

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

3M COMPANY,

Plaintiff,

vs.

MATTHEW STARSIK,
AMK ENERGY SERVICES LLC, and
JOHN DOES 1 THROUGH 10,
whose true names are largely unknown.

Defendants.

CASE NO. _____

COMPLAINT

JURY TRIAL DEMANDED

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff 3M Company (“3M” or “Plaintiff”), by and through its undersigned attorneys, as and for its Complaint against Defendants Matthew Starsiak, AMK Energy Services LLC, and John Does 1 through 10 (collectively, “Defendants”), hereby alleges as follows based on knowledge of 3M’s own actions, and on information and belief as to all other matters:

NATURE OF THE ACTION

1. This lawsuit concerns Defendants’ ongoing attempts to claim that they represent 3M, and their unauthorized use of 3M’s name and famous trademarks, to perpetrate a false and deceptive scheme on unwitting customers and consumers during the global COVID-19 pandemic.

2. Defendants Matthew Starsiak and AMK Energy Services LLC are running a scam. Starsiak is a former major in the U.S. Marine Corps. During that time, he asserts, he “worked with the State Department during those years *running the air war for Iraq and Afghanistan* on the Marine Corps side” and then “*ran the counter drug air war for the US government* throughout Latin America, Asia, Bahamas, Caribbean, and Africa” working “closely with the DEA, FBI, Homeland Security, CIA along with all the other joint services conducting that air war.” If true—and virtually nothing that has come out of Starsiak’s mouth over the course of his fraudulent conduct has turned out to be true—then he repeatedly used a distinguished service record to win trust so he could to trick people into paying him for 3M N95 respirators that he does not have. Defendants used pressure tactics and lies while repeatedly claiming a false affiliation with 3M that violates 3M’s rights under Lanham Act. Defendants are still at it. 3M brings this action to ask this Court to put a stop to Defendants’ unlawful activities, to protect the public from the fraud, and to protect 3M’s name and reputation from being falsely associated with Defendants’ misconduct.

3. In May 2020, Starsiak approached 3M falsely claiming to represent a consortium of wealthy individuals and charitable foundations, including the Bill & Melinda Gates Foundation (“the Gates Foundation”), Sir Richard Branson, and Elon Musk. In the course of this fraud, Starsiak communicated with several 3M lawyers, including 3M’s Senior Vice President, General Counsel, and Secretary. Starsiak claimed to be seeking to purchase ***\$1.143 trillion*** in 3M N95 respirators to send to underserved populations in Africa. 3M has since confirmed that the Gates Foundation has no knowledge of Defendants.

4. In any event, 3M rejected Defendants efforts to jump ahead of 3M's commitments to provide much-needed respirators for healthcare workers and other critical needs. Nevertheless, Defendants did walk away from their discussion with 3M with something they could use: the names of the 3M lawyers they communicated with. Defendants' used those names as bait to lure unwitting buyers into placing large amounts of money in escrow to purchase billions of fictitious 3M N95 respirators. By all appearances, Defendants are continuing to run this scam to this day.

5. During May 2020, in connection with the sale or purchase of 3M-branded N95 respirators, Defendants falsely claimed to be:

- Affiliated with the Gates Foundation, Richard Branson, and Elon Musk;
- "3M's number one sales team";
- Authorized 3M distributors of N95 respirators;
- In "regular[]" touch with 3M's Senior Vice President, General Counsel, and Secretary; and
- Represented by the global law firm Dentons in these transactions.

None of this is true.

6. Let this be clear: 3M has never had any affiliation whatsoever with Defendants, whose fraudulent scheme during a global pandemic represents not only a new low in rapacious profiteering, but also endangers lives by diverting buyers from legitimate sources of much-needed respirators.

7. 3M brings this lawsuit to ensure that, at a bare minimum, its name, reputation, goodwill, and famous marks are not damaged by being used in connection with an ongoing criminal scheme to defraud people seeking personal protective equipment during a

pandemic. 3M respectfully requests that this Court preliminarily and permanently order Defendants to stop using 3M's name and trademarks, stop falsely claiming to be affiliated with 3M, and stop hijacking the names of 3M's top legal officer and senior counsel to falsely claim such an affiliation.

8. In addition to the damages and injunctive relief sought in this complaint, 3M has referred this matter to federal law enforcement.

BACKGROUND

9. Throughout its history, 3M has been providing state-of-art, industry-leading scientific and medical products to consumers throughout the world under its famous 3M marks. Based on this longstanding, continuous use, consumers associate the 3M marks uniquely with 3M. Now, more than ever, consumers are also relying on the famous 3M marks to indicate that the products offered thereunder are of the same superior quality that consumers have come to expect over the past century. This is especially true with respect to 3M's numerous industry-leading healthcare products and personal protective equipment ("PPE"), including Plaintiff's 3M-brand N95 respirators.

10. Healthcare professionals and other first responders are heroically placing their health and safety on the line to battle COVID-19. To assist in the battle, 3M is working around the clock to supply healthcare workers, first responders, and critical infrastructure operators with millions of 3M-brand respirators. Beginning in January, 3M began increasing its production of 3M-brand respirators, doubling its global output to a rate of 1.1 billion per year, or 100 million per month. This includes 35 million per month being manufactured and

distributed in the United States, or more than 1 million respirators per day produced in the U.S. for use in the fight against COVID-19. 3M also is investing in the capital and resources to enable it to double its respirator production capacity once again, to 2 billion globally before the end of 2020. In the United States alone, 3M plans to be producing respirators at a rate of 50 million per month by June 2020, and at a rate of more than 95 million per month by October 2020. And to supplement its U.S. production, 3M also has announced a plan to import 166.5 million 3M-brand respirators from 3M's production facilities overseas. In the United States, 90 percent of 3M's respirators are going to healthcare and public health users, with the remaining deployed to other critical industries such as energy, food and pharmaceuticals. The U.S. distribution of 3M-brand respirators is being coordinated with the Federal Emergency Management Agency, which is basing allocation decisions on the most urgent needs.

11. The demand for 3M-branded respirators has grown dramatically in response to the pandemic, and 3M has been committed to seeking to meet this demand while keeping its respirators priced fairly. 3M is working with customers, distributors, governments, and medical officials to direct 3M supplies to where they are needed most. Importantly, 3M has *not* increased the prices that it charges for 3M respirators as a result of the COVID-19 outbreak.

12. Unfortunately, a number of wrongdoers are seeking to exploit the current public health emergency and prey on innocent parties through a variety of scams involving 3M N95 respirators and other products in high demand. These scams include unlawful price-gouging, fake offers, counterfeiting, and other unfair and deceptive practices—all of which

undercut the integrity of the marketplace and constitute an ongoing threat to public health and safety.

