IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.: _____

CHESTER'S INTERNATIONAL, LLC,
an Alabama Limited Liability Company,

Plaintiff,

v.

J.R.'S COUNTRY STORES, INC.,
a Colorado Corporation,

Defendant.

COMPLAINT AND JURY DEMAND

Chester's International, LLC ("Chester's" or "Plaintiff"), by and through its undersigned counsel, brings this action against J.R.'s Country Stores, Inc. ("JRCS" or "Defendant") for breach of contract, trademark infringement and unfair competition arising under the Federal Trademark Act of 1946 (the "Lanham Act"), as amended, 15 U.S.C. §1051, *et seq* and applicable state and common law.

NATURE OF THE ACTION

1. This is an action for, *inter alia*, trademark infringement, unfair competition and breach of contract. Plaintiff Chester's seeks, among other things, a permanent injunction: (i) enjoining Defendant and those acting in concert with it from wrongful and unlawful use of federally registered trademarks; and (ii) enforcing the post-termination covenants not to use Plaintiff's trademarks in the parties' franchise agreement.

PARTIES

2. Plaintiff is an Alabama Limited Liability Company with its principal place of business at 1531 Third Avenue North, Suite 110, Birmingham, Alabama 35203.

3. JRCS is a Colorado Corporation, and upon information and belief, owner and operator of "J.R.'s Country Store," a convenience store located at 1207 Elm Avenue, Rocky Ford, Colorado 81067.

4. Upon information and belief, JRCS also maintains an office at 1504 Watts Place, Pueblo, CO 81008.

JURISDICTION AND VENUE

5. Through this Complaint, Plaintiff asserts claims against Defendant that arise, *inter alia*, under the Lanham Act, as amended, 15 U.S.C. § 1051, *et seq*.

6. The Court has original subject matter jurisdiction over Plaintiff's federal and state claims pursuant to 28 U.S.C. §§ 1331, 1332, 1338(a), 15 U.S.C. § 1121 and 28 U.S.C. § 1367.

7. The Court has personal jurisdiction over Defendant as, upon information and belief, Defendant operates one or more businesses in Colorado and serves customers in Colorado through a business operating as "J.R.'s Country Store," a convenience store located at 1207 Elm Avenue, Rocky Ford, Colorado 81067, and elsewhere throughout the United States.

8. Venue is proper in the United States District Court for the District of Colorado pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claims herein occurred in this judicial district. Venue is also proper under 28 U.S.C. § 1391(b)(3), because Defendant conducts business in the District of Colorado, and is subject to personal jurisdiction in this judicial district.

BACKGROUND FACTS

9. The roots of the Plaintiff's business date back to 1952, when W.O. Giles started frying donuts and, later, chicken with his patented fryers in Montgomery, Alabama.

10. In 1965, Plaintiff's iconic 'Chester the Chicken' came to life with his cowboy hat, bandana, and spurs. Some of Plaintiff's logos including 'Chester the Chicken' are shown below.





11. In 1974, Plaintiff's business became known as "Chester Fried."

12. Plaintiff began using the marks CHESTER FRIED (And Design) and CHESTER FRIED (collectively, the CHESTER FRIED® mark) in connection with restaurant services at least as early as March 1985. True and correct copies of U.S. Trademark Registration Nos. 1,884,056 and 2,773,644 for the marks CHESTER FRIED (And Design) and CHESTER FRIED, respectively, are attached hereto as Exhibit A.

13. In 2002, "Fried" was dropped from Plaintiff's brand name, and Plaintiff became known simply as "Chester's," but continued to use the "Chester Fried" mark in connection with the business.

14. Plaintiff began using the mark CHESTER'S® in connection with batters, marinades and restaurant services at least as early as August 9, 2004. A true and correct copy of U.S. Trademark Registration No. 3,206,105 for the mark CHESTER'S® is attached hereto as Exhibit B.

15. In March of 2004, Plaintiff transitioned from a licensed concept to a growth-driven model. Ted W. Giles, son of the founder W.O. Giles, and the second-generation CEO, is credited with growing the brand on three continents.

