

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

FILED 23 JUL 24 2008  
U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO, FLORIDA

Case No. 6:08-CV-1209-ORL-31-DAB

NIKE, INC.,  
Plaintiff,

v.

KKdesigns by Montique, LP d/b/a  
www.UBHouseofstyles.com; and  
Twona Palmer d/b/a  
www.UBHouseofstyles.com

Defendant.

COMPLAINT

Plaintiff, Nike, Inc. ("Nike"), by and through its undersigned attorneys,  
alleges for its Complaint as follows:

INTRODUCTION

1. Nike files this action against the Defendant, who has unlawfully engaged in the manufacture, duplication, distribution, importation, sale, and offer for sale of counterfeit shoes bearing exact copies or colorable duplications of Nike's trademarked properties.

2. For violations of the Federal Statutes alleged in the Complaint, Nike seeks a Preliminary and Permanent Injunction, damages, costs, and attorneys' fees as authorized by the Lanham Act.

## JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to the federal trademark laws (the “Lanham Act”), 15 U.S.C. §§ 1051–1141. Further, this Court has jurisdiction over Nike’s pendent and common law claims pursuant to 28 U.S.C. § 1367.

4. Venue is proper within this District pursuant to 28 U.S.C. § 1391(b) and § 1400(a).

## THE PARTIES

5. Plaintiff Nike, Inc. is a corporation duly organized and existing under the laws of the State of Oregon, having its principal place of business in Beaverton, Oregon.

a. Nike is engaged in the manufacture, design, and sale of footwear, apparel, and related accessories. Among other products, Nike manufactures, sells, and distributes basketball and running shoes. Products manufactured and sold by Nike are sold bearing several marks including the “NIKE” mark, an arbitrary and distinctive emblem which has come to be known as the “Swoosh Design,” a composite mark consisting of the word “Nike” and the “Swoosh Design”, or an arbitrary and distinctive emblem which has come to be known as “Jumpman”. Nike uses these marks on shoes and apparel as trademarks of Nike’s high-quality products. Nike also developed and used the “Nike Air” and “Just Do It” marks as

trademarks for its shoes and apparel. Nike sells in excess of \$13,000,000,000.00 per year in merchandise bearing its distinctive trademarks.

b. All products noted above are sold with the "NIKE", "Swoosh Design", or composite "NIKE" and "Swoosh Design" marks. Nike adopted and used the "NIKE" and "Swoosh Design" marks in 1971. Some, but not all, of Nike's registered marks and registration numbers are noted below:

- i. Nike registered the "NIKE" mark in block letters on November 2, 1982; Registration No. 1,214,930 in class 25 for footwear.
- ii. Nike registered the "Swoosh Design" on March 5, 1985; Registration No. 1,323,343 in class 25 for footwear.
- iii. Nike registered the composite mark of "NIKE" and the "Swoosh Design" on March 19, 1985; Registration No. 1,325,938 in class 25 for footwear.
- iv. Nike registered the "NIKE AIR" mark on July 3, 1984; Registration No. 1,284,386 in class 25 for footwear.
- v. Nike registered the "AIR JORDAN" mark on November 12, 1985; Registration No. 1,370,283 for footwear and apparel in class 25.
- vi. Nike registered the "AIR JORDAN" design on December 22, 1992 for apparel and sports bags in class 18 and apparel and backpacks in class 25.

vii. Nike registered the "AIR JORDAN" design on September 16, 1989 for footwear and apparel in class 25.

viii. Nike registered the "JUST DO IT" mark on January 24, 1995 for apparel in class 25.

Nike's trademarks will hereinafter be collectively referred to as the "Nike Trademarks". These marks are indexed on Exhibit "A".

6. Defendant, KKdesigns by Montique, LP d/b/a www.UBHouseofstyles.com is a limited partnership duly organized and existing under the laws of the State of South Carolina and has a principal place of business at 4501 Harbour Lake Drive, Apartment 1D, Goose Creek, South Carolina 29445.

7. Defendant, Twona Palmer d/b/a www.UBHouseofstyles.com is an individual doing business in the State of Florida from the address 4501 Harbour Lake Drive, Apartment 1D, Goose Creek, South Carolina 29445 under the name www.UBHouseofstyles.com and is the manager and controlling force for the business known as KKdesigns by Montique, LP. Upon information and belief, Twona Palmer operates the interactive Web site at the Uniform Resource Locator ("URL") <<http://www.UBHouseofstyles.com>> which sell, offer for sale, and distribute merchandise in this District.