13. In response to fraudulent activity, price-gouging and counterfeiting related to N95 respirators that has spiked in the marketplace in response to the pandemic, 3M is taking an active role to combat these activities. 3M's actions include working with law enforcement authorities around the world, including the Department of Justice, state Attorneys General, the Federal Bureau of Investigation, and local authorities to combat price-gouging and other unlawful activities. 3M has established a dedicated point of contact for federal and state procurement officials to promptly validate third-party offers and quotes. In doing so, 3M has already helped prevent dozens of potentially fraudulent transactions with federal agencies, state governments, municipal governments, private enterprises and other organizations. Every U.S. Governor has been briefed on 3M's efforts, and 3M is in regular contact with numerous governors and state attorneys general regarding these efforts to prevent and combat fraud. The Department of Justice has publicly thanked 3M for the assistance it has provided in investigations that have led to arrests. See Press Release: New Jersey Man Arrested For \$45 Million Scheme To Defraud And Price Gouge New York City During COVID-19 Pandemic, available at <https://www.justice.gov/usao-sdny/pr/new-jersey-man-arrested-45-million-scheme-defraud-and-price-gouge-new-york-city-during> (May 26, 2020).

14. 3M has also created a website where people can report potential price-gouging and the "3M COVID-19 Fraud hotline" for end-users and purchasers of 3M products in the United States and Canada to call for information and to help detect fraud and avoid

counterfeit products. Moreover, 3M is publishing information about its anti-price-gouging and counterfeiting efforts on the 3M website, including disclosure of 3M's list prices for its N95 respirators so that customers can identify and avoid inflated prices, and the web address and phone numbers that can be used to identify 3M authorized distributors and dealers in the United States and Canada. Further information about 3M's efforts are set forth in the 3M press release and publication attached hereto as **Exhibits 1 and 2**. This Complaint is another part of these efforts.

15. Including this action, 3M has filed more than ten lawsuits in state and federal courts in its fight against fraud, price gouging, and counterfeiting. 3M has won five temporary restraining orders and three preliminary injunction orders from courts across the country that put a stop to other defendants' wrongful and unethical profiteering from the pandemic.

16. Despite 3M's extensive efforts during COVID-19, deplorable pandemic profiteers continue their quests to take advantage of healthcare workers, first responders, and others in a time of need and trade off the fame of the 3M name and trademarks, and falsely associating themselves with 3M and its reputation for providing the highest quality PPE at fair prices. Defendants are prime examples of that behavior.

17. 3M does not—and will not—condone individuals or entities deceptively trading off the fame and goodwill of the 3M name and marks for criminal gain. This is particularly true against those who seek to exploit the surge in demand for 3M-brand products during the COVID-19 global pandemic that has already claimed nearly 400,000 lives worldwide.

18. Accordingly, to further protect the public from Defendants’ fraud and pandemic profiteering, to reduce the amount of time and precious resources healthcare providers and procurement officers are forced to waste interacting with such schemes, as well as to forestall any further diminution to the 3M name and marks’ reputation, fame, and goodwill, Plaintiff brings this lawsuit against Defendant for federal and state trademark infringement, unfair competition, false association, false endorsement, false designation of origin, trademark dilution, false advertising, unlawful, unfair, and fraudulent business acts and practices. Plaintiff also seeks preliminary and permanent injunctive relief. Any damages, costs, or fees recovered by 3M will be donated to charitable COVID-19 relief efforts.

THE PARTIES

19. Plaintiff 3M Company is a Delaware corporation, with a principal place of business and corporate headquarters located at 3M Center, St. Paul, Minnesota 55144. 3M is a diversified technology company with a global presence and is among the leading manufacturers of products for many of the markets it serves, including PPE such as 3M-brand N95 respirators.

20. Defendant Matthew Starsiak is a con man who trades on his military service to deceive others so he can take their money. Starsiak is a resident of Bountiful, Utah. He is the president of Defendant AMK Energy Services LLC. By his own description, he spent twenty-four years in the Marine Corps, rising to the rank of major. In May 2020, as part of a fraudulent scheme, he claimed to have “*run[] the air war for Iraq and Afghanistan on the Marine Corps side*” before “*r[unning] the counter drug air war for the US government*

throughout Latin America, Asia, Bahamas, Caribbean, and Africa.” On information and belief, Starsiak left the Marine Corps in 2015. During the fraudulent scheme alleged in this Complaint, Starsiak claimed to have a “a top-secret FBI clearance,” which he used to establish his bona fides when he was challenged by one buyer for “doing something illegal.” On his LinkedIn page he describes his profession, in part, as “Humanitarian.”

21. Defendant AMK Energy Services LLC (“AMK”) is a Utah limited liability company. AMK has filed paperwork with the U.S. Department of Veterans Affairs claiming to have nearly 900 employees—nearly all veterans—operating out of twenty-one locations. AMK’s website is even bolder, claiming “1700 employees spanning more than 80 operation facilities around the world.” According to AMK’s website, its headquarters are at 655 5th Ave, New York, NY 10118 just down the street from Trump Tower in the same building as the Salvatore Ferragamo flagship store on some of the most expensive property in the world. These claims appear false. The Zip Code on the website is wrong for that address and a visit to the physical address shows no signs of AMK. Indeed, the building superintendent, who has worked there for sixteen years, has never heard of AMK. AMK is not registered to do business in New York. The Utah Secretary of State website lists AMK’s actual address as being in Bountiful, Utah in a one-and-a-half story residential home.



The information shown in connection with AMK's D-U-N-S number also shows a single location on a residential street in Bountiful, Utah. Like nearly everything else about Defendants, AMK itself appears to be a sham.

22. On information and belief, Defendants John Doe 1 through 10 worked in concert with other Defendants in connection with this fraudulent scheme. Defendants John Doe 1 through 10's true names are largely unknown; in certain circumstances, however, these Defendants may include co-conspirators—including those in legal and operational roles with Defendants—whose names appear in this Complaint but against whom 3M has not yet asserted causes of action.

JURISDICTION AND VENUE

23. The claims for trademark infringement, unfair competition, false association, false endorsement, false designation of origin, trademark dilution, and false advertising, respectively, asserted in Counts I – IV, *infra*, arise under the Trademark Act of 1946 (as amended; the “Lanham Act”), namely, 15 U.S.C. §§ 1051 *et seq.* Accordingly, this Court has original and subject-matter jurisdiction over Counts I – IV pursuant to 28 U.S.C. §§ 1331, 1338(a), and 15 U.S.C. § 1121(a).

24. The claims for trademark dilution and trademark infringement, asserted in Counts V – VIII, *infra*, arise under the Minnesota Statutes, and are so related to the federal claims asserted in Counts I – IV, *infra*, that they form part of the same case or controversy. Accordingly, this Court has supplemental jurisdiction over Counts V – VIII pursuant to 28 U.S.C. §§ 1338(b) and 1367(a).

