

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

NISSENBAUM LAW GROUP, LLC  
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*Attorneys for Defendant Gladwell Education, LLC*

KEV & COOPER LIMITED LIABILITY  
COMPANY

Plaintiff,

v.

GLADWELL EDUCATION, LLC

Defendant.

Civil Action No. 2:22-cv-02029-SDW-JRA

**NOTICE OF MOTION TO DISMISS**

**PLEASE TAKE NOTICE** that on September 6, 2022, at 9:00 a.m., or as soon thereafter as counsel can be heard, the undersigned attorneys for Defendant Gladwell Education, LLC shall move before the Honorable Susan D. Wigenton at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102 for an Order granting Defendant's motion to dismiss the complaint.

**PLEASE TAKE FURTHER NOTICE** that in support of the within motion, Defendant shall rely upon the brief, and proposed form of Order submitted herewith; and

**PLEASE TAKE FURTHER NOTICE** that at the time and place aforesaid, Defendant will request that the proposed form of Order submitted herewith be entered by the Court.

NISSENBAUM LAW GROUP, LLC

BY: /s/Steven L. Procaccini  
Steven L. Procaccini

Dated: August 8, 2022

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

**NISSENBAUM LAW GROUP, LLC**

2400 Morris Avenue, Suite 301  
Union, NJ 07083  
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*Attorneys for Defendants  
Gladwell Education, LLC*

KEY & COOPER LIMITED LIABILITY  
COMPANY,

*Plaintiff,*

v.

GLADWELL EDUCATION LLC,

*Defendant.*

Case No. 2:22-cv-02029-  
SDW-JRA

**BRIEF IN SUPPORT OF  
DEFENDANT'S MOTION  
TO DISMISS**

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**BRIEF IN SUPPORT OF DEFENDANT'S MOTION TO DISMISS THE COMPLAINT,  
DATED APRIL 7, 2022**

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**PRELIMINARY STATEMENT**

Plaintiff has commenced this copyright infringement action without owning the alleged copyright. For the reasons set forth herein, the alleged work is not a "work made for hire" and therefore cannot be owned by Plaintiff. As a result, this action must be dismissed.

**PROCEDURAL HISTORY AND STATEMENT OF FACTS**

Plaintiff Kev & Cooper Limited Liability Company initiated this action against Defendant Gladwell Education LLC on the basis that Defendant allegedly violated Plaintiff's rights and 17 U.S.C. § 101 *et seq.* See Complaint.

The Complaint alleges that "Plaintiff has at all times after its creation, owned all rights, title and interest in and to the copyright in the ABC Shapes Design" and that "Plaintiff applied for, and the United [States] Copyright Office has granted registration of the ABC Shapes Design assigning it Copyright Registration No. VA 002139787." Complaint, at ¶¶ 16 & 17.

In addition to the Complaint's allegations, this Court may also take notice of court filings under Fed. R. Evid. 201. See Schmidt, 770 F.3d at 249. As relevant here, Defendant kindly requests that this Court take notice of Kev & Cooper, LLC v. Furnish My Place, LLC, Case No. 8:20-cv-01509-MCS-KES (C.D. Cal.) ("California Litigation") and the public filings made therein, including those that are also integral to the present action.

This Court may first take notice of Doc. No. 28-3 filed in the California Litigation and attached hereto as Exhibit A. Exhibit A includes a copy of the Certificate of Registration for registration VA 2-139-787, the same registration asserted in and integral to this action, hereinafter referred to as the "Asserted Registration". The Certificate of Registration for the Asserted

Registration indicates that the work is a "work made for hire" and that "Kev and Cooper LLC" is the author.

The Court may also take notice of Doc. No. 28 filed in the California Litigation and attached hereto as Exhibit B. Exhibit B is a declaration by Omer Copur, who certified the Certificate of Registration, as mentioned above. Mr. Copur's Declaration states that:

1. Mr. Copur was "Co-Founder and Managing Member of Kev & Cooper, LLC" (¶ 1);
2. "The ABC Shapes Design was designed, furnished and applied to carpets in 2016" and that the ABC Shapes Design is a "work[] made for hire, designed and overseen by me, and as such, Kev & Cooper is the author and registrant" (¶ 10); and
3. "Kev & Cooper applied for and obtained [a] Certificate[] of Registration... bearing registration number[] VA 002139787 to the ABC Shapes Design" (¶ 11).

