



Kurji (“Kurji”) (collectively, “Defendants”). In support therefore she alleges, as to herself, based on personal knowledge, and in all other respects, based upon information and belief, as follows:

### **NATURE OF THE ACTION**

1. This action arises out of a Department of Justice investigation into a conspiracy to fix prices for customized promotion products. From at least June 2014 to at least June 2016, with anticompetitive effects continuing to the present, Defendants used text messages; online messaging platforms such as Facebook, Skype and WhatsApp; and in-person meetings to communicate with coconspirators and reach agreements to fix and maintain prices for certain customized promotional products, specifically customized silicone wristbands, customized lanyards, and customized pin buttons (collectively, “Customized Promotional Products”).<sup>1</sup>

2. Customized Promotional Products are small, inexpensive items often used by businesses or other organizations for promotional purposes such as advertising or marketing a given brand or piece of information. Individuals also purchase promotional products for various reasons. These products are generally imprinted with a brand name, slogan, person’s name, or some other bit of text or imagery at the customer’s request. For example, Plaintiff purchased silicone wrist-bands with an anti-cancer slogan to raise money for a friend who was diagnosed with metastatic breast cancer.

3. To date, the DOJ investigation into the Customized Promotional Products conspiracy has resulted in guilty pleas by the following Defendants: (1) Zaappaaz; (2) Makanojiya (Zaappaaz’s founder and President); (3) Custom Wristbands; and (4) Angeles (Custom Wristbands’ owner and Chief Executive Officer). All pled guilty to price-fixing in

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<sup>1</sup> *E-Commerce Company and Top Executive Agree to Plead Guilty to Price-Fixing Conspiracy for Customized Promotional Products*, THE UNITED STATES DEPARTMENT OF JUSTICE (August 7, 2017), <https://www.justice.gov/opa/pr/e-commerce-company-and-top-executive-agree-plead-guilty-price-fixing-conspiracy-customized>, last accessed Jan. 3, 2018.

violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.<sup>2</sup> In addition to their guilty pleas, Defendant Zaappaaz agreed to pay a \$1,923,245 criminal fine and Defendant Custom Wristbands agreed to pay a \$409,342 criminal fine.<sup>3</sup>

4. The horizontal price-fixing conspiracy alleged herein constitutes a *per se* unreasonable restraint of trade in violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. §1. Defendants' conduct has had the purpose and effect of restraining trade and harming competition resulting in supracompetitive prices paid for certain Customized Promotional Products.

5. The proposed Class is comprised of direct purchasers of Customized Promotional Products from one of the Defendants from June 2014 to the present ("the Class Period"). It is believed there are thousands of similarly-situated direct purchasers of Customized Promotional Products who paid artificially-inflated prices due to Defendants' unlawful anticompetitive conduct.

### **PARTIES**

6. Plaintiff Summer Lang is an individual who resides in Goodyear, Arizona. Plaintiff purchased customized silicone wristbands directly from Zaappaaz's website Wrist-Band.com during the Class Period.

7. Defendant Zaappaaz, Inc. is a privately-held Texas corporation with its principal place of business at 1305 El Camino Village Dr., Houston, Texas, 77058-3081. Zaappaaz does

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<sup>2</sup> See *United States v. Zaappaaz, Inc.*, Criminal Action No. 4:17-cr-0477 (S.D. Tex.) (Nov. 30, 2017 Docket Entry); *United States v. Makanojiya*, Criminal Action No. 4:17-cr-0478 (S.D. Tex.), Dkt. 33; *United States v. Angeles*, Criminal Action No. 4:17-cr-509 (S.D. Tex.) (Dec. 21, 2017 Docket Entry); *United States v. Custom Wristbands Inc.*, Criminal Action No. 4:17-cr-510 (S.D. Tex.) (Dec. 21, 2017 Docket Entry).

<sup>3</sup> See *United States v. Zaappaaz, Inc.*, Criminal Action No. 4:17-cr-0477 (S.D. Tex.), Dkt. No. 37; *United States v. Custom Wristbands Inc.*, Criminal Action No. 4:17-cr-510 (S.D. Tex.) (Dec. 21, 2017 Docket Entry).

business online under the names “WB Promotions, Inc.”, “Wrist-Band.com” and “Customlanyard.net,” selling Customized Promotional Products throughout the United States.