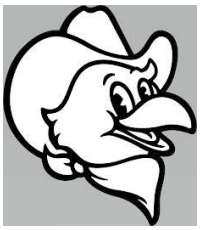
16. In 2017, Wynn Giles succeeded his father, Ted W. Giles, as CEO. Under Wynn's leadership, Plaintiff has focused heavily on new product development, streamlining the supply chain, and creating a more robust support system for existing franchise partners.

17. Today, Plaintiff remains a family-owned business with an aggressive growth strategy and over 1,200 locations in the US and Canada.

Plaintiff's Marks

18. To identify the source, origin and sponsorship of CHESTER'S® restaurants and the goods and services they offer, and to distinguish those restaurants, goods and services from those established, offered and sold by others, Plaintiff has extensively used certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including but not limited to the name and mark CHESTER'S® (collectively "the Marks"). The Marks are shown in the table below:

Mark	Reg. No.	Reg. Date
CHESTER FRIED (And Design) 	1884056	March 14, 1995
CHESTER FRIED	2773644	October 14, 2003
CHESTER'S	3206105	February 6, 2007
CHESTER'S (And Design) 	3011320	November 1, 2005
CHESTER'S (And Design) 	3050595	January 24, 2006
CHICKEN ON THE RUN	6828171	August 23, 2022
CHESTER'S CHICKEN ON THE RUN (And Design) 	6828172	August 23, 2022
CHESTER'S CHICKEN ON THE RUN (And Design) 	6828173	August 23, 2022
FRIED WITH LOVE	6847387	September 13, 2022
CHESTER'S (And Design) 	6901638	November 15, 2022

CHESTER'S (And Design) 	7258625	January 2, 2024
Cowboy Chicken Logo 	7503616	

19. The CHESTER'S® mark has been used in interstate commerce by Plaintiff for more than fifteen (15) years and has never been subject to challenge by any party.

20. The CHESTER'S® mark is incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065, entitling Plaintiff to a conclusive presumption of ownership and an exclusive right to use the CHESTER'S® mark.

21. The CHESTER FRIED® mark has been used in interstate commerce by Plaintiff for more than 35 years and has never been subject to challenge by any party.

22. The CHESTER FRIED® mark is incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065, entitling Plaintiff to a conclusive presumption of ownership and an exclusive right to use the CHESTER FRIED® mark.

23. All of the Marks are valid and subsisting and are not currently being challenged by any party.

24. Plaintiff has expended substantial sums since 2004 in advertising and promoting the Marks (including the CHESTER'S® and CHESTER FRIED® marks and brand names) in

connection with restaurant services, paper products, business services, batters and marinades, including but not limited to, significant expenditures devoted to research, advertising, and marketing.

25. As a result of the promotion, advertising and sales of Plaintiff's goods and services under the Marks for over 35 years (since 1985), and the maintenance of the highest quality standards relating thereto, consumers have come to associate the Marks exclusively with Plaintiff and its authorized licensees and franchisees.

26. Each of the Marks has been used continuously and exclusively by Plaintiff or its authorized licensees and/or franchisee since their respective dates of first use.

27. The Marks are all inherently distinctive.

28. The Marks have acquired distinctiveness through Plaintiff's use in connection with its goods and services for well over five (5) years continuously and exclusively.

29. Pursuant to written agreements, Plaintiff grants licenses to qualified persons to own and operate CHESTER'S® restaurants using the Marks, but only in such manner and at such locations as are expressly authorized therein.

30. The agreements also license to franchisees a distinct, uniform system for restaurant operation consisting of confidential information, such as recipes for menu products, knowledge and know-how, and technologies, and the right to use a unique business format and methods of operations relating to the establishment and operation of fried chicken restaurants. Attendant to and an integral part of this license is the afore-mentioned license to use the Marks.

31. Plaintiff and its franchisees and licensees use the Marks as the trade identity by which the goods and services offered by Plaintiff and its franchisees and licensees are distinguished from other restaurants and the goods and services provided by them.