25. This Court also has subject matter jurisdiction on the separate and independent ground of diversity of citizenship pursuant to 28 U.S.C. § 1332(a). There is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

26. Defendants have purposefully availed themselves of the privilege of transacting business within the State of Minnesota, including in this District. Defendants have also committed and intentionally directed tortious acts towards residents of the State of Minnesota, including in this District. 3M's claims arise out of and relate to Defendants' transaction of business and tortious acts committed within the State of Minnesota, including in this District. Based on the foregoing, this Court has long-arm jurisdiction over Defendants.

27. A substantial part of the events giving rise to the claims asserted, *infra*, occurred in this District. Accordingly, venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(2).

28. Defendants are subject to personal jurisdiction in this District. Accordingly, venue is also proper in this District pursuant to 28 U.S.C. § 1391(b)(3).

FACTS COMMON TO ALL CLAIMS FOR RELIEF

I. Plaintiff 3M

29. 3M has grown from humble beginnings in 1902 as a small-scale mining venture in Northern Minnesota to what it is today, namely: an industry-leading provider of scientific, technical, and marketing innovations throughout the world. Today, 3M's portfolio includes more than 60,000 goods and services, ranging from household and school

supplies, to industrial and manufacturing materials, to medical supplies and equipment.

A. The 3M Brand

30. 3M offers its vast array of goods and services throughout the world under numerous brands, including, for example: ACE; POST-IT; SCOTCH; NEXCARE; and more. Notwithstanding the widespread goodwill and resounding commercial success enjoyed by these brands, 3M's most famous and widely recognized brand is its eponymous "3M" brand.

31. The 3M brand is associated with products and materials for a wide variety of medical devices, supplies, and PPE, including, for example: respirators; stethoscopes; medical tapes; surgical gowns, blankets, and tape; bandages and other wound-care products; and many more. As a result, 3M-branded products are highly visible throughout hospitals, nursing homes, and other care facilities where patients, care providers, and procurement officers value and rely upon the high quality and integrity associated with the 3M brand.

B. The Famous "3M" Marks

32. Over the past century, 3M has invested hundreds of millions of dollars in advertising and promoting its 3M-brand products to consumers throughout the world (including, without limitation, its 3M-brand N95 respirator) under the standard-character mark "3M" and the 3M logo shown below (together, the "3M Marks"):



33. For decades, products offered by under the 3M Marks have enjoyed enormous commercial success (including, without limitation, 3M-brand N95 respirators). Indeed, in 2019, alone, sales of products offered under the 3M Marks exceeded several hundred

million USD.

34. Over the same period of time, products offered under the 3M Marks have regularly been the subject of widespread, unsolicited media coverage and critical acclaim.

35. Based on the foregoing, consumers associate the 3M Marks uniquely with 3M and recognize them as identifying 3M as the exclusive source of goods and services offered under the 3M Marks. Based on the foregoing, the 3M Marks have also become famous among consumers in Minnesota and throughout the United States.

36. To strengthen 3M's common-law rights in and to its famous 3M Marks, 3M has obtained numerous federal trademark registrations, including, without limitation: (i) U.S. Trademark Reg. No. 3,398,329, which covers the standard-character 3M mark in Int. Classes 9 and 10 for, *inter alia*, respirators (the "329 Registration"); (ii) U.S. Trademark Reg. No. 2,692,036, which covers the 3M logo for, *inter alia*, a "full line of surgical masks, face shields, and respiratory masks for medical purposes" (the "036 Registration"); and (iii) U.S. Trademark Reg. No. 2,793,534, which covers the 3M design mark in Int. Classes 1, 5, and 10 for, *inter alia*, respirators (the "534 Registration"). **See Exhibits 3-5.**

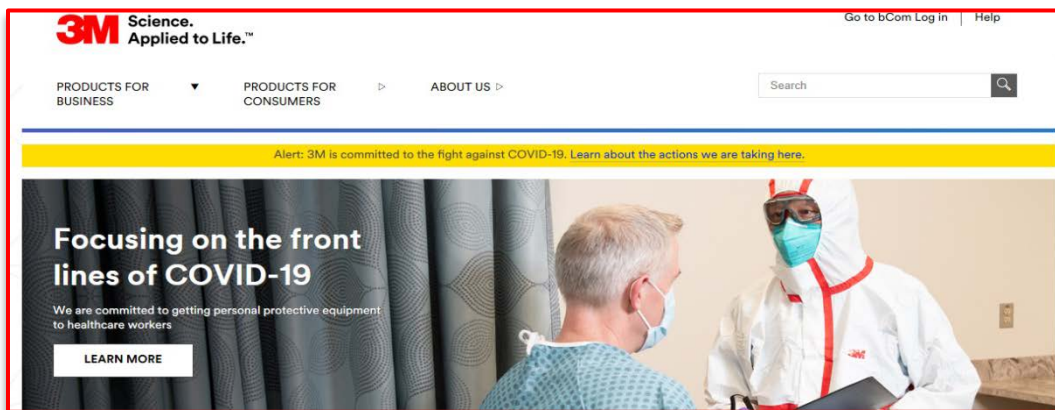
37. Each of the foregoing Registrations is valid, in effect, and on the Principal Trademark Register.

38. Each of the foregoing Registrations is "incontestable" within the meaning of 15 U.S.C. § 1065. Accordingly, each Registration constitutes conclusive evidence of: (i) 3M's ownership of the 3M Marks; (ii) the validity of the 3M Marks; (iii) the validity of the registration of the 3M Marks; and (iv) 3M's exclusive right to use the 3M Marks throughout the United States for, *inter alia*, respirators.

39. Plaintiff’s famous 3M Marks do more than identify 3M as the exclusive source of goods and services offered thereunder. Indeed, the famous 3M Marks also signify to consumers that 3M-brand products offered under the 3M Marks are of the highest quality and adhere to the strictest quality-control standards. Now, more than ever, consumers rely on the famous 3M Marks’ ability to signify that products offered under the 3M Marks are of the same high quality that consumers have come to expect of the 3M brand over the past century.

C. 3M’s Extensive Efforts to Assist with the Battle Against COVID-19

40. Medical professionals and first responders throughout the world are donning extensive PPE as they place their health and safety on the line in the battle against COVID-19. As 3M states on the homepage of its website, it is “committed to getting personal protective equipment to healthcare workers”:



41. Among the PPE that 3M is providing to the heroic individuals on the front lines of the battle against COVID-19 are its 3M-brand N95 respirators.