8. Defendants, KKdesigns by Montique, LP. and Twona Palmer will hereinafter collectively be referred to as "Palmer" or "Defendants".

## FACTUAL BACKGROUND

9. Nike has used the Nike Trademarks continuously from the date claimed on the registrations in connection with the goods and services noted. The Nike Trademarks are in full force and effect, are owned by Nike, and many have become incontestable pursuant to 15 U.S.C. § 1065. Each of the distinctive trademarks signifies to the purchaser that the product originates exclusively with Nike and is manufactured to standards of the highest quality. Whether Nike manufactures the product itself or licenses others to do it, Nike has ensured that products bearing its trademarks are manufactured to the highest standards. As a result, Nike has established further goodwill in the Nike Trademarks which have become valuable assets of Nike.

10. Because of Nike's longstanding use and large advertising expenditures in support of its marks, the Nike Trademarks have become famous marks as defined by 15 U.S.C. § 1125(c)(1).

11. The enormous popularity of Nike's products is not without costs as evidenced by the increasing number of counterfeiters in the United States and worldwide.

12. Palmer is manufacturing, distributing, offering for sale, and/or selling the Nike Trademarks in the form of counterfeit shoes bearing exact copies or colorable imitations of the Nike Trademarks. See Exhibit "B". Nike has never authorized Palmer to reproduce, manufacture, import, copy, or sell shoes or any

product bearing the Nike Trademarks. The counterfeit shoes sold or offered for sale by Palmer are referred to in this complaint as the "Counterfeit Product". Palmer has distributed, offered for sale, or sold the Counterfeit Product through the Web site located at the URL <<http://www.UBHouseofstyles.com>>.

13. Nike has requested that Palmer cease and desist from her infringing activities. Despite these repeated requests, Palmer continues to sell and offer for sale the Counterfeit Product. Palmer performed the complained of acts willfully and with knowledge of the infringement and unfair competition they would cause and to appropriate and unfairly trade upon Nike's goodwill in the Nike Trademarks. The invoice, attached as Exhibit "C" are samples of the Counterfeit Product sold through Palmer's Web site.

COUNT I  
Trademark Infringement and Counterfeiting

14. Nike incorporates by reference paragraphs 1 through 13 and brings the following claim for trademark infringement pursuant to 15 U.S.C. § 1114 against Palmer.

15. Nike owns the exclusive trademark rights to those trademarks indexed on Exhibit "A". All of the trademark registrations are in full force and effect and are owned by Nike. In many cases the trademarks have become incontestable pursuant to 15 U.S.C. § 1065.

16. Nike, or those under its authority, manufacture and distribute all of its products and advertising in conformity with the provisions of the Lanham Act.

17. Notwithstanding Nike's well-known and prior common law and statutory rights in its trademarks, Palmer has adopted and used the Nike Trademarks in the State of Florida and interstate commerce. Palmer committed her acts long after Nike established its rights in the trademarks.

18. Palmer committed her acts of infringement within the jurisdiction of this Court. Palmer reproduced, manufactured, imported, copied, or sold shoes bearing the Nike Trademarks without Nike's authorization via the Internet. Palmer sold or offered for sale shoes bearing the Nike Trademarks in the Middle District of Florida and interstate commerce, thus creating the likelihood of confusion, deception, and mistake.

19. Palmer imported, manufactured, distributed, sold, or offered for sale counterfeit or unauthorized shoes bearing Nike's distinctive trademarks. Palmer acted with actual and constructive knowledge of Nike's distinctive trademarks and has contributed to the infringing, copying, duplication, sale, and offer for sale of counterfeit copies of merchandise bearing Nike's distinctive trademarks.

20. Palmer's acts of infringement will cause irreparable injury to Nike if Palmer is not restrained by the Court from further violation of Nike's rights as Nike has no adequate remedy at law.

21. Nike has suffered damages as a result of Palmer's acts.

22. Palmer's commercial use of the Nike Trademarks in conjunction with the sale of shoes is an infringement of Nike's registered trademarks and in violation of 15 U.S.C. § 1114.

23. Upon information and belief, Palmer committed the alleged acts intentionally, fraudulently, maliciously, willfully, wantonly, and oppressively with the intent to injure Nike and its business.

COUNT II  
False Designation of Origin and False Description

24. Nike incorporates by reference the allegations set forth in paragraphs 1 through 13 and 15 through 22.

25. The Nike Trademarks have acquired a secondary and distinctive meaning such that the public has come to identify the trademarked properties listed on Exhibit "A" with Nike.