This Court may also take notice of the United States Copyright Office's Public Catalog listing for the Asserted Registration, attached hereto as Exhibit C, which states that the authorship on the copyright application was "Kev and Cooper LLC" as "employer for hire".

Finally, this Court may take notice pursuant to Plaintiff's Certificate of Formation and related documents attached hereto as Exhibit D, that Mr. Copur was and is a co-owner of Plaintiff and Kevin Aymaz was and is the other co-owner.



### **STANDARD OF REVIEW**

An adequate complaint must be "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2). This Rule "requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do. Factual allegations must be enough to raise a right to relief above the speculative level . . . ." Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555 (2007) (internal citations omitted); see also Phillips v. County of Allegheny, 515 F.3d 224, 231 (3d Cir. 2008) (stating that Rule 8 "requires a 'showing,' rather than a blanket assertion, of an entitlement to relief").

"In evaluating a motion to dismiss, we may consider documents that are ... matters incorporated by reference or integral to the claim, items subject to judicial notice, matters of public record, orders, and items appearing in the record of the case." Buck v. Hampton Twp. Sch. Dist., 452 F.3d 256, 260 (3d Cir. 2006) (citations and internal quotation marks omitted). The Court may take judicial notice of public opinions and filings in other courts. Schmidt v. Skolas, 770 F.3d 241, 249 (3d Cir. 2014); see also Orabi v. Attorney Gen., 738 F.3d 535, 537 n.1 (3d Cir. 2014) (stating that "the contents of another Court's docket" are judicially noticeable). "Plaintiffs cannot prevent a court from looking at the texts of the documents on which its claim is based

by failing to attach or explicitly cite them." In re Burlington Coat Factory Sec. Litig., 114 F.3d 1410, 1426 (3d Cir. 1997).

Under Rule 12(b)(6), a plaintiff's "factually supported allegations [are assumed] to be true unless explicitly contradicted in documents which (1) are integral to, or relied upon, in Plaintiff's Complaint and (2) [are] publicly available. . . . or indisputably authentic". In re Amarin Corp. PLC., Civ. No. 13-cv-6663 (FLW) (TJB), 2015 WL 3954190, at \*3 n. 5 (D.N.J. June 29, 2015) (citing In re Burlington Coat Factory Sec. Litig., 114 F.3d at 1426).

**LEGAL ARGUMENT<sup>1</sup>**

**BECAUSE THE ALLEGED WORK IS NOT A WORK MADE FOR HIRE, PLAINTIFF DOES NOT OWN THE ASSERTED COPYRIGHT.**

Ownership of a copyright is a prerequisite to a federal copyright claim. 17 U.S.C. § 501(b). If a plaintiff cannot show ownership of the copyright, the plaintiff does not have standing to bring an action in federal court under the Copyright Act. Ibid.

The Registration Certificate and the Public Catalog indicate that the Asserted Registration was sought for a work made for hire, with "Kev and Cooper LLC" as "employer for hire". See Exhibits A & C. Mr. Copur explains the theory for such a conclusion, alleging that the artwork was a work made for hire because Mr. Copur was "co-founder and managing member" while he "designed and oversaw" the artwork and "as such, Kev & Cooper is the author and registrant". Exhibit B at ¶¶ 1 & 10.

Not only do these allegations not establish a work made for hire, but they also affirmatively show that there cannot be any such alleged work made for hire.

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<sup>1</sup> Because the Plaintiff has not established ownership required for threshold standing, other issues (e.g. invalidity of the Asserted Registration, lack of copying, unlawful DMCA takedown notices per 17 U.S.C. § 512(f); fair use under 17 U.S.C. § 107; advertising immunity under 17 U.S.C. 113(c); and copyright misuse) are currently premature to raise before the Court. Defendant expressly reserves and is prepared to address additional arguments by responsive pleading if the same become timely and appropriate.

"A "work made for hire" is—

(1) a work prepared by an employee within the scope of his or her employment; or

2) a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire."

17 U.S.C. § 101.

In reverse order, the artwork allegedly registered in the Asserted Registration is not a work made for hire pursuant to category (2) of a "work made for hire" because rug artwork does not fit into any of the nine enumerated categories.

The rug artwork is also not a work made for hire pursuant to category (1) of a "work made for hire" because, as Mr. Copur explains, Mr. Copur was not an employee acting within the scope of employment during the alleged designing. Instead, Mr. Copur was a "co-founder and managing member".