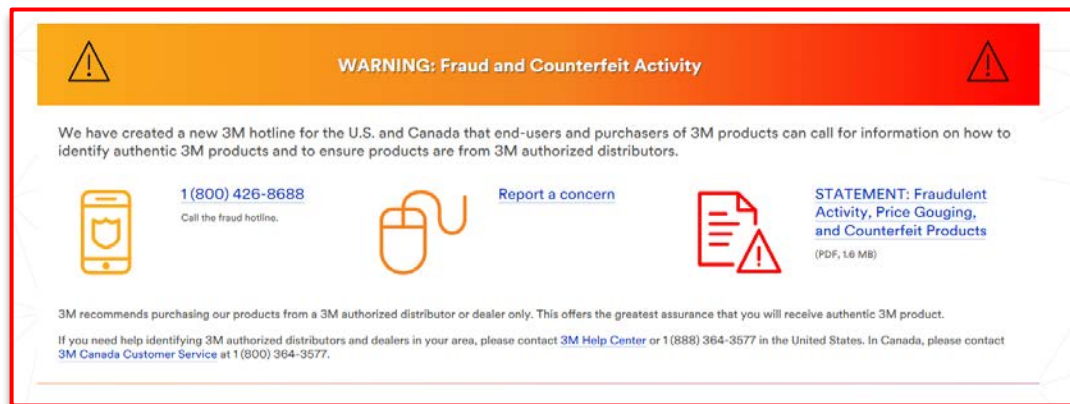
42. Authentic N95 respirators reduce exposure to airborne biological particles and liquid contamination when appropriately selected, fitted, and worn.

43. Based on the exponential increase in demand for 3M-branded N95 respirators, 3M has invested in the necessary capital and resources to double its annual production of 1.1 billion N95 respirators. *See* Exs. 1, 2. **What 3M has *not* done in the face of the global COVID-19 pandemic is increase its prices.** *See id.*

44. Unfortunately, certain third parties do not share 3M's sense of civic responsibility during this time of crisis. Indeed, opportunistic third parties are seeking to exploit the increased demand for 3M-branded N95 respirators by offering to sell them for exorbitant prices, selling counterfeit versions of them, and accepting money for 3M-brand N95 respirators despite having no product to sell or never intending to deliver the product in the first place.

45. Accordingly, to protect both consumers and healthcare workers on the front lines of the COVID-19 battle from deception and inferior products, to reduce time wasted by healthcare providers and procurement officers on scams, as well as to protect 3M's goodwill, reputation, and carefully curated 3M brand, 3M is working diligently with law enforcement, retail partners, and others to combat unethical and unlawful business practices related to 3M-brand N95 respirators. For example, in late March 2020, 3M's Chief Executive Officer, Mike Roman, sent a letter to U.S. Attorney General, William Barr, and the President of the National Governor's Association, Larry Hogan of Maryland, to offer 3M's partnership in combatting price-gouging. As shown in the inset image, additional examples of 3M's efforts to combat price-gouging, counterfeiting, and other unlawful conduct during COVID-19 include:

- a. 3M posted on its website the list price for its 3M-brand N95 respirators so that consumers can readily identify inflated pricing (*See Exhibit 6*);
- b. 3M created a form on its website that consumers can use to report suspected incidents of price-gouging and counterfeiting (*See Exhibit 7*); and
- c. 3M created a fraud “hotline” that consumers can call to report suspected incidents of price-gouging and counterfeiting.



II. Defendants’ Unlawful Conduct

46. Despite 3M’s extensive measures to combat price-gouging and counterfeiting of its 3M-brand N95 respirators, illicit activities by bad actors continue. Defendants are a prime example of this unlawful behavior, which is damaging the 3M brand and public health and safety in a time of unprecedented crisis. Defendants’ misrepresentations and infringement are also likely to confuse the public into falsely believing that they are affiliated with 3M or authorized 3M dealers.

A. Defendants Lie to 3M Lawyers About Purchasing Nearly \$1.7 Trillion in Respirators to Send to Underserved Populations in Africa.

47. On May 10, 2020, Ivan Fong, 3M’s Senior Vice President, General Counsel, and Secretary, received an email from Eric S. Schuster, a creditor-side bankruptcy attorney at Funk & Bolton PA, a small Maryland law firm. He wrote Mr. Fong asking for “10 minutes of your time,” and lodging two requests:

- a. *First*, that Mr. Fong “please read the below email from my close contact who is trying to close a deal for a well known charity to send hundreds of billions of 3M masks to Africa.”
- b. *Second*, that Mr. Fong give this “close contact” and “the well known buyer 5 minutes of your time for a call to see if you and 3M can facilitate this charitable transaction for the benefit of the people of Africa.”

(*See Exhibit 8.*) The “close contact” Mr. Schuster referred to in his email was Defendant Matthew Starsiak, the President of AMK Energy Services Corp.

48. In the email Mr. Schuster forwarded to Mr. Fong, Mr. Starsiak claimed to be “getting the run around by 3M escrow attorneys.” As Mr. Starsiak explained,

I have a very influential client who is part of a very large influential charity that is world renowned and you would recognize if I told you the name. They are asking me for assistance as they have been trying to purchase 100B 3M 1860 masks for Africa and other locations to donate to those in need. They were ready to transfer funds for the past three days but we have not been able to talk to a 3M attorney to do so

If we can schedule a legitimate 3M attorney to come on the phone with them for 5 minutes to verify funds it will fix this problem so they will move forward with the knowledge that 3M is aware of the transaction and how they are going to receive masks

Normally my Dentons Attorney is sufficient for most clients, not for this one because of how many times they have been

burned by other groups claiming to have 1860 masks. . . .

[T]he buyers I'm bringing to 3M are some of the richest, most powerful people in the world that want to remain anonymous except to the 3M attorneys[] of course, to help the charities and countries that need it the most, just fyi.

(See Id.)

49. Although Mr. Fong responded that he was not able to talk with Mr. Starsiak at that time, he did try to be helpful: "If you send me the name of the 3M attorney your friend has been dealing with, I can verify. Otherwise, it would be better for me to ask one of my direct reports to speak with you or your friend." Neither Mr. Starsiak nor Mr. Schuster sent the name of the 3M attorney. On information and belief, no such attorney exists. Indeed, 3M does not use in-house escrow attorneys.

50. Mr. Fong responded that he would have one of his reports connect with Mr. Starsiak. Mr. Schuster responded: "Very kind of you my friend."

B. Defendants Falsely Claim to Be Affiliated with the Gates Foundation, Among Others.

51. The next morning, May 11, 2020, Haley Schaffer, Senior Counsel to 3M, spoke with Matthew Starsiak on the phone. As appears to be the way he starts every phone call, Mr. Starsiak discussed being in the Marine Corps for twenty-four years and to running the counter-drug initiative in Latin America as well as having a large role in Iraq. He claimed to be working presently for Sir Richard Branson, founder of the Virgin Group, and the Gates Foundation.