32. Plaintiff and its authorized franchisees and licensees have extensively advertised and promoted CHESTER'S® restaurants and the goods and services they offer under the Marks throughout the United States through various media. As a result of such efforts and the considerable sums expended in connection therewith, the goods and services offered by Plaintiff and its franchisees and licensees under the Marks have met with widespread public approval and have established demand and goodwill among consumers throughout the United States, including within the State of Maine, and the neighboring states.

Defendant

33. Defendant entered into a "Chester's International, LLC Chester's Agreement For Restaurant-In-Store/Supermarket/Non-Traditional (Non-Supermarket)/Express Locations" with Plaintiff on or about November 21, 2017 (the "Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit C.

34. The Agreement set the location for a CHESTER'S® "Restaurant-In-Store" at 1207 Elm Avenue, Rocky Ford, Colorado 81037 (the "Location").

35. In the Agreement, Defendant represented that it was doing business as "J.R.'s Country Store."

36. At the time of the Agreement, Plaintiff was using CHESTER'S® as the primary brand for Plaintiff's business.

37. In fact, the CHESTER'S (And Design)® mark protected by Plaintiff's U.S. Trademark Registration Nos. 3,011,320 and 3,050,595 is depicted in the upper left-hand corner of the Agreement.

38. Defendant operated an authorized CHESTER'S® franchise location at the Location from 2017 through 2022. The Agreement terminated by its terms on November 21, 2022.

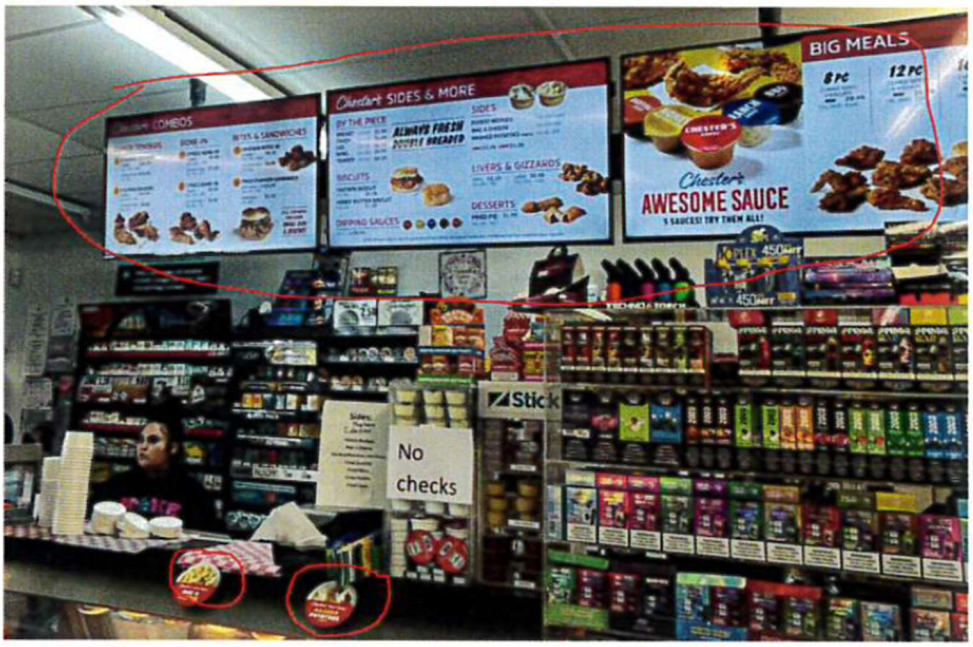
39. After termination of the Agreement, Defendant continued to use Plaintiff's Marks in connection with the sale of fried chicken at the Location.

40. Section 19 of the Agreement sets forth various "Post-Term Obligations" of Defendant, including the obligation to "immediately stop operating the [Location] under Chester's System and Marks; not to thereafter represent to the public or hold yourself out as a present or former licensee of [Chester's]; immediately and permanently stop using any confidential methods, procedures, and techniques associated with the Chester's System and Marks; follow [Chester's] instructions to de-identify the [Location] from the Chester's System within the timeframe we specify…and immediately deliver to [Chester's] (at no cost to us) all Manuals, brochures, invoices, and other materials bearing the Marks."