A work created by a co-owner<sup>2</sup> of an LLC or partnership is not a work made for hire - the creator must be an employee of the

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<sup>2</sup> Although persuasive but not directly on point to the facts of this case involving a limited liability company, courts in this circuit and across the country have also found that a work created by an officer or shareholder of a corporation is also not a work made for hire. See, e.g., Brownstein v. Lindsay, 742 F.3d 55, 66

limited liability company for the work for hire doctrine to apply. See, e.g., Woods v. Resnick, 725 F.Supp.2d 809, 824 (W.D. Wis. 2010) ("as a co-owner of the company, [creator] does not have an agency relationship with [the LLC]. Unlike an employee or independent contractor, an owner has an inherent right to control the business . . . . There is no basis for finding that [creator] was an employee under the control of [the LLC]," which prohibits the work made for hire doctrine); Heimerdinger v. Collins, Case No. 2:07CV00844 DN, 2009 WL 1743764 (D. Utah June 18, 2009) (rejecting work made for hire theory on basis that "bona fide general partners are not employees" and "[co-partner creator] could never be forced to do anything by the partnership."); Brown v. Flowers, 297 F. Supp. 2d 846, 852 (M.D. N.C. 2003) (rejecting work-for-hire claim of ownership in co-partner dispute, on ground that partners are not employees of the partnership).

Whether or not a work is a work made for hire determines the ownership of copyright in a work. 17 U.S.C. § 201(a) ("Copyright in a work protected under this title vests initially in the author

---

(3d Cir. 2014) ("Brownstein's computer programs were not works for hire. 17 U.S.C. § 201(b). Brownstein was both an officer and shareholder of TAP and an officer of E-Tech. He was not an employee of TAP or E-Tech"); M & A Associates, Inc. v. VCx, Inc., 657 F. Supp. 454, 459-60 (E.D. Mich. 1987) (individual creator was copyright owner even though he was "officer, director, and shareholder" of the corporation); Donaldson Pub. Co. v. Bregman, Vocco & Conn, Inc., 375 F.2d 639 (1967) (songwriter president of corporation found to not be an employee because he was dominant person in the corporation, prohibiting work for hire doctrine).

or authors of the work . . . ."); 17 U.S.C. § 201(b) ("In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author for purposes of this title.").

Because Mr. Copur was a co-owner of Kev & Cooper Limited Liability Company, Exhibit D, he cannot be an employee. As a result, any artwork that Mr. Copur designed was not a work made for hire. Instead, ownership of any available copyright protection was vested pursuant to 17 U.S.C. § 201(a) in the natural person(s) that designed and created the alleged work, including Mr. Copur.

Based on at least these required legal conclusions, Plaintiff cannot now own the copyright in the rug artwork as a work made for hire. Accordingly, Plaintiff lacks statutory standing and this court lacks subject matter jurisdiction over any alleged claim of copyright infringement. See 17 U.S.C. §§ 201(b), 501(b). Accordingly, this case must be dismissed.

**CONCLUSION**

This Court need not waste any further resources and time on this matter. The alleged work was not a “work made for hire” as a matter of law. The lack of threshold ownership necessitates dismissal of this action. See 17 U.S.C. § 501(b).

**DAN B LAW PLLC**

Co-Counsel for Defendant  
Gladwell Education, LLC

BY: /s/ Daniel S. Bretzius  
Daniel S. Bretzius  
*Pro Hac Vice Pending*

**NISSENBAUM LAW GROUP LLC**

Co-Counsel for Defendant  
Gladwell Education, LLC

BY: /s/ Steven L. Procaccini  
Steven L. Procaccini

DATED: August 8, 2022

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Kary A. Lush*

Acting United States Register of Copyrights and Director

Registration Number

**VA 2-139-787**

Effective Date of Registration:

July 21, 2018

### Title

Title of Work: KC CUBS Playtime Collection ABC, Numbers and Shapes Educational Area Rug

### Completion/Publication

Year of Completion: 2016  
Date of 1st Publication: May 16, 2016  
Nation of 1st Publication: United States

### Author

• Author: Kev and Cooper LLC  
Author Created: 2-D artwork  
Work made for hire: Yes  
Citizen of: United States

### Copyright Claimant

Copyright Claimant: Kev and Cooper LLC  
619 Industrial Road, CARLSTADT, NJ, 07072, United States

### Rights and Permissions

Organization Name: Kev and Cooper LLC  
Address: 619 Industrial Road  
Carlstadt, NJ 07072 United States

