for sale, imported, advertised, promoted, displayed,  
8 licensed, sponsored, approved, or authorized by Plaintiffs, when  
9 such is not true;

10 d. using the names, logos, or other variations thereof of the  
11 “Seraphim” name or Mark, or Defendants’ counterfeit marks, in any  
12 trade or corporate name;

13 e. engaging in any other activity constituting an infringement of the  
14 “Seraphim” Mark, or in the rights of Plaintiffs, including in or to the  
15 rights to the name and Mark “Seraphim”; and

16 f. assisting, aiding, or abetting any other person or business in  
17 engaging in or performing any of the above activities;

18 3. Order Defendants at their own expense, to recall all products, and  
19 marketing promotional and advertising materials that bear the name “Seraphim”  
20 or any name or Mark confusingly similar to the registered Mark described herein,  
21 which have been manufactured, distributed, sold, or shipped by Defendants or on  
22 their behalf, and to reimburse customers from which the foregoing is recalled;

23 4. Order Defendants to immediately produce and turn over to counsel for  
24 Plaintiffs all products, labels, signs, prints, packages, molds, business cards,  
25 promotional materials, dies, wrappers, receptacles, and anything else in their  
26 possession that bears the name or Mark, “Seraphim”;

27 5. Order Defendants to publish Notice to all customers or members of the  
28

1 trade and industry who may have seen or heard of Defendants' use of the name  
2 and/or Mark, "Seraphim", which Notice shall disclaim any rights to use the name  
3 and Mark, as well as disclaim any connection with Plaintiff or authorization from  
4 them for use of the name and Mark described herein, and shall advise in said  
5 Notice of this Court's injunction and Order that Defendants discontinue any use  
6 of the name or Mark, "Seraphim".

7 6. Order that Defendants file with this Court and serve upon Plaintiff  
8 within thirty (30) days after service on Defendants of an injunction in this action, a  
9 report by Defendants, under oath, setting forth that Defendants have complied  
10 with the injunction, as well as the steps they have taken to comply;

11 7. For general, special, and actual damages as follows for Trademark  
12 infringement;

- 13 a. Plaintiff's damages and defendants' profits pursuant to 15 U.S.C.  
14 §1117(a), trebled pursuant to 15 U.S.C. §1117(b) for Defendants'  
15 wilful violation of the federally protected rights of Plaintiffs; and  
16 b. If Plaintiff so elects, statutory damages of up to \$2,000,000 per  
17 counterfeit mark, type of product sold, offered for sale, or  
18 distributed, pursuant to 15 U.S.C. §1117(c);

19 8. For damages as provided by law or in an amount to be proven at trial for  
20 trademark dilution;

21 9. For damages as provided by law or in an amount to be proven at trial for  
22 common law unfair competition;

23 10. For disgorgement of profits gained through the illegal and deceptive  
24 practices described:

25 11. For an Order requiring that Defendants provide complete accountings of  
26 the activities described herein, and that all sums obtained from their unfair, illegal  
27 or deceptive practices be turned over to Plaintiff;  
28

1           12. For an order that Defendants are the constructive trustees of all sums  
2 obtained from their unfair, illegal or deceptive practices and activities  
3 described herein, and that they are to hold said sums in trust and for the benefit  
4 of Plaintiff;

5           13. Designate this action an exceptional case entitling Plaintiff to an award  
6 of its reasonable attorney fees incurred as a result of this action pursuant to 15  
7 U.S.C. §1117, and to award said fees to Plaintiffs;

8           14. For attorney fees pursuant to Code of Civil Procedure Section 1021.5

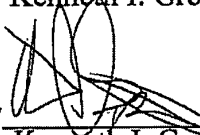
9           15. For costs of suit herein incurred;

10          16. For prejudgment interest in the amount of ten percent (10%) per annum  
11 or the maximum amount allowed by law; and

12          17. For such other and further relief the Court deems just and proper.  
13  
14  
15

16 Dated: June 5, 2019

Kenneth I. Gross & Assoc.

17  
18 by 

Kenneth I. Gross, Esq.  
Attorneys for Plaintiff  
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