8. Defendant Azim Makanojiya is the president of Defendant Zaappaaz and domiciled in the State of Texas.

9. Defendant Custom Wristbands Inc. is a California corporation with its principal place of business at 4416 W. Verdugo Ave., Burbank, California, 91505. Custom Wristbands does business online under the names of “Kulayful Silicone Bracelets”, “Kulayful.com”, “Speedywristbands.com”, “Promotionalbands.com”, “Wristbandcreations.com” and “1inchbracelets.com,” selling Customized Promotional Products throughout the United States.

10. Defendant Christopher Angeles is the owner and Chief Executive Officer of Defendant Custom Wristbands and is domiciled in the State of California.

11. Defendant Netbrands Media Corp. is a Texas corporation with its principal place of business at 14550 Beechnut St., Houston, Texas, 77083-5741. Netbrands does business online under the names “24hourwristbands.com” and “imprint.com,” selling Customized Promotional Products throughout the United States. On information and belief, Netbrands previously operated as Lightbeam Inc., a former Delaware corporation which had a principal place of business at 4850 Wright Rd., Suite 100, Stafford, Texas, 77477-4116. Lightbeam Inc. also did business as “lightbeamlabs.com.”

12. Defendant Mashnoon Ahmed is the President of Netbrands and is domiciled in Texas.

13. Defendant Casad Company, Inc. (“Casad”) is an Ohio corporation with its principal place of business at 450 South Second Street, Coldwater, OH 45828. The founder and President of Casad is Thomas Casad. Casad does business online under the name

“totallypromotional.com,” selling Customized Promotional Products throughout the United States.

14. Defendant Brandeco, L.L.C. ("Brandeco") is a Texas limited liability company with its principal place of business at 8181 Commerce Drive, Suite 700, Houston, TX 77036. Brandeco does business online under the name “BrandNex.com,” selling Customized Promotional Products throughout the United States.

15. Defendant Akil Kurji controls Brandeco, is Chief Executive Officer of BrandNex.com, and is domiciled in Texas.

### **JURISDICTION AND VENUE**

16. The claim set forth in this Complaint arises under Section 1 of the Sherman Act (15 U.S.C. § 1), and Plaintiffs seek treble damages pursuant to Section 4 of the Clayton Act (15 U.S.C. § 15(a)). This Court has subject matter jurisdiction over this claim pursuant to 28 U.S.C. §§ 1331 and 1337(a).

17. Venue is proper in the Southern District of Texas under 28 U.S.C. §1391(b) and 15 U.S.C. § 22 because (a) Defendants reside, transact business, committed an illegal or tortious act, have an agent, and/or are found in this District, and (b) a substantial portion of the events described below have been carried out in this District.

18. This Court has personal jurisdiction over each Defendant because each Defendant transacted business within, and is subject to personal jurisdiction within, the Southern District of Texas. The Defendants sell custom promotional products to consumers located in the Southern District of Texas.

19. At all material times, the Defendants sold Custom Promotional Products to customers across the United States, operating in a continuous and uninterrupted flow of

commerce across state lines. Defendants' conduct alleged herein has substantially affected interstate commerce.

### **CLASS ALLEGATIONS**

20. The Plaintiff brings this action under Federal Rules of Civil Procedure 23(a) and 23(b)(3) on behalf of herself and the following class (the "Class"):

All persons and entities in the United States (but excluding Defendants, their parents, predecessors, successors, subsidiaries, affiliates, as well as federal government entities) that directly purchased Customized Promotional Products from any or all of the Defendants at any time during the period from at least June 2014 to the present ("Class Period").

21. Members of the Class are so numerous that joinder is impossible. The Class includes thousands of consumers.

22. There are numerous questions of law and fact common to the class, including, without limitation:

- (a) when each Defendant joined the alleged price-fixing conspiracy;
- (b) whether Defendants colluded to set the price of Customized Promotional Products in the United States;
- (c) whether Defendants' conduct raised the price of Customized Promotional Products in the United States, and by how much;
- (d) whether Defendants' conduct as alleged herein constitutes a *per se* violation of the antitrust laws; and
- (e) whether, and to what extent, Defendants' conduct caused direct purchasers of Customized Promotional Products to pay supracompetitive prices, and thereby, to suffer antitrust injuries.

These, and other common questions of law and fact, predominate over any questions affecting only individual Class members.