### Certification

Name: Omer Copur  
Date: July 21, 2018





---

Correspondence: Yes

## Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Kary A. Lingle*

Acting United States Register of Copyrights and Director

Registration Number

**VA 2-138-803**

Effective Date of Registration:

July 21, 2018

## Title

Title of Work: KC CUBS Playtime Collection Abc Alphabet, Seasons, Months and Days of the Week

## Completion/Publication

Year of Completion: 2017  
Date of 1st Publication: April 30, 2017  
Nation of 1st Publication: United States

## Author

• Author: Kev and Cooper LLC  
Author Created: 2-D artwork  
Work made for hire: Yes  
Citizen of: United States  
Domiciled in: United States

## Copyright Claimant

Copyright Claimant: Kev and Cooper LLC  
619 Industrial Road, Carlstadt, NJ, 07072, United States

## Rights and Permissions

Organization Name: Kev and Cooper LLC  
Name: Omer Copur  
Email: omer@kevandcooper.com  
Telephone: (201)286-2132  
Address: 619 Industrial Road  
Carlstadt, NJ 07072 United States

## Certification



Name: Omer Copur  
Date: July 21, 2018

---

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2 MILES L. PRINCE, ESQ. #298823  
3 1912 E. Vernon Ave., Ste. 100  
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8 Attorneys for Plaintiff, **Kev & Cooper, LLC**

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

KEV & COOPER, LLC,

Plaintiff,

v.

FURNISH MY PLACE, LLC; and  
DOES 1 to 20, inclusive,

Defendants.

**CASE NO.: 8:20-cv-01509-MCS-KES**

**DECLARATION OF OMER  
COPUR IN SUPPORT OF MOTION  
FOR DEFAULT JUDGMENT  
AGAINST FURNISH MY PLACE,  
LLC**

*[Filed concurrently with Declaration  
of Notice of Motion and Motion for  
Entry of Default Judgment Against  
Furnish My Place, LLC; Declaration  
of Miles L. Prince in Support of  
Motion for Default Judgment Against  
Furnish My Place, LLC]*

**DATE:** March 15, 2021

**TIME:** 9:00 a.m.

**DEPT:** 7C

*Hon. Mark C. Scarsi, Presiding*

1           **I, OMER COPUR**, declare as follows:

2           1. I am a Co-Founder and Managing Member of Kev & Cooper, LLC  
3 (“Plaintiff” or “Kev & Cooper”), the plaintiff in this litigation. This declaration is  
4 executed in support of Kev & Cooper’s Motion for Entry of Default Judgment  
5 Against Furnish My Place, Inc. (“Furnish My Place” or “Defendant”)

6           2. I have personal knowledge of the matters set forth herein, either as a direct  
7 participant in the matters described, or in my capacity as an officer of Kev &  
8 Cooper. As to those matters, my knowledge is based upon a review of the files  
9 maintained by Kev & Cooper in its regular course of business.

10          3. I am familiar with the manner in which those files are created and  
11 maintained. If called and sworn as a witness, I could and would competently testify  
12 to the matters set forth herein.

13          4. Kev & Cooper is a company having its principal place of business in  
14 Chino, California. Kev & Cooper designs, manufactures and sells educational  
15 carpets that are designed to appeal to children.

16          5. Among my responsibilities at Kev & Cooper is creative design and  
17 supervision of the creation of Kev & Cooper’s original designs and products. Kev &  
18 Cooper spends significant time and resources in creating original designs for its  
19 children’s carpets.

20          6. Kev & Cooper faces a serious and constantly growing threat from  
21 copyright infringers – particular those selling over the internet via online  
22 marketplaces such as Amazon.com and similar outlets. Plaintiff’s competitive  
23 advantage in its unique and appealing designs is threatened by infringers who sell  
24 unauthorized copies of Kev & Cooper’s well-established designs that originate with  
25 Kev & Cooper and which demonstrably appeal to its relevant customer base.

26          7. These infringers undercut Kev & Cooper’s pricing and compete unfairly  
27 against it within the same market, selling to Kev & Cooper’s exact customers and  
28



1 potential customers all while infringing Kev & Cooper's intellectual property.

2 8. Kev & Cooper takes regular steps to police its copyrights from  
3 infringement by competitors and other manufacturers and distributors, including  
4 reporting them to Amazon.com and also sending cease and desist letters.