41. Plaintiff sent a letter to Defendant on April 10, 2025, requesting that it cease the use of Plaintiff's Marks. A true and correct copy of that letter is attached hereto as Exhibit D.

42. Defendant did not substantively respond to the April 2025 letter and did not take down the signage using and displaying Plaintiff's Marks.

43. Representatives of Plaintiff visited the Location in February 2025 and took the following photographs showing Defendant's overt and blatant use of Plaintiff's Marks.


BIG MEALS
8 PC
12 PC
Chester's
AWESOME SAUCE
No
checks


conoco
CHESTER'S
Chicken To Go
Regular
2.99
BONE IN
IS

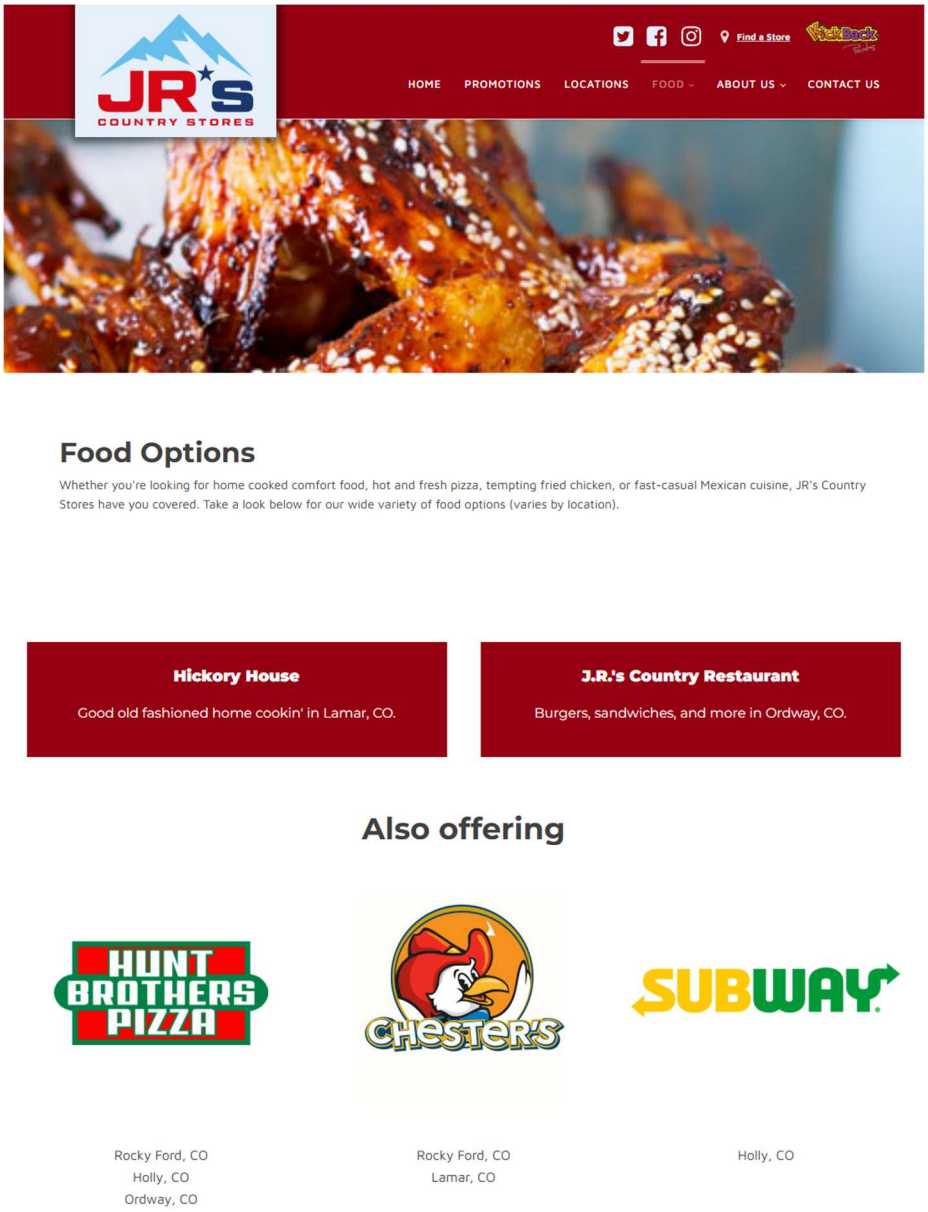


44. Defendant's use of Plaintiff's Marks is also shown clearly on Defendant's website (https://jrscountrystore.com/food/), and various images associated with the Location on Google Maps. Examples are shown below:




conoco
GATORADE
28OZ
2 FOR 14.50
Regular
360


conoco
CHESTER'S
Chicken To Go
BURRITOS
TO GO
ONE WAY
Regular
360



45. Defendant is using Plaintiff's Marks in connection with the sale of identical goods and services as Plaintiff and its authorized licensees and franchisees, namely restaurant services, business services, paper products, batters and marinades.

46. Because Defendant is using marks which are identical in sight, sound, meaning and commercial impression to Plaintiff's Marks, and because these marks are used in connection with

the same products and services, and because such products and services are sold in the same channels of trade, customers are likely to be confused into believing that Plaintiff is the source of Defendant's products and services.

47. Upon information and belief, Defendant has intentionally and deliberately used, and continues to use, marks that are identical to Plaintiff's Marks for the purpose of exploiting and trading upon the substantial goodwill and reputation of Plaintiff, and to enable Defendant to confuse and mislead customers into believing that his goods and services emanate from, or otherwise are sponsored by, or affiliated with, Plaintiff.

48. Since Defendant is providing restaurant services in connection with the Marks with knowledge that the goods and services they are providing are not genuine, Defendant is engaging in trademark counterfeiting.

COUNT I - TRADEMARK INFRINGEMENT