23. Plaintiff's claims are typical of the claims of the Class, because all Class members suffered antitrust injuries in the same way as a result of Defendants' wrongdoing, and the claims

of each Class member arise out of the same essential facts and are based on the same legal theories.

24. Plaintiff will fairly and adequately represent and protect the interests of the Class.

25. Plaintiff has retained counsel experienced in class action antitrust litigation, and Plaintiff has no interest in this litigation that conflicts with the interests of the other members of the Class.

26. A class action is superior to any other available methods for the fair and efficient adjudication of this controversy. Plaintiff knows of no difficulty for the Court in managing the claims of the Class that would preclude class certification.

#### **OVERVIEW OF THE CUSTOMIZED PROMOTIONAL PRODUCTS INDUSTRY**

27. According to the Promotional Products Association International, the promotional products industry had total sales in the United States of \$21.3 billion in 2016.

28. Common promotional items include pens, calendars, T-shirts, coffee mugs, key chains, badge holders, wristbands, lanyards and pin buttons.

29. Businesses often use customized promotional items by giving them out at trade shows to advertise the business, giving them to customers to further brand loyalty, or giving them to their own employees as gifts. Individuals also purchase customized promotional items for numerous uses such as to raise money or awareness for a particular cause.

30. Beginning in the early 2000s, much of the ordering for promotional products began to be done online, which, for the first time, allowed customers to easily compare the prices for ordering a given type of customizable promotional product according to one's need. In turn, this intensified the pressure for companies producing customizable promotional products to compete on price, types of products offered, quality, speed of delivery, and by product feature.

31. Silicone gel wristbands first became popularized in 2004 when the Livestrong Foundation, cycling champion Lance Armstrong's cancer charity, and Nike launched a yellow silicone gel wristband with the imprint "LIVESTRONG" as a symbol for cancer awareness. The Livestrong Foundation would eventually sell over 80 million wristbands.<sup>4</sup>

32. Silicone wristbands are extremely easy to produce, using extruded silicone rubber, which is compressed to a pre-selected width (most commonly one-half inch). The rubber is pre-dyed, and the customer can select whether he or she wants the customized printing to be debossed (recessed), embossed (raised), colored debossed, or screen-printed, among other options. Most silicone wristbands are 7 or 8.5 inches in circumference and are approximately one-tenth of one inch thick, and are heavily standardized across the industry.<sup>5</sup>

33. The production of customized lanyards is very similar to that of customized silicone wristbands except instead of using extruded silicone rubber, most lanyards are made from polyester, nylon, or other easy-to-produce synthetic materials. As with customized silicone wristbands, the customer can easily select the type and style of printing, along with other standard aspects of production, including the clasp and the badge holder. The turnaround time for lanyards is generally low (similar to that of customized silicone wristbands) and they can be ordered on little notice, often shipped from China or other countries in Asia.

34. Customized pin buttons are buttons or badges that attach to an article of clothing using an attached safety pin. Most pin buttons are flat or rectangular, and they carry images or messages. Customized pin buttons are produced in a method very similar to that of customized

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<sup>4</sup> Connor Simpson, *Lance Armstrong Killed the Livestrong Bracelet*, THE ATLANTIC (May 28, 2013), <https://www.theatlantic.com/business/archive/2013/05/nike-livestrong-lance-armstrong/314850/>, last accessed on Jan. 3, 2018.

<sup>5</sup> See <http://www.thomasnet.com/articles/plastics-rubber/silicone-bracelet-design>, last accessed Jan. 3, 2018.



silicone wristbands and lanyards. The pins are standardized across a range of options, such as size and shape, with a front message or image can be chosen almost entirely by the customer. While some customized pin buttons are installed on keychains or have magnetic backings instead of using safety pins, they are all considered to be “customized pin buttons” within the industry meaning of the term. The turnaround times for customized pin buttons are also generally low, and they can be ordered on little notice, also often shipped directly from China or other countries in Asia.

35. Most production facilities are located in China or other countries in Asia where production can occur very quickly and the products can be rapidly shipped to the United States. However, some production is done in the United States, and Defendants (and other competitors) often charge a premium for Customized Promotional Products that they claim to be “Made in the USA.”