5 9. Kev & Cooper and copyright registrant in the design that it has internally  
6 designated as both the 4 Seasons Design and the ABC Shapes Design. A true and  
7 correct copy of the 4 Seasons Design is attached as Exhibit "1" and a true and  
8 correct copy of the ABC Shapes Design is attached as Exhibit "2." Together, the 4  
9 Seasons Design and the ABC Shapes Design are referred to as the "Subject  
10 Designs", which are the subjects of this litigation.

11 10. The ABC Shapes Design was designed, finished and applied to carpets in  
12 2016 and the 4 Seasons Design was designed, finished and applied to carpets in  
13 2017. The Subject Designs are works made for hire, designed and overseen by me,  
14 and as such, Kev & Cooper is the author and registrant of the Subject Designs.

15 11. Kev & Cooper applied for and obtained Certificates of Registration for the  
16 Subject Designs in the United States Copyright Office, bearing registration numbers  
17 VA 002139787 to the ABC Shapes Design and VA 0002138803 to the 4 Seasons  
18 Design. True and correct copies of the copyright registration certificates for the  
19 Subject Designs are attached hereto as Exhibit "3." The originals are in a  
20 warehouse on the East Coast and cannot be readily obtained due to the current  
21 pandemic.

22 12. The Subject Designs at issue in this litigation have been extremely  
23 successful and Kev & Cooper has sold more than two million dollars' worth of  
24 carpets bearing the Subject Designs.

25 13. As part of Kev & Cooper's standard procedures for policing its  
26 copyrights, I discovered that the Defendant was selling rugs bearing unauthorized  
27 reproductions of the Subject Designs in the marketplace. (the "Infringing Rugs").

28 15. The Subject Design and the designs on the Infringing Rugs are strikingly

1 substantially and/or strikingly similar and are clearly the result of intentional  
2 copying, which is the type of activity that results in significant competitive harm to  
3 Kev & Cooper. Plaintiff never granted Defendant or any other person the  
4 permission to copy or sell items bearing copies of the Subject Designs.

5 15. The Defendant's sales of Infringing Rugs were identified to Amazon.com  
6 in or about late 2018 or early 2019. The Infringing Rugs are also still being sold on  
7 Wayfair.com and Walmart.com.

8 16. In early 2020, plaintiff again reported the infringement to Amazon.com  
9 and when defendant contacted it, Kev & Cooper's attorneys reminded them of their  
10 infringement and indicated they should cease and desist in their sales and sought to  
11 speak with defendant's attorney; but defendant refused to cease in its sales, and  
12 refused to provide any attorney information to plaintiff's counsel.

13 17. Stonewalled by the defendant, which clearly and intentionally has been  
14 selling the Infringing Rugs to plaintiff's detriment, and for defendant's profit and  
15 benefit, Plaintiff brought this action.

16 I declare under penalty of perjury under the laws of the United States of  
17 America that the foregoing is true and correct. Executed by me in Chino, California,  
18 on this 4<sup>th</sup> day of February, 2021.

19   
20 OMER COPUR

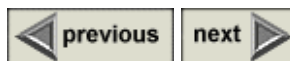
[Help](#)[Search](#)[History](#)[Titles](#)[Start Over](#)

## Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Copyright Number = VA0002139787

Search Results: Displaying 1 of 1 entries

[Labeled View](#)

### *KC CUBS Playtime Collection ABC, Numbers and Shapes Educational Area Rug.*

**Type of Work:** Visual Material

**Registration Number / Date:** VA0002139787 / 2018-07-21

**Application Title:** KC CUBS Playtime Collection ABC, Numbers and Shapes Educational Area Rug.

**Title:** KC CUBS Playtime Collection ABC, Numbers and Shapes Educational Area Rug.

**Description:** electronic file.

**Copyright Claimant:** Kev and Cooper LLC. Address: 619 Industrial Road, CARLSTADT, NJ, 07072, United States.

**Date of Creation:** 2016

**Date of Publication:** 2016-05-16

**Nation of First Publication:** United States

**Authorship on Application:** Kev and Cooper LLC, employer for hire; Citizenship: United States. Authorship: 2-D artwork.