52. Mr. Starsiak told Ms. Schaffer that Mr. Branson and the Gates Foundation wished to purchase 900 billion respirators for underserved populations globally. At the

current posted list prices, this would represent a respirator purchase of nearly **\$1.143 trillion**—more than thirty-six times 3M’s total annual revenues. It would also represent hundreds of years of 3M’s N95 respirator production.

53. Mr. Starsiak requested another call later that day with additional members of his team, including Mark Wright, AMK’s operations chief.

54. This time, Haley Schaffer and two other 3M employees joined the call: Michael Gannon, Senior Trademark Counsel; and Joel Van Heyst, a former FBI agent working for 3M Corporate Security. Following that second call, Ms. Schaffer called Mr. Schuster, Defendants’ lawyer, to enquire as to Mr. Starsiak’s bona fides. Mr. Schuster assured Ms. Schaffer that he wouldn’t connect someone with Mr. Fong who “wasn’t kosher.”

55. The next day, May 31, 2020, Ms. Schaffer declined Mr. Starsiak’s request on behalf of 3M:

Matt, as I am sure you can understand, in this unprecedented crisis, the vast majority of our capacity has already been directed to existing commitments to serve government emergency response and healthcare orders. We simply don’t have the capacity to fill the request, and we are guided by FEMA in prioritizing the areas of most urgent needs.

(*See Exhibit 9.*) Mr. Starisak thanked Ms. Schaffer for her “time and consideration.” He said: “[Y]ou have been more than helpful.”

56. Shortly thereafter, 3M’s Director of Global Security emailed the Gates Foundation to ask whether Mr. Starsiak or his company had any affiliation with the Gates Foundation. The Gates Foundation had never heard of him or his company.

C. Defendants Seek to Defraud Buyers by Claiming a False Affiliation with 3M.

57. At the same time as Mr. Starsiak was trying to purchase 900 billion N95 respirators from 3M at \$1.27 a respirator (supposedly for charitable distribution in Africa), he was also secretly trying to find buyers willing to purchase N95 respirators at between \$3.85 and \$4.50 each. This represents a markup of between \$2.58 and \$3.23 per respirator over the price he was seeking to buy. To put that in perspective, if Mr. Starsiak had been able to find purchasers at that price for all the 900 billion respirators that he claimed to be purchasing for charity, his under-the-table net on those respirators would be between **\$2.322 and \$2.907 trillion**. Even a fraction of those respirators diverted from charitable purposes would have made Mr. Starsiak—currently working out of a one-and-a-half story house in Bountiful, Utah—a billionaire.

58. In early May 2020, Mr. Starsiak, on behalf of AMK and himself, began having a series of calls with Star Brands Group, a New York-based PPE supplier dedicated to the ethical sourcing and supply of lifesaving protective equipment for medical professionals. In the very first call, Defendants identified themselves as “3M’s number one sales team” and as a “3M authorized distributor.” These are, simply put, lies. Neither Mr. Starsiak nor his company is, or ever has been, a member of 3M’s sales team. Nor have either one of them ever been an authorized 3M distributor.

59. Mr. Starsiak, on behalf of AMK and himself, claimed to have hundreds of millions of 3M respirators in stock and demanded that large sums of money be placed immediately into escrow for the purchase of these respirators. As Matthew Hise, a founding partner of Star Brands Group, would later report, Mr. Starsiak “pushed and pushed and

pushed for us to give banking information to them in order to ‘close deals quickly.’” As Mr. Hise would further report, “[t]hey always pushed and pushed us to close the deal fast and get us paperwork fast. Everything had to happen fast.”

60. In these conversations, Defendants fraudulently posed as a 3M distributor. Defendants also repeatedly stressed their access to 3M attorneys. For instance, Defendants provided Star Brands Group with “AMK Procedures for 3M SPOT/ Production Contract with Client” that detailed how Star Brands Group was to channel money to AMK’s Swiss escrow agent. In that document, Defendants claimed the ability to provide letters of intent to the “3M Team, who then provides 3M Attorney information for the region.” According to Defendants’ fraudulent document, AMK’s Swiss escrow agent would then “confirm with 3M Attorney that [proof of funds] . . . had been provided and verified.”

61. Over the course of these conversations in May 2020, Star Brands Group, through Mr. Hise, began to become concerned that Mr. Starsiak and AMK did not in fact have the bona fide affiliation with 3M that they had claimed. On May 20, 2020, Mr. Hise was apprehensive enough that he recorded his final conversation with Defendants. Mr. Starsiak began his portion of the call with his usual routine, using his military service to establish his credentials:

I spent 24 years in the Marine Corps. I worked with the State Department during those years running the air war for Iraq and Afghanistan on the Marine Corps side. Then I ran the counter drug air war for the US government throughout Latin America, Asia, Bahamas, Caribbean, and Africa . . . I worked closely with the DEA, FBI, Homeland Security, CIA along with all the other joint services conducting that air war.

62. During the call, Mr. Starsiak went on to note that he had founded AMK “to fund and construct government infrastructure projects after disaster relief operations” but “we got into this with the PPE” because “3M needed some government contractors to do vetting” on potential buyers like Star Brands Group. According to Mr. Starsiak, “3M doesn’t have any patience. They’ll call them once with their 3M attorney. It all goes attorney to attorney.” Mr. Starsiak pressed Mr. Hise to move fast: “You’re a little bit behind the power curve.” Again: lies.

63. After being repeatedly and falsely assured that Defendants were affiliated with 3M, Mr. Hise asked for proof: “With respect, Major Starsiak . . . it’s just that our buyers, who are ready to go, just want to know what AMK’s relationship is with 3M.” When Star Brands Group requested a document that “ties you into 3M,” Mr. Starsiak twice repeated that it was “not a problem.” Mr. Starsiak falsely described his relationship to 3M and its lawyers: “I have [3M General Counsel] Ivan Fong that I go to regularly, who is the lead senior counsel for 3M [and] actually doing their Board of Directors meeting for their investors this week. He gave me [3M Senior Counsel] Haley Schaffer, because I had another group that claimed they were with the Gates Foundation and claimed they had Elon Musk and Mr. Branson with Virgin and they asked me to get the attorneys on the line . . . so those attorneys, the top attorneys for 3M, did come on the line with them.” More lies.

64. As the conversation became more heated, Mr. Hise told Mr. Starsiak: “I’m not going to be bullied around here.” Star Brands Group and Mr. Hise demanded documents that confirmed what Defendants had been telling them: that Defendants were affiliated with

3M. Eventually, in the recording, the line goes quiet. Mr. Starsiak and AMK had hung up the phone.

65. Mr. Hise then went to 3M's website, found the fraud prevention line referred to in Paragraph 45 and shown in **Exhibit 7**, and filled out a form reporting Mr. Starsiak and AMK. (*See Exhibit 10.*) He also uploaded his recording of the teleconference to 3M's fraud hotline.