26. The unauthorized manufacture of shoes and related merchandise that has been distributed and sold by Palmer exactly duplicates and appropriates the likeness of the Nike Trademarks, the effect of which is to delude and confuse the public into believing that the shoes have been authorized or sponsored by Nike.

27. The sale of unauthorized products bearing the Nike Trademarks will dilute the goodwill and reputation of Nike.

28. The sale of unauthorized products bearing the Nike Trademarks, which are of an inferior quality to the authorized and authentic product, will further dilute the goodwill and reputation of Nike.



29. Palmer, by misappropriating and using the likeness of the Nike Trademarks and licensed trademarks in connection with her sale of Counterfeit Products, is misrepresenting and will continue to misrepresent and falsely describe to the general public the origin and sponsorship of her products. Palmer has caused such products to enter into interstate commerce with full knowledge of the falsity of the designation of their origin, description, and representation in an effort to mislead the purchasing public into believing that her products are authorized by or emanate from Nike.

30. These acts constitute a violation of Section 43 of the Lanham Act, 15 U.S.C. § 1125.

31. The continued use of the likenesses of the Nike Trademarks and licensed trademarks by Palmer has caused, and unless restrained will continue to cause, serious irreparable injury and harm to Nike as Nike has no adequate remedy at law.

32. Palmer has obtained gains, profits, and advantages as a result of her unlawful acts.

33. Nike has suffered monetary damages as a result of Palmer's acts.

### COUNT III Unfair Competition under Florida's Common Law

34. Nike incorporates by reference the allegations set forth in paragraphs 1 through 13, 15 through 20 and 25 through 30.

35. Nike has spent significant sums of money advertising and marketing products and services featuring its trademarked properties, creating a consumer demand for such products and services throughout the United States. Consequently, these products and services have become widely known and accepted.

36. Palmer is using the Nike Trademarks in conjunction with the advertising, marketing, and offering for sale of the Counterfeit Product, thereby passing it off as goods authorized or distributed by Nike.

37. Palmer knowingly and willfully appropriated Nike's trademarked properties in an effort to create the impression that Nike sanctioned her Counterfeit Product in order to misappropriate all of the goodwill associated with Nike's trademarked properties.

38. Palmer's acts constitute unfair competition and, unless enjoined by this Court, will result in the destruction or dilution of the goodwill of Nike's valuable property rights to the unjust enrichment of Palmer.

39. The goods advertised, marketed, and offered for sale by Palmer in conjunction with Nike's trademarked properties are calculated and likely to deceive and mislead the purchasers who buy them in the belief that they originate from or are authorized by Nike.

40. Palmer's continued passing off of such Counterfeit Product as if such goods originated from or were authorized by Nike has caused and, unless restrained, will continue to cause serious and irreparable injury to Nike.

41. Nike has no adequate remedy at law and is suffering irreparable harm as a result of the actions by Palmer.

42. Palmer committed the acts alleged in this complaint intentionally, fraudulently, maliciously, willfully, wantonly, and oppressively with the intent to injure Nike and its business.

#### PRAYER FOR RELIEF

WHEREFORE Nike demands interim relief in the form of a Preliminary Injunction and, consistent with that, entry of a judgment against Twona Palmer as follows:

1. Permanent injunctive relief restraining Palmer, her officers, agents, servants, employees, attorneys, and all those in active concert or participation with them from:

a. further infringing each of the Nike Trademarks by importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, displaying, or otherwise disposing of any products not authorized by Nike bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any of the Nike Trademarks ("Unauthorized Products");

b. using any simulation, reproductions, counterfeit, copy, or colorable imitation of any of the Nike Trademarks in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation, or distribution of Unauthorized Products in such fashion as to relate or connect, or

tend to relate or connect, such products in any way to Nike, or to any goods sold, manufactured, sponsored, or approved by, or connected with, Nike;

c. making any statement or representation whatsoever, or using any false designation of origin or false description, or performing any act, which can or is likely to lead the trade or public, or individual members thereof, to believe that any products manufactured, distributed, or sold by Palmer are in any manner associated or connected with Nike, or are sold, manufactured, licensed, sponsored, approved, or authorized by Nike;

d. engaging in any other activity constituting unfair competition with Nike, or constituting an infringement of any of the Nike Trademarks or of Nike's rights in, or to use or to exploit, the Nike Trademarks, or constituting any dilution of Nike's name, reputation, or goodwill;

e. effecting assignments or transfers, forming new entities or associations or using any other device for the purpose of circumventing or otherwise avoiding the prohibits set forth in subparagraphs a-d; and

f. secreting, destroying, altering, removing, or otherwise dealing with the Counterfeit Products or any books or records that may contain any information relating to the importing, manufacturing, producing, distributing, circulating, selling, marketing, offering for sale, advertising, promoting, or displaying of all unauthorized products which infringe any of the Nike Trademarks.