(Under Section 32 Of The Lanham Act)

49. Plaintiff realleges and incorporates by reference the allegations in the foregoing Paragraphs 1 through 48 as if fully set forth herein.

50. Plaintiff owns all right, title and interest in and to the Marks.

51. Defendant is improperly and willfully infringing upon the CHESTER'S® and CHESTER'S (And Design)® marks in interstate commerce through the advertising, promotion and sale of Defendant's goods.

52. Defendant's acts, practices, and conduct constitute an infringing use in interstate commerce of a reproduction, counterfeit, copy, or colorable imitation of the registered marks CHESTER'S® and CHESTER'S (And Design)®, and Defendant's sale, offering for sale, distribution or advertising of goods and services under the marks CHESTER'S® and CHESTER'S

(And Design)®, or any marks or designs similar thereto, is likely to cause confusion or mistake or to deceive the public in violation of 15 U.S.C. § 1114(1)(a) (Section 32 of the Lanham Act).

53. Defendant's acts of trademark infringement have been committed in bad faith and with the intent to cause confusion, mistake and/or to deceive.

54. Defendant's use of the marks CHESTER'S® and CHESTER'S (And Design)® in connection with offering and providing fried chicken products and restaurant services has caused and is likely to continue to cause confusion among consumers who believe, contrary to fact, that Defendant's goods and services are provided by, or emanate from, or are otherwise sponsored by or affiliated with, Plaintiff.

55. The consumer confusion resulting from Defendant's use of the CHESTER'S® and CHESTER'S (And Design)® marks results in a loss of goodwill, reputation, and sales to Plaintiff.

56. Additionally, Defendant is using counterfeit marks in connection with the sale, offering for sale, or distribution of goods or services, as the term "counterfeit" is described in Section 34(d) of the Lanham Act (15 U.S.C. § 1116(d)), thereby entitling Plaintiff to immediate and *ex parte* injunctive relief, and seizure of any and all goods of Defendant bearing such counterfeit marks.

57. As a direct and proximate result of Defendant's conduct, Plaintiff has been, and is likely to continue to be, substantially injured in its business including harm to its goodwill and reputation and the loss of revenues and profits.