D. Epilogue: Dentons

66. In his communications with 3M and Star Brands Group, Mr. Starsiak repeatedly referred to being represented in N95 respirator cases by Dentons, an international law firm. In his first communication with Ivan Fong, Mr. Starsiak referred to "my Dentons attorney" and noted that this credential is "sufficient for most clients," given Dentons's sterling reputation. As it turns out, this is also false.

67. On May 1, 2020, Dentons received a communication from a buyer who had been directed to the law firm by Defendants. The buyer stated that it "had been advised to correspond with you by [AMK's operations chief Mark Wright], whom you provided counsel and services for . . . his business ventures." The buyer went onto state:

The purpose of my email is to communicate with you regarding a pending transaction that is to be processed for the purchase of *One Billion (1,000,000,000) 3M, 1860 Series, Respirators*. It is my understanding that you will be managing legal and financial transactions with respect to this intent to purchase, whilst also providing Paymaster services for the independent brokers that have facilitated this opportunity.

Attached herein please find the Letter of Intent for *3M USA, via AmkGOV . . . which is providing access to 3M*

Dentons does not represent either AMK or Mr. Starsiak. As it turns out, however it does, represent 3M.

68. A one billion respirator purchase would be roughly a year's worth of 3M's current total production of all models of N95 respirators, and is vastly higher than 3M's current annual production of model 1860 respirators alone. It would also net Defendants a commission—at AMK's marked-up asking price—of approximately ***\$2.14 billion***. Needless to say, everything Defendants were saying about this purported deal was a lie, and they have no legitimate ability to “provid[e] access to 3M.”

69. By all appearances, Defendants' fraudulent scheme and unauthorized use of 3M's name, brand, marks, and reputation continues to this day. 3M lawyers continue to be emailed by Defendants' lawyer, Eric Schuster, and Matthew Starsiak in an apparent effort to continue a dialog so Defendants can continue to use it to defraud others. 3M has declined to respond. Instead, 3M has referred this matter to federal law enforcement authorities.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

*(Trademark Infringement Under Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1))
(Infringement of the Federally Registered 3M Marks)*

70. 3M repeats and incorporates by reference the foregoing statements and allegations as though set forth fully herein.

71. Count I is a claim for trademark infringement under 15 U.S.C. § 1114.

72. 3M is the exclusive owner of each of the federally registered 3M Marks.

73. 3M has the exclusive right to use each of the 3M Marks in United States commerce for, *inter alia*, advertising, promoting, offering for sale, and selling Plaintiff's 3M-brand N95 respirators.

74. 3M's exclusive rights in and to each of the 3M Marks predate any rights that Defendant could establish in and to any mark that consists of "3M" in whole and/or in part.

75. Each of the 3M Marks are fanciful and/or arbitrary when used for respirators and, therefore, are inherently distinctive.

76. Each of the 3M Marks identifies 3M as the exclusive source of products offered under the 3M Marks (including, without limitation, 3M-brand N95 respirators) and, therefore, the 3M Marks have acquired distinctiveness.

77. Defendants are using the 3M Marks in commerce to advertise, promote, offer for sale, and sell 3M-branded N95 respirators, including, for example, in communications to healthcare providers and in connection with the products that Defendants purportedly have available for sale.

78. Defendants' use of the 3M Marks in commerce on, for, and/or in connection with the advertising, promotion, offering for sale, and/or sale of products, as alleged, herein, is causing, and is likely to continue to cause, consumer confusion, mistake, and/or deception about whether Defendants are 3M, and/or whether Defendants are licensees, authorized distributors, and/or affiliates of 3M and/or products that 3M offers under its 3M Marks, including, without limitation, 3M-brand N95 respirators.

79. Defendants' use of the 3M Marks in commerce on, for, and/or in connection with the advertising, promotion, offering for sale, and/or sale of products, as alleged, herein,

is causing, and is likely to continue cause, consumer confusion, mistake, and/or deception about whether Defendants' products are affiliated, connected, and/or associated with 3M and/or products that 3M offers under its 3M Marks, including, without limitation, 3M-brand N95 respirators.

80. Defendants' use of the 3M Marks in commerce on, for, and/or in connection with the advertising, promotion, offering for sale, and/or sale of products, as alleged, herein is causing, and is likely to continue to cause, consumer confusion, mistake, and/or deception about whether Defendants and/or Defendants' products originate with, and/or are sponsored or approved by, and/or offered under a license from, 3M.

81. 3M has not consented to the use of its famous 3M Marks by Defendants.

82. Based on 3M's longstanding and continuous use of its 3M Marks in United States commerce, as well as the federal registration of the 3M Marks, Defendants had actual and constructive knowledge of 3M's superior rights in and to the 3M Marks when Defendants began using the 3M Marks as part its bad-faith scheme to confuse and deceive consumers, as alleged, herein.

83. Upon information and belief, Defendants adopted and used the 3M Marks in furtherance of Defendants' willful, deliberate, and bad-faith scheme of trading upon the extensive consumer goodwill, reputation, fame, and commercial success of products that 3M offers under its 3M Marks, including, without limitation, 3M-brand N95 respirators.

84. Upon information and belief, Defendants have made, and will continue to make, substantial profits and gain from their unauthorized use of the 3M Marks, to which Defendant are not entitled at law or in equity.

85. Upon information and belief, Defendants' acts and conduct complained of herein constitute trademark infringement in violation of 15 U.S.C. § 1114(a).

86. 3M has suffered, and will continue to suffer, irreparable harm from Defendants' acts and conduct complained of herein, unless restrained by law. The damage suffered by 3M is exacerbated by the fact that Defendants are advertising and offering for sale 3M-branded N95 respirators at exorbitantly inflated prices during a global pandemic when 3M's products are necessary to protect public health. Such conduct invites public criticism of 3M and the manner in which 3M's N95 respirators are being distributed and sold during the COVID-19 pandemic, and is likely to cause confusion about 3M's role in the marketplace for respirators that are essential to safeguarding public health. Whereas 3M's corporate values and brand image center around the application of science to improve lives, Defendants' conduct imminently and irreparably harms 3M's brand.

87. 3M has no adequate remedy at law.

SECOND CLAIM FOR RELIEF

*(Unfair Competition, False Endorsement, False Association, and False Designation of Origin Under Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A))
(Use of the 3M Marks)*

88. 3M repeats and incorporates by reference the foregoing statements and allegations as though set forth fully herein.

89. Count II is a claim for federal unfair competition, false endorsement, false association, and false designation of origin under 15 U.S.C. § 1125(a)(1)(A).

90. Upon information and belief, Defendants' acts and conduct complained of herein constitute unfair competition, false endorsement, false association, and/or false designation of origin in violation of 15 U.S.C. § 1125(a)(1)(A).