2. Directing that Palmer deliver for destruction all Unauthorized Products including shoes and any other merchandise, labels, signs, prints, packages, dyes, wrappers, receptacles, silk screens, heat transfers, embroidery templates, software, and advertisements relating thereto in her possession or under her control bearing any of the Nike Trademarks or any simulation, reproduction, counterfeit, copy, or colorable imitations thereof, and all plates, molds, heat transfers, screens, matrices, software, and other means of making the same.

3. Directing that Palmer delete any and all digital files used to reproduce the Nike Trademarks from any and all computers, CDs, DVDs, hard drives, floppy disks, or other form of digital file storage which are in Palmer's possession or control.

4. Directing that Palmer remove all Web sites bearing any of the Nike Trademarks or advertising the Unauthorized Products from any and all computers, CDs, DVDs, hard drives, floppy disks, or other form of digital storage format which are in Palmer's possession or control.

5. Directing that Palmer report to this Court within 30 days after a Permanent Injunction is entered to show her compliance with paragraphs 2–4 above.

6. Directing such other relief as the Court may deem appropriate to prevent the trade and public from gaining the erroneous impression that any products manufactured, sold, or otherwise circulated or promoted by Palmer are authorized by Nike or related in any way to Nike's products.

7. That Nike be awarded three times Palmer's profits after an accounting pursuant to 15 U.S.C. § 1114 and § 1117 or, at the election of Nike, statutory damages as provided by § 1117(c) of between \$500.00 and \$100,000.00 per trademark per type of goods sold that is counterfeited by Palmer or, should this Court find that Palmer willfully used a counterfeit mark, statutory damages of not more than \$1,000,000.00 per trademark per type of goods sold.

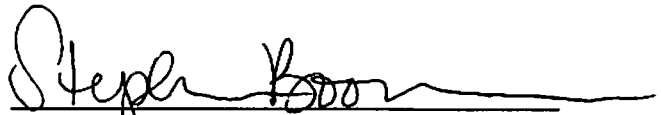
8. That Nike be awarded its reasonable attorneys' fees and investigative fees pursuant to 15 U.S.C. § 1117.

9. That Nike be awarded its costs in bringing this action.

10. That Nike have such other and further relief that this Court deems just.

Dated this 22<sup>nd</sup> day of July 2008.

Respectfully submitted,



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Attorneys and Trial Counsel for Nike, Inc.

# EXHIBIT "A"

## Nike Registered Marks

## Class 25

<i>Mark</i>	<i>Registration Number</i>	<i>Registration Date</i>
Air-Sole	1,145,812	January 13, 1981
Swoosh	1,200,529	July 2, 1982
Nike	1,214,930	November 2, 1982
Nike Air Composite Mark	1,284,386	July 3, 1984
Nike Air	1,307,123	November 27, 1984
Swoosh Design	1,323,342	March 5, 1985
Swoosh Design	1,323,343	March 5, 1985
Nike Composite Design	1,325,938	March 19, 1985
Air Jordan	1,370,283	November 12, 1985
Air Max	1,508,348	October 11, 1988
Air Trainer	1,508,360	October 11, 1988
Jumpman Design	1,558,100	September 26, 1989
Air Skylon	1,665,479	November 19, 1991
Air Solo Flight	1,668,950	December 17, 1991
Air Craft	1,678,108	March 3, 1992
Air Flight	1,686,515	May 12, 1992
Air Bohemian	1,693,192	June 9, 1992
Air Icarus	1,693,193	June 9, 1992
Air Deschutz	1,735,721	November 24, 1992
Jumpman Design	1,742,019	December 22, 1992
Air Trainer Max	1,789,463	August 24, 1993
RunWalk Design	1,877,672	February 7, 1995
Starter	1,896,998	May 30, 1995
Nike Golf	1,944,436	December 26, 1995
Nike Regrind	2,022,321	December 10, 1996
AirMax Design	2,030,750	January 14, 1997
Air Uptempo Design	2,032,582	January 21, 1997
Nike Regrind Design	1,863,758	March 11, 1997
Swoosh Air Design	2,068,075	June 3, 1997
Nike Composite Design	2,104,329	October 7, 1997
ACG Nike	2,117,273	December 2, 1997
ACG	2,164,358	June 9, 1998
Nike Alpha Project Design	2,517,735	December 11, 2001
Five Dot Design	2,521,178	December 18, 2001
Storm-Fit	2,551,655	March 26, 2002
Baseball Silhouette Design	2,571,726	May 21, 2002
Shox Design	2,584,382	June 25, 2002
Nike Golf Design	2,628,587	October 1, 2002
Waffle Racer	2,652,318	November 19, 2002
Phylite	2,657,832	December 10, 2002
Trunner	2,663,568	December 17, 2002
Dri-Star	2,691,476	February 25, 2003