58. Unless enjoined by this Court, Defendant will continue to infringe upon the CHESTER'S® and CHESTER'S (And Design)® marks, thereby creating the likelihood of

consumer confusion, deceiving the public, and causing Plaintiff immediate and irreparable injury, including loss of goodwill and loss of income, for which it has no adequate remedy at law.

COUNT II – UNFAIR COMPETITION
(Under Section 43(a)(1)(A) Of The Lanham Act)

59. Plaintiff realleges and incorporates by reference the allegations in the foregoing Paragraphs 1 through 58 as if fully set forth herein.

60. The CHESTER'S® and CHESTER'S (And Design)® marks operate as an indicator of source or origin and have acquired distinctiveness via secondary meaning.

61. Defendant, through use of the CHESTER'S® and CHESTER'S (And Design)® marks has, without authorization, in connection with its goods and services in commerce, made false designations of origin, false or misleading descriptions of fact, and/or false or misleading representations of fact, which have caused and are likely to continue to cause confusion, mistake, or to deceive as to the affiliation, connection or association of Defendant with Plaintiff, and/or as to the origin, sponsorship or approval of Defendant's goods and/or services, in violation of Section 43(a)(1)(A) of the Lanham Act (15 U.S.C. § 1125(a)(1)(A)).

62. Consumers are likely to purchase Defendant's goods and services offered under the CHESTER'S® and CHESTER'S (And Design)® marks believing that Defendant is affiliated, connected or associated with Plaintiff, resulting in a loss of goodwill to Plaintiff.

63. As a direct and proximate result of Defendant's conduct, Plaintiff has been, and is likely to continue to be, substantially injured in its business including harm to its goodwill and reputation and loss of revenues and profits.

64. Unless enjoined by this Court, Defendant will continue to compete unfairly with Plaintiff, thereby deceiving the public, creating the likelihood of consumer confusion, and causing Plaintiff immediate and irreparable injury for which it has no adequate remedy at law.

COUNT III – FALSE ADVERTISING
(Under Section 43(a)(1)(B) Of The Lanham Act)

65. Plaintiff realleges and incorporates by reference the allegations in the foregoing Paragraphs 1 through 64 as if fully set forth herein.

66. Defendant has used and uses false and/or misleading descriptions and/or representations of fact in commercial advertising or promotion which misrepresent the nature characteristics and/or qualities of its goods and services in violation of 15 U.S.C. § 1125(a)(1)(B) (Section 43(a)(1)(B) of the Lanham Act).

67. Specifically, Defendant has used Plaintiff's Marks (such as CHESTER'S® and CHESTER'S (And Design)®) in promoting a competing fried chicken restaurant business, knowing that Plaintiff has no connection to this business.

68. Upon information and belief, Defendant's false and misleading statements actually deceive or have a tendency to deceive a substantial segment of customers.

69. Upon information and belief, Defendant's false and misleading statements are material, and are likely to influence the purchasing decision of actual and prospective customers.

70. Defendant's actions stated herein have been committed willfully and in bad faith and with the intent to cause confusion, mislead and/or deceive.

71. As a direct and proximate result of Defendant's conduct, Plaintiff has been and is likely to be substantially injured in its business including harm to its goodwill and its reputation and loss of revenues and profits.

72. Plaintiff has no adequate remedy at law because the Plaintiff's Marks are unique and represent to the public Plaintiff's identity, reputation, and goodwill, such that damages alone cannot fully compensate Plaintiff for Defendant's false advertising misconduct.

73. Unless enjoined by this Court, Defendant and those acting in concert with it will continue to use and infringe Plaintiff's Marks, to its irreparable injury. This threat of future injury to Plaintiff's business identity, goodwill, and reputation requires injunctive relief to prevent Defendant's continued use of the Plaintiff's Marks, and to ameliorate and mitigate Plaintiff's injuries.

COUNT IV – COMMON LAW UNFAIR COMPETITION

74. Plaintiff realleges and incorporates by reference the allegations in the foregoing Paragraphs 1 through 73 as if fully set forth herein.