91. Upon information and belief, Defendants' use of Plaintiff's famous 3M Marks to advertise, market, offer for sale, and/or sell purported 3M-brand N95 respirators to consumers at exorbitant prices, in general, and during a global pandemic such as COVID-19, specifically, also constitutes unfair competition in violation of 15 U.S.C. § 1125(a)(1)(A).

92. Defendants also falsely represented themselves as affiliated, connected, and/or associated with 3M and/or products that 3M offers under its 3M Marks, including, without limitation, 3M-brand N95 respirators. Defendants sought to create the false impression that the products they purported to offer to healthcare workers and others originate from, and/or are sponsored or approved by, and/or offered under a license from, 3M.

93. Defendants also falsely held themselves out to be agents of 3M to sell and/or distribute 3M-branded products, when this is not the case.

94. 3M has suffered, and will continue to suffer, irreparable harm from Defendants' acts and conduct complained of herein, unless restrained by law.

95. 3M has no adequate remedy at law.

THIRD CLAIM FOR RELIEF

(Trademark Dilution Under Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c))
(Dilution of the Famous 3M Marks)

96. 3M repeats and incorporates by reference the foregoing statements and allegations as though set forth fully herein.

97. Count III is a claim for federal trademark dilution under 15 U.S.C. § 1125(c).

98. The 3M Marks are famous and have been famous at all times relevant to this action. The 3M Marks were famous before and at the time Defendants began using the 3M Marks in commerce on, for, and/or in connection with the advertising, promotion, offering for sale, and/or sale of products (including, without limitation, 3M's branded N95 respirators).

99. Defendants' use of Plaintiff's famous 3M Marks in commerce on, for, and/or in connection with the advertising, promotion, offering for sale, and/or sale of products (including, without limitation, 3M's branded N95 respirators) is likely to dilute the distinctive quality of the famous 3M Marks, such that the famous 3M Marks' established selling power and value will be whittled away.

100. Defendants' use of Plaintiff's famous 3M Marks in commerce on, for, and/or in connection with the advertising, promotion, offering for sale, and/or sale of products (including, without limitation, 3M's branded N95 respirators) is likely to dilute the distinctive quality of the famous 3M Marks, such that the famous 3M Marks' ability to identify 3M as the exclusive source of products offered under the 3M Marks (including, without limitation, 3M's branded N95 respirators) will be whittled away.

101. Defendants' use of Plaintiff's famous 3M Marks in commerce on, for, and/or in connection with the advertising, promotion, offering for sale, and/or sale of products (including, without limitation, 3M's branded N95 respirators) at exorbitant prices, in general, and during a global pandemic such as COVID-19, specifically is likely to dilute the reputation of the famous 3M Marks, such that the famous 3M Marks' established ability to indicate the superior quality of Products offered under such Marks (including, without limitation, 3M's branded N95 respirators), will be whittled away.

102. Defendants' misconduct also threatens to harm the reputation of the 3M Marks, constituting dilution by tarnishment of the famous 3M Marks.

103. Defendants' acts and conduct complained of herein constitute trademark dilution in violation of 15 U.S.C. § 1125(c).

104. 3M has suffered, and will continue to suffer, irreparable harm from Defendants' acts and conduct complained of herein, unless restrained by law. The damage suffered by 3M is exacerbated by the fact that Defendants are advertising and offering for sale 3M-branded N95 respirators at exorbitantly inflated prices during a global pandemic when 3M's products are necessary to protect public health. Such conduct invites public criticism of 3M and the way 3M's respirators are being distributed and sold during the COVID-19 pandemic, and is likely to cause confusion about 3M's role in the marketplace for respirators that are essential to safeguarding public health. Whereas 3M's corporate values and brand image center around the application of science to improve lives, Defendants' conduct imminently and irreparably harms 3M's brand.

105. 3M has no adequate remedy at law.

FOURTH CLAIM FOR RELIEF

(False Advertising Under Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B))

106. 3M repeats and incorporates by reference the foregoing statements and allegations as though set forth fully herein.

107. Count IV is a claim for false and deceptive advertising under 15 U.S.C. § 1125(a)(1)(B).

108. The statements that Defendants made to Star Brands Group and various of its agents contained false, misleading, and/or deceptive statements about the nature, characteristics, qualities, and/or geographic origin of Defendants and/or the products that Defendants allegedly had available for sale and constitute commercial advertising and/or commercial promotion.

109. Defendants' acts and conduct complained of herein constitute false advertising in violation of 15 U.S.C. § 1125(a)(1)(B).

110. 3M has suffered, and will continue to suffer, irreparable harm from Defendants' acts and conduct complained of herein, unless restrained by law. The damage suffered by 3M is exacerbated by the fact that Defendants are advertising and offering for sale 3M-branded N95 respirators at exorbitantly inflated prices during a global pandemic when 3M's products are necessary to protect public health. Such conduct invites public criticism of 3M and the way 3M's respirators are being distributed and sold during the COVID-19 pandemic, and is likely to cause confusion about 3M's role in the marketplace for masks that are essential to safeguarding public health. Whereas 3M's corporate values and brand image center around the application of science to improve lives, Defendants'

conduct imminently and irreparably harms 3M's brand. 3M's damages include diminishment in brand value caused by false affiliation with Defendants and their wrongful actions

111. 3M has no adequate remedy at law.

FIFTH CLAIM FOR RELIEF
(Unlawful Trade Practices – Minn. Stat. § 325D.44)

112. 3M repeats and incorporates by reference the foregoing statements and allegations as though set forth fully herein.

113. 3M owns the 3M Mark. 3M Mark is a valid and protectible trademark.

114. Defendants' use of the 3M Mark in connection with goods or services constitutes trademark infringement and unfair trade practices under Minnesota Statutes, § 325D.44 because Defendants' use:

- a. causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- b. causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another;
- c. represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval,

status, affiliation, or connection that the person does not have;

and/or

- d. otherwise creates a likelihood of confusion or of misunderstanding.

115. Defendants' infringement is intentional, willful, malicious, and in bad faith.

116. 3M has no adequate remedy at law.

117. 3M has suffered, and will continue to suffer, irreparable harm from Defendants' acts and conduct complained of herein, unless restrained by law. As result of Defendants' unlawful conduct, 3M is entitled to the injunctive remedies specified in the Prayer for Relief, damages in an amount in excess of \$75,000 to be proven at trial, applicable interest, and recovery of all reasonable attorneys' fees and costs incurred herein.

SIXTH CLAIM FOR RELIEF

(Trademark Infringement – Minn. Stat. § 333.28)

118. 3M repeats and incorporates by reference the foregoing statements and allegations as though set forth fully herein.

119. The 3M Mark is a valid and protectable trademark.

120. Defendants' actions are likely to cause confusion, to cause misrepresentation, to cause mistake, and/or to deceive the public as to the affiliation, approval, sponsorship or connection between Defendants and 3M.