36. At least one Defendant, Zaappaaz, owns manufacturing facilities in China that are strategically located close to the airport to facilitate expedited delivery of their products.<sup>6</sup>

37. All corporate Defendants’ ordering systems for customized silicone wristbands and/or lanyards are highly similar. In order, a customer chooses a type of printing (e.g., printed, embossed, etc.), a width, a color, a customized message, a logo or picture, a method of bagging, and finally, the type or speed of shipping and/or production. For customized pin buttons use a pre-set selection of sizes and shapes of buttons, upon which a custom image or message is printed.

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<sup>6</sup> See Raif Karerate, A school project spawned into a multimillion dollar company for Azim Makanojia, AMERICAN BAZAAR ONLINE (Jan. 19, 2015) <https://www.americanbazaaronline.com/2015/01/19/school-project-spawned-multimillion-dollar-company-azim-makanojia/>, last accessed Jan. 3, 2018.

38. For each Defendants' websites, the prices for the products – whether it be silicon bracelets, lanyards or pin buttons – are clearly quoted at the bottom of the ordering screen. It is very easy for customers to compare prices across websites by entering similar, or identical, orders on each website.

39. Because of the low cost of manufacturing and shipping, and the ease of ordering online and comparing offers from different vendors, prices would be kept to a low level in the absence of collusion between the Defendants.

40. Defendants' anticompetitive actions resulted in supracompetitive prices and profits at the expense of consumers of promotional products.

#### **THE PRICE-FIXING CONSPIRACY**

41. In 2007, Defendant Makojiya, then a student at the University of Houston, was visiting a trade show in China when he saw how customized silicone wristbands could be mass produced. Inspired by the Livestrong wristbands, and not aware of any website in the United States that allowed consumers to design their own customized wristbands, he created Wrist-Band.com.<sup>7</sup>

42. Defendant Netbrands was also founded in 2007. Netbrands was founded by Defendant Ahmed, Aziz Mansoor and Mueen Akhter.

43. In 2010, Netbrands sued Zaappaaz, Makojiya, and several of Makojiya's family members who were involved with Zaappaaz, alleging that they, along with a company they hired in India, submitted fake orders on Netbrands' website to figure out how the Netbrands' ordering process worked. Netbrands alleged that the purpose of this trickery was to allow Zaappaaz to duplicate that ordering process on their website, and then offer products and

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<sup>7</sup> See *id.*

services similar to Netbrands' on their own website. Netbrands' complaint alleged that Zaappaaz copied large portions of its website exactly, including images, and offered the same or substantially similar services and products at prices 30-40% less than Netbrands' prices.<sup>8</sup>

44. The case was settled in 2011,<sup>9</sup> providing an opportunity for these former competitors to instead collude and fix prices.

45. From at least 2014 through at least June 2016, Defendant Zaappaaz's personnel, and specifically Makanojiya, attended meetings and communicated through online messaging platforms (e.g. Facebook, Skype, and WhatsApp), with other Defendants to fix the prices of Customized Promotional Products.

46. From at least June 2014 through at least June 2016, Defendant Custom Wristbands' personnel, and specifically Angeles, attended meetings and communicated in person and online through text messaging and online messaging platforms, with other Defendants to fix the prices of Customized Promotional Products.

47. In January 2016, a Houston-based wristband seller (the "Whistleblower") was approached about joining the cartel by Defendants Ahmed (Netbrands) and Kurji (Brandeco) through text messages and Facebook messages.

48. Defendant Kurji (Brandeco) told the Whistleblower that Brandeco, Custom Wristbands, Netbrands and Zaappaaz all agreed to fix prices rather than compete. The Whistleblower notified the government about the communication and agreed to wear a wire to

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<sup>8</sup> *Lightbeam, Inc. and Net Brands Media Corp. v. Zaappaaz, LLC d/b/a Wrist-Band.com et al.*, Civil Action No. 10-cv-405 (S.D. TX.) (filed Feb. 2, 2010) [Lightbeam was Netbrands' parent company at the time of the litigation.], at Dkt. No. 29.

<sup>9</sup> *See id.* at Dkt. Nos. 26-31.

record conversations with Defendant Ahmed (Netbrands), Kurji (Brandeco), and Makanojiya (Zaappaaz).

49. In recorded conversations with the Whistleblower, Defendants Ahmed (Netbrands), Kurji (Brandeco), and Makanojiya (Zaappaaz) discussed pricing, the private WhatsApp group that was used to discuss pricing, and the restaurants where they would meet to agree on pricing.