## Nike Registered Marks

*Class 25*

Presto	2,716,140	May 13, 2003
Boing	2,735,172	July 8, 2003
Nike Golf Design	2,753,357	August 19, 2003
Footent	2,798,233	December 23, 2003
Footent Design	2,798,234	December 23, 2003
Triax	2,810,679	February 3, 2004
R9	2,843,275	May 18, 2004
Therma-Star	2,960,844	June 7, 2005
Nike Shox	2,970,902	July 19, 2005
Basketball Silhouette Design	2,977,850	July 26, 2005
Star Flex	3,002,455	September 27, 2005
10//2 Design	3,057,889	February 7, 2006

# EXHIBIT "B"



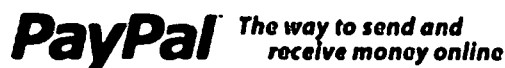
# EXHIBIT "C"

From: Hrlynetrider@aol.com  
Subject: **Fwd: Receipt for Your Payment to customerservice@ubhouseofstyles.com**  
Date: July 3, 2008 9:11:34 AM EDT  
To: shaw.ashley@holihanlaw.com

same with this one

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From: service@paypal.com  
To: hrlynetrider@aol.com  
Sent: 5/23/2008 2:08:40 P.M. Eastern Daylight Time  
Subj: Receipt for Your Payment to customerservice@ubhouseofstyles.com



Dear stirring Imports,

This email confirms that you have paid ([customerservice@ubhouseofstyles.com](mailto:customerservice@ubhouseofstyles.com)) \$79.53 USD using PayPal.

This credit card transaction will appear on your bill as "PAYPAL".

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#### Payment Details

Transaction ID:	11Y586734C6933002
Item Price:	\$69.54 USD
Total Shipping:	\$9.99 USD
Total:	\$79.53 USD
Order Description:	UB House of Styles
Item/Product Number:	Low Nike Air Force Ones- Red, Black & Yellow
Buyer:	stirling Imports

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It may take a few moments for this transaction to appear in the Recent Activity list on your Account Overview.

#### Business Information

Business: [customerservice@ubhouseofstyles.com](mailto:customerservice@ubhouseofstyles.com)

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If you have questions about the shipping and tracking of your purchased item or service, please contact [customerservice@ubhouseofstyles.com](mailto:customerservice@ubhouseofstyles.com)

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Thank you for using PayPal!  
The PayPal Team

Your monthly account statement is available anytime; just log in to your account at <https://www.paypal.com/us/HISTORY>. To correct any errors, please contact us through our Help Center at <https://www.paypal.com/us/HELP>.

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If you want a refund, you must mail or deliver your written request to PayPal at P.O. Box 45950, Omaha, NE 68145-0950. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000.00 USD and attorney's fees pursuant to Section 1810.5 of the California Financial Code.

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You can also click the Help link at the top right of any PayPal page to look up more information about the Resolution Center and filing complaints.

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6:08cv1209

JS 44 (Rev. 11/04)

**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 THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

Nike, Inc.

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

(c) Attorney's (Firm Name, Address, and Telephone Number)

Holihan Law  
1101 North Lake Destiny Road, Suite 275, Maitland, Florida 32751, Tel: 407.660.8575

**DEFENDANTS**

KKdesigns by Montique d/b/a www.UBHouseofstyles.com; and Twona Palmer d/b/a www.UBHouseofstyles.com

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

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

Attorneys (If Known)

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

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 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)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | PTF                        | DEF                        |   | PTF                        | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**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
- ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
The Federal Trademark Act, 15 U.S.C., Section 1501 et seq.

Brief description of cause:  
Cause of Action for Trademark Infringement

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE  
07/22/2008

SIGNATURE OF ATTORNEY OF RECORD

*Stephanie Boomershine*

Stephanie Boomershine

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_