75. Plaintiff's Marks are a well-known source identifier of Plaintiff.

76. Defendant's acts, practices, and conduct in using Plaintiff's Marks (such as CHESTER'S® and CHESTER'S (And Design)®) in interstate commerce constitute unfair competition and false designation of origin likely to deceive or mislead customers and potential customers.

77. Defendant's acts of unfair competition have been committed in bad faith and with the intent to cause confusion, mistake and/or to deceive.

78. As a direct and proximate result of Defendant's unfair competition, Plaintiff has been and is likely to be substantially injured in its business including harm to its goodwill and its reputation and loss of revenues and profits.

79. Plaintiff has no adequate remedy at law because the Plaintiff's Marks are unique and represent to the public Plaintiff's identity, reputation, and goodwill, such that damages alone cannot fully compensate Plaintiff for Defendant's misconduct.

80. Unless enjoined by this Court, Defendant and those acting in concert with it will continue to use and infringe Plaintiff's Marks, to Plaintiff's irreparable injury. This threat of future injury to Plaintiff's business identity, goodwill, and reputation requires injunctive relief to prevent Defendant's continued use of Plaintiff's Marks, and to ameliorate and mitigate Plaintiff's injuries.

COUNT V – BREACH OF CONTRACT

81. Plaintiff realleges and incorporates by reference the allegations in the foregoing Paragraphs 1 through 80 as if fully set forth herein.

82. The Agreement required Defendant to abide by certain standards and guidelines with respect to the use of Plaintiff's trademarks, including the marks CHESTER'S® and CHESTER'S (And Design)®.

83. The Agreement stated (at Section 12) that: "Your right to use [Chester's] Marks ends automatically when this Agreement expires or is earlier terminated."

84. The Agreement also stated (at Section 19) that upon termination, Defendant should: "immediately stop operating the [Location] under Chester's System and Marks; [and] not [] thereafter represent to the public or hold yourself out as a present or former licensee of [Chester's]…".

85. Defendant ceased his business association with Plaintiff in 2022, but did not cease use of Plaintiff's Marks per the Agreement.

86. Defendant has breached the Agreement and the post-termination obligations thereunder by continuing to operate a competing business at the Location.

87. In operating the competing business, Defendant is using Plaintiff's Marks, the franchise system, and Plaintiff's confidential information, to offer goods and services substantially identical to those offered by legitimate CHESTER'S® franchisees and licensees.

88. Defendant has further breached the Agreement by continuing to use Plaintiff's Marks and failing to return manuals and other confidential information related to the system to Plaintiff.

89. Plaintiff is substantially and irreparably injured in its business, including but not limited to, injuries and losses in its customer base, future franchise sales, marks, and goodwill, by the Defendant's breach of the Agreement.

90. Plaintiff has not consented to Defendant's operation of a competing business, or Defendant's use of Plaintiff's Marks, system and confidential information in connection with operating the competing business.

91. Plaintiff has no adequate remedy at law in that its franchise system, the Marks, confidential information and goodwill are unique, and damages cannot fully or adequately compensate Plaintiff for the breaches of the Agreement identified above.

92. As a direct and proximate result of Defendant's wrongful actions, Plaintiff has been, and is likely to continue to be, substantially injured in its business, including but not limited to its franchise system, reputation and goodwill.

93. Unless Defendant is enjoined and ordered to perform its post-termination obligations under the Agreement, Plaintiff is likely to be substantially and irreparably injured in

its business, including its goodwill and reputation, resulting in lost revenues and profits, and diminished goodwill, for which Plaintiff has no adequate remedy at law.

COUNT VI – UNJUST ENRICHMENT

94. Plaintiff realleges and incorporates by reference the allegations in the foregoing Paragraphs 1 through 93 as if fully set forth herein.

95. Since at least November 2022, to the present day, Defendant has operated and held itself out to the public as a CHESTER'S® franchise, availing itself of Plaintiff's Marks and goodwill, the franchise system and Plaintiff's confidential information without compensating Plaintiff therefor.

96. Plaintiff conferred benefits on Defendant by entering into the Agreement and licensing Defendant to use the Marks, the franchise system and Plaintiff's confidential information.