50. In June 2016, the FBI conducted simultaneous raids of the offices of Netbrands, Brandeco and Zaappaaz.

51. Based on information obtained from its investigation, the FBI had reason to believe that Defendant Casad was involved in the cartel. In July 2017, the FBI investigated Defendant Casad's offices for seven hours.<sup>10</sup>

52. In November 2017, Defendants Zaappaaz and Makanojiya pled guilty in the Southern District of Texas to violating the Sherman Act by conspiring with other Customized Promotional Products companies to fix prices. Zaappaaz agreed to pay a \$1,923,245 fine as part of the plea deal.<sup>11</sup>

53. In December 2017, Defendants Custom Wristbands and Angeles pled guilty in the Southern District of Texas to violating the Sherman Act by conspiring with other Customized

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<sup>10</sup> See Christopher Ruvo, *FBI Investigates at Ohio Promo Firm*, <https://www.asicentral.com/news/web-exclusive/july-2017/fbi-investigates-at-ohio-promo-firm/>, last accessed on January 3, 2018.

<sup>11</sup> See *United States v. Zaappaaz, Inc.*, Criminal Action No. 4:17-cr-0477 (S.D. Tex.) (Nov. 30, 2017 Docket Entry), Dkt. 37; *United States v. Makanojiya*, Criminal Action No. 4:17-cr-0478 (S.D. Tex.), Dkt. 33.

Promotional Products companies to fix prices. Custom Wristbands agreed to pay a \$409,342 fine as part of the plea deal.<sup>12</sup>

### **RELEVANT MARKETS**

54. Defendants' horizontal price fixing is a *per se* violation of Section 1 of the Sherman Act. Therefore, Plaintiff is not required to define a relevant market.

55. Alternatively, if the Court determines that Plaintiff's Sherman Act claim cannot proceed under a theory of *per se* horizontal price fixing, Defendants' anticompetitive conduct and agreements constitute a violation of the Sherman Act under the "rule of reason." In that case, the relevant market is the online market for Customized Promotional Products in the United States.

56. Defendants operate websites which advertise and sell Customized Promotional Products throughout the United States using online platforms.

57. Defendants' market share for Customized Promotional Products is not specifically known because marketing information sufficient to determine market share is unknown or unpublished. However, Defendants Brandeco, Casad, Custom Wristbands, Netbrands, and Zaappaaz each claim to be a leader in the industry and, upon information and belief, collectively they possess a high market share in the Customized Promotional Products industry.

58. There are no reasonably available substitutes for Customized Promotional Products that are ordered online and manufactured to a customer's specifications then shipped directly to the customer. If a customer could find a local business willing to create comparable

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<sup>12</sup> See *United States v. Angeles*, Criminal Action No. 4:17-cr-509 (S.D. Tex.) (Dec. 21, 2017 Docket Entry); *United States v. Custom Wristbands Inc.*, Criminal Action No. 4:17-cr-510 (S.D. Tex.) (Dec. 21, 2017 Docket Entry).

Customized Promotional Products, they would be far more expensive than those mass produced using modern high-technology equipment and sold by the Defendants.

59. As a result of their anticompetitive agreements, the Defendants sell Customized Promotional Products at prices well in excess of their marginal costs and the competitive price. The Defendants have enjoyed artificially high profit margins, especially when compared with online retailers of other types of mass-produced consumer goods.

### **INTERSTATE COMMERCE**

60. Defendants manufactured and/or sold Customized Promotional Products in the United States in a continuous and uninterrupted flow of interstate commerce, including through and into this District.

61. Defendants' business activities substantially affected interstate commerce in the United States and caused antitrust injury throughout the United States.

### **HARM TO COMPETITION DUE TO THE CONSPIRACY**

62. The anticompetitive conduct described in this Complaint enabled Defendants to maintain prices above competitive levels, to the detriment of Plaintiff and other members of the Class. This harm to the Plaintiff and other Class members, in the form of paying artificially inflated prices for Customized Promotional Products, constitutes cognizable antitrust injury and harm to competition under the antitrust laws.

63. There are no legitimate procompetitive justifications for the anticompetitive conduct alleged in this Complaint, and even if there were, there are less restrictive means of achieving any such purported procompetitive effects. To the extent that Defendants' anticompetitive conduct, or any aspect of their conspiracy, has any cognizable procompetitive effects, they are substantially outweighed by the anticompetitive effects.