**Rights and Permissions:** Kev and Cooper LLC, 619 Industrial Road, Carlstadt, NJ, 07072, United States

**Copyright Note:** C.O. correspondence.

**Names:** [Kev and Cooper LLC](#)



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**STATE OF NEW JERSEY**  
**DEPARTMENT OF THE TREASURY**  
**DIVISION OF REVENUE AND ENTERPRISE SERVICES**  
**CHANGE OF REGISTERED AGENT CERTIFICATE**

**KEV & COOPER LIMITED LIABILITY COMPANY**  
**0400671150**

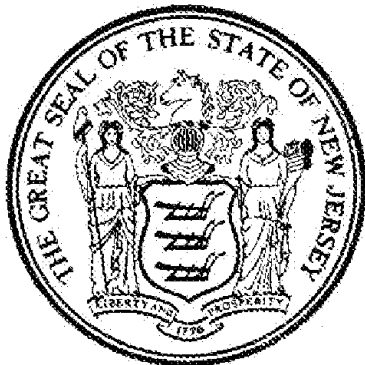
The Division of Revenue and Enterprise Services hereby affirms that the following change was submitted on 07/01/2017 for KEV & COOPER LIMITED LIABILITY COMPANY.

**Previous Registered Agent and Office**

KEVIN AYMAZ  
827 MAIN ST  
APT C  
BELLEVILLE, NJ 07109

**New Registered Agent and Office**

KEVIN AYMAZ  
9 River Rd  
APT K  
Nutley, NJ 07110



Certificate Number : 2274666751  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal, this  
1st day of July, 2017*

A stylized, handwritten signature of Ford M. Scudder in black ink.

*Ford M. Scudder*  
*State Treasurer*

**STATE OF NEW JERSEY**

**DEPARTMENT OF THE TREASURY**

**DIVISION OF REVENUE AND ENTERPRISE SERVICES**

**CHANGE OF REGISTERED AGENT CERTIFICATE**

**KEV & COOPER LIMITED LIABILITY COMPANY**

0400671150

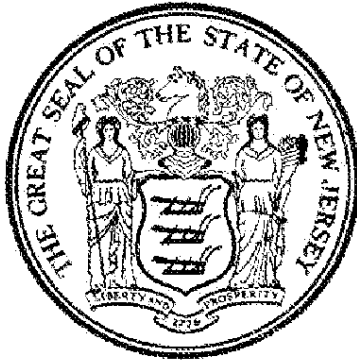
The Division of Revenue and Enterprise Services hereby affirms that the following change was submitted on 02/05/2020 for KEV & COOPER LIMITED LIABILITY COMPANY.

**Previous Registered Agent and Office**

KEVIN AYMAZ  
9 RIVER RD  
APT K  
NUTLEY, NJ 07110

**New Registered Agent and Office**

KEVIN AYMAZ  
619 Industrial Road  
Carlstadt, NJ 07072



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal, this  
5th day of February, 2020*

*Elizabeth Maher Muoio  
State Treasurer*

Certificate Number : 2457247220  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

KEV & COOPER LIMITED LIABILITY COMPANY  
0400671150

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 07/07/2014 and was assigned identification number 0400671150. Following are the articles that constitute its original certificate.

1. **Name:**

KEV & COOPER LIMITED LIABILITY COMPANY

2. **Registered Agent:**

KEVIN AYMAZ

3. **Registered Office:**

827 MAIN ST  
APT C  
BELLEVILLE, NJ 07109

4. **Business Purpose:**

Wholesale of domestic and imported goods

5. **Effective Date of this filing is:**

07/07/2014

6. **Members/Managers:**

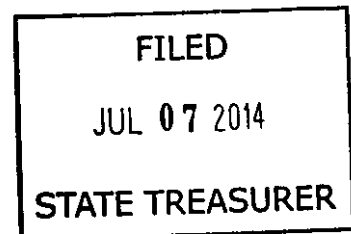
OMER COPUR  
14 VIRGINIA ST  
TENAFLY, NJ 07670  
KEVIN AYMAZ  
827 MAIN ST  
APT C  
BELLEVILLE, NJ 07109

7. **Main Business Address:**

14 VIRGINIA ST  
TENAFLY, NJ 07670

**Signatures:**

OMER COPUR  
AUTHORIZED REPRESENTATIVE  
KEVIN AYMAZ  
AUTHORIZED REPRESENTATIVE

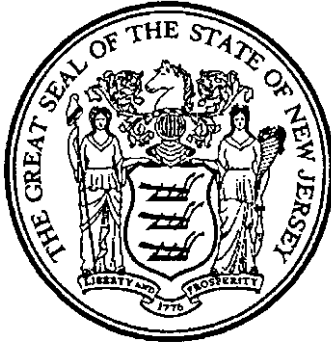


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NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

KEV & COOPER LIMITED LIABILITY COMPANY  
0400671150



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
8th day of July, 2014

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff  
State Treasurer

Certificate Number: 132799010

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)