97. Defendant knowingly retained those benefits after termination of the Agreement.

98. Defendant's actions under the circumstances make retention of the benefit of Plaintiff's Marks and goodwill, the franchise system and Plaintiff's confidential information unjust.

99. Defendant has been, and continues to be, unjustly enriched, and there exists an obligation implied by law to do justice even though no express promise between Defendant and Plaintiff requires compensation for the aforementioned use of Plaintiff's Marks, the franchise system and Plaintiff's confidential information.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Chester's International, LLC, requests the following relief against Defendant:

A. An Order preliminarily and permanently enjoining Defendant, its agents, servants and employees, and those people in active concert or participation with it from:

1. Using Plaintiff's Marks or any trademark, service mark, logo or trade name that is confusingly similar to the Plaintiff's Marks;

2. Otherwise infringing Plaintiff's Marks or using any similar designation, alone or in combination with any other components;

3. Passing off any of their products or services as those of Plaintiff and/or its authorized franchisees and licensees;

4. Causing a likelihood of confusion or misunderstanding as to the source or sponsorship of its businesses, products or services as being Plaintiff and/or its authorized franchisees and licensees;

5. Causing a likelihood of confusion or misunderstanding as to its affiliation, connection or association with Plaintiff and/or its authorized franchisees and licensees or any of Plaintiff's products or services; and

6. Unfairly competing with Plaintiff and/or its franchisees and licensees in any manner.

B. An Order directing Defendant to immediately return to Plaintiff all operating manuals and other materials constituting confidential and/or proprietary information provided to it in

connection with the operation of the business at the Location, and all other materials bearing Plaintiff's Marks;

C. An Order, pursuant to 15 U.S.C. § 1118, that all labels, signs, prints, packages, wrappers, receptacles, uniforms, logo items, and advertisements in the possession of Defendant, his affiliates, subsidiaries, officers, agents, servants and employees, and those people in active concert or participation bearing Plaintiff's Marks, and all plates, molds, and other means of making the same, if any, be delivered to Plaintiff at Defendant's cost;

D. An Order requiring Defendant to promptly eliminate his advertising under Plaintiff's Marks or any other confusingly similar designations from all media including, but not limited to, newspapers, flyers, coupons, promotions, signs, telephone books, telephone directory assistance listings and mass mailings, all at Defendant's cost;

E. An Order, pursuant to 15 U.S.C. § 1116(a), requiring Defendant to file with the Court and to serve upon Plaintiff's counsel within thirty (30) days after entry of any injunction or order issued herein, a written report, under oath, setting forth in detail the manner in which Defendant has complied with such injunction or order;

F. An Order requiring Defendant to account and pay over to Plaintiff all gains, profits and advantages derived by it as a result of Defendant's infringement of Plaintiff's Marks and unfair competition to the full extent provided for by Section 35 of the Lanham Act, 15 U.S.C. § 1117, and by the controlling principles of common law;

G. An award to Plaintiff of such damages as it has sustained by reason of Defendant's trademark infringement and unfair competition; and that, because of the willful nature of said

infringement, the Court enter judgment for Plaintiff for three (3) times the amount of said damages, pursuant to Section 35 of the Lanham Act, 15 U.S.C. § 1117;

H. An award to Plaintiff of immediate and *ex parte* injunctive relief, and seizure of any and all goods of Defendant bearing counterfeit marks, pursuant to Section 34(d) of the Lanham Act, 15 U.S.C. § 1116(d).

I. An award to Plaintiff in an amount adequate to compensate Plaintiff for Defendant's acts of unfair competition, including but not limited to punitive damages;

J. An award to Plaintiff in an amount adequate to compensate Plaintiff for Defendant's continuing breach of the Agreement;

K. An award to Plaintiff of the amount of Defendant's unjust enrichment;

L. An award to Plaintiff of its costs and expenses, including reasonable attorney's fees; and

M. Such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff hereby requests and demands trial by jury on all claims so triable.

Dated: August 15, 2025

s/ Airina L. Rodrigues
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