**ANTITRUST INJURY TO PLAINTIFF AND MEMBERS OF THE CLASS**

64. During the Class Period, Plaintiff and members of the Class purchased Customized Promotional Products from Defendants. Defendants' anticompetitive conduct alleged herein caused members of the Class to pay prices for Customized Promotional Products that were inflated above competitive levels during and throughout the Class Period.

65. If Defendants had not conspired with one another to fix prices, Plaintiff and members of the Class would have paid substantially lower prices for Customized Promotional Products during and throughout the Class Period.

66. Because Defendants were successful in price fixing, Plaintiff and members of the Class have sustained, and continue to sustain, substantial losses in the form of artificially inflated prices paid to Defendants. The full amount of such damages will be calculated after discovery and upon proof at trial.

67. Injury to Plaintiff and members of the Class was a direct and foreseeable result of Defendants' anticompetitive conduct.

68. On information and belief, Defendants' anticompetitive conduct and/or its effects is continuing, and therefore, so are the overcharges suffered by Plaintiff and the Class caused by Defendants' conduct.

69. The foregoing allegations are likely to have evidentiary support after a reasonable opportunity for discovery.

**CLAIM FOR RELIEF**

**Violation of Section 1 of The Sherman Antitrust Act (15 U.S.C. § 1)**

70. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

71. As set forth above, Defendants were competitors in the market for Customized Promotional Products.

72. In violation of Section 1 of the Sherman Act, Defendants entered into agreements with one another to fix, maintain and stabilize the prices of Customized Promotional Products at supracompetitive levels, specifically customized silicone wristbands, customized lanyards, and customized pin buttons. This horizontal price-fixing conspiracy is a *per se* violation of the Sherman Act.

73. Each Defendant committed at least one overt act, such as arranging with a competitor to set the price of Customized Promotional Products, to further the conspiracy alleged herein.

74. As a result of Defendants' unlawful conduct, prices for Customized Promotional Products were raised, fixed, maintained, and/or stabilized at supracompetitive levels in the United States.

75. The combination or conspiracy among Defendants consisted of a continuing agreement, understanding, and concerted action among Defendants and their co-conspirators.

76. For the purposes of formulating and effectuating their combination or conspiracy, Defendants and their co-conspirators did those things they combined or conspired to do, including:

- (a) participating in meetings and conversations to discuss each other's Customized Promotional Products business; and
- (b) fixing, stabilizing, maintaining, or setting prices for Customized Promotional Products at supracompetitive levels.

77. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Class have been injured in their business and property in that they have paid more for



Customized Promotional Products than they otherwise would have paid in the absence of Defendants' unlawful conduct.

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of members of the Class, respectfully requests that the Court enter judgment in their favor and against Defendants, as follows:

- A. Certification of the proposed Class, including appointment of Plaintiff's counsel as Class Counsel;
- B. Judgment in favor of herself and the Class she seeks to represent and against Defendants; and damages, measured as the overcharges that Plaintiff and other members of the Class paid as a result of Defendants' anticompetitive conduct, trebled;
- C. An order requiring Defendants to pay both pre- and post-judgment interest on any amounts awarded;
- D. Injunctive relief to prevent further anticompetitive conduct;
- E. Costs of suit, including reasonable attorneys' fees; and
- F. Such other or further relief as may be appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial as to all issues so triable.

Dated: January 8, 2018

by: /s/ Bruce W. Steckler  
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*Attorneys for Plaintiff and  
the Proposed Class*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Summer Lang, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff Maricopa County, Arizona (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Bruce W. Steckler, Steckler Gresham Cochran, 12720 Hillcrest Road, Suite 1045, Dallas, TX 75230, (972) 387-4040

DEFENDANTS

Zaappaaz, Inc.; Custom Wristbands Inc.; Netbrands Media Corp.; Casad Company; Brandeco L.L.C.; Azim Makanjija; Mashnoon Ahmed; Christopher Angeles; and Akil Kurji

County of Residence of First Listed Defendant Harris County, Texas (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. §§ 1, 15. Brief description of cause: Horizontal price fixing agreement per se illegal under the Sherman Act

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Melinda Harmon / Ewing Werlein, Jr DOCKET NUMBER 17-cv-3064 / 17-cv-3607

DATE 01/08/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Bruce W. Steckler

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Customized Silicone Wristband Makers Accused of Colluding to Fix Pricing](#)

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