121. Defendants' actions constitute trademark infringement under Minn. Stat. § 333.28.

122. 3M has no adequate remedy at law.

123. As a result of Defendants' conduct, 3M has suffered, and will continue to suffer, irreparable injury to its rights, and has suffered, and will continue to suffer, substantial loss of goodwill and loss in the value of its trademarks, unless and until Defendants are enjoined from continuing their wrongful acts.

124. As result of Defendants' unlawful conduct, 3M is entitled to the injunctive remedies specified in the Prayer for Relief, damages in an amount in excess of \$75,000 to be proven at trial, applicable interest, and recovery of all reasonable attorneys' fees and costs incurred herein.

SEVENTH CLAIM FOR RELIEF
(Trademark Dilution – Minn. Stat. § 333.285)

125. 3M repeats and incorporates by reference the foregoing statements and allegations as though set forth fully herein.

126. The 3M Mark is a famous mark in the United States, including in the State of Minnesota.

127. Defendants began using the 3M Mark in connection with the advertising, marketing, and promotion of products subsequent to the 3M Mark becoming famous.

128. Defendants' advertising, marketing, and promotion of products, through its use of the 3M Mark, causes dilution by lessening the capacity of 3M to identify and distinguish the its products and services.

129. Defendants have caused the dilution of the distinctive quality of the 3M Mark and lessened the capacity of the 3M Mark to identify and distinguish 3M's products and services.

130. Defendants' conduct has caused, and will continue to cause, irreparable harm to 3M.

131. 3M has no adequate remedy at law. Thus, 3M is entitled to a permanent injunction enjoining Defendant from engaging in further acts of dilution.

132. Defendants' conduct was intentional, willful, malicious, and in bad faith, thereby entitling 3M to treble damages, including attorneys' fees, pursuant to Minn. Stat. § 333.29.

133. As result of Defendants' unlawful conduct, 3M is entitled to the injunctive remedies specified in the Prayer for Relief, damages in an amount in excess of \$75,000 to be proven at trial, applicable interest, and recovery of all reasonable attorneys' fees and costs incurred herein.

EIGHTH CLAIM FOR RELIEF

(Minnesota False Statements in Advertising – Minn. Stat. § 325F.67)

134. 3M repeats and incorporates by reference the foregoing statements and allegations as though set forth fully herein.

135. Defendants, with intent to sell products allegedly bearing the 3M Mark and with intent to increase the consumption of products allegedly bearing the 3M Mark, made, published, disseminated, circulated, or placed in the form of a solicitation and letter, an advertisement regarding products allegedly bearing the 3M Mark.

136. Defendants made material assertions, representations, and statements of fact which were untrue, deceptive, and misleading. Among other things, Defendants falsely

claimed an association with 3M's in-house counsel, using those lies to seek to prop up their claim to be able to obtain 3M products directly.

137. Defendants' conduct constitutes a violation of the Minnesota False Statements in Advertising Act ("FSAA") Minn. Stat. § 325F.67.

138. 3M has standing to pursue this claim under the Private Attorney General Statute, Minn. Stat. § 8.31, subd. 3a. 3M seeks to protect the public by suppressing and preventing Defendants' unfair, misleading, deceptive, or fraudulent representations and/or trade practices as described herein.

139. As result of Defendants' unlawful conduct, 3M is entitled to the injunctive remedies specified in the Prayer for Relief, damages in an amount in excess of \$75,000 to be proven at trial, applicable interest, and recovery of all reasonable attorneys' fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, based on Defendants' conduct complained of, herein, Plaintiff asks this Court:

A. To enter an Order, finding in Plaintiff's favor on each Claim for Relief asserted herein;

B. Pursuant to 15 U.S.C. § 1116:

1. To preliminarily and permanently enjoin Defendants, their agents, servants, employees, officers and all persons and entities in active concert and participation with them from using the 3M Marks (or any other mark(s) confusingly similar thereto) for, on, and/or

in connection with the manufacture, distribution, advertising, promoting, offering for sale, and/or sale of any goods or services, including, without limitation, 3M-brand N95 respirator Marks;

2. To preliminarily and permanently enjoin Defendants, their agents, servants, employees, officers and all persons and entities in active concert and participation with them from falsely representing themselves as being distributors, authorized retailers, and/or licensees of 3M and/or any of 3M's products (including, without limitation, 3M-brand N95 respirator) and/or otherwise falsely representing to have an association or affiliation with, sponsorship by, and/or connection with, 3M and/or any of 3M's products and/or 3M's officers or employees; and

3. To order Defendants to file with the Court and serve upon Plaintiff's counsel, within 30 days after service of the order of injunction, a report in writing under oath setting forth in detail the manner and form in which Defendant has complied with the injunction;

C. Pursuant to 15 U.S.C. § 1117:

1. To order Defendants to provide 3M with a full accounting of all manufacture, distribution and sale of products under the 3M Marks (including, without limitation, 3M-brand N95 respirators), as well as all profits derived therefrom;

2. To order Defendants to disgorge and pay to 3M – for donation to charitable COVID-19 relief efforts – all of Defendants' profits derived from the sale of infringing goods offered under the 3M Marks (including, without limitation, 3M-brand N95 respirators);

3. To award 3M— for donation to charitable COVID-19 relief efforts —treble damages in connection with Defendants’ infringement of the 3M Marks;

4. To find that Defendants’ acts and conduct complained of herein render this case “exceptional”; and

5. To award 3M— for donation to charitable COVID-19 relief efforts —its costs and reasonable attorneys’ fees incurred in this matter;

D. Pursuant to 15 U.S.C. § 1118, to order the destruction of any unauthorized goods and materials within the possession, custody, and control of Defendants that bear, feature, and/or contain any copy or colorable imitation of 3M’s Marks;

E. Pursuant to Minnesota Statutes:

1. To award 3M— for donation to charitable COVID-19 relief efforts —treble damages in connection with Defendants’ illegal acts;

2. To award 3M-- for donation to charitable COVID-19 relief efforts —its costs and reasonable attorneys’ fees incurred in this matter;

F. To award such further restitution as authorized by law, which 3M will donate to charitable COVID-19 relief efforts;

G. To award Plaintiff pre-judgment and post-judgment interest against Defendants, which 3M will donate to charitable COVID-19 relief effort;

H. To award Plaintiff such other relief that the Court deems just and equitable;

I. To order that all monetary payments awarded to Plaintiff be donated to a COVID-19 charitable organization(s)/cause(s) of 3M’s choosing.

DEMAND FOR JURY TRIAL

3M hereby requests a trial by jury for all issues so triable, pursuant to Fed. R. Civ.

P. 38(b) and 38(c).

Dated: June 5, 2020

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