THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

ISLAND COMPANY LLC

Plaintiff,

v.

PACIFIC SUNWEAR STORES CORP., a California Corporation; KENDALL JENNER, INC., a California Corporation, and; KYLIE JENNER, INC., a California Corporation

Defendants,

_____/

Case No.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff, ISLAND COMPANY LLC, a Florida Limited Liability Company ("Island Company") hereby sues Defendants, PACIFIC SUNWEAR STORES CORP. (hereinafter "PAC SUN"), a California corporation, KENDALL JENNER, INC, a California corporation, and KYLIE JENNER, INC., a California corporation, and alleges as follows:

JURISDICTION AND VENUE

1. This is an action for trademark infringement and unfair competition pursuant to 15 U.S.C. §§ 1114, and 1125 (a) and trademark infringement and unfair competition under Florida common law. Accordingly, this Court has jurisdiction under 15 U.S.C. §1121, 28 U.S.C. §§ 1331, 1332 and 1338.This Court also has supplemental jurisdiction over the state law claims under 28 U.S.C. § 1367(a), because they are so closely related to the federal claims that they form a single case or controversy.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 since the named Defendants conduct business in this Judicial District and a substantial portion of the events or omissions giving rise to this action occurred in this Judicial District.

THE PARTIES

3. Plaintiff, Island Company is a limited liability company duly organized under the laws of the State of Florida with its principal place of business in the United States located at 312 Clematis Street, #401, West Palm Beach FL 33401. Island Company is, in part, engaged in the business of designing and distributing, throughout the world and within this Judicial District, high quality clothing and accessories under Federally registered trademarks, include but not limited to the mark:

QUIT YOUR JOB
BUY A TICKET
GET A TAN
FALL IN LOVE
NEVER RETURN

(the "Mark").

4. Defendant, PAC SUN is a corporation duly organized under the laws of the State of California with its principal place of business in the United States located at 3450 E. Miraloma Avenue, Anaheim, California 92806-2101. PAC SUN is registered with the Florida Secretary of State, Division of Corporations and is authorized to conduct business within the State of Florida and this District as a foreign for-profit corporation.

5. Defendants, KENDALL JENNER, INC. and KYLIE JENNER, INC. are both corporations duly organized under the laws of the State of California with their entity

addresses of their business in the United States located at 21731 Ventura Blvd, Suite 300, Woodland Hills, California 91364.

6. Defendants, KENDALL JENNER, INC. and KYLIE JENNER, INC., have infringed on Plaintiff's trademark rights causing injury to Plaintiff in Florida and are directly engaging in the sale of infringing products within this District, as alleged herein, and therefore, the Court has personal jurisdiction pursuant to §48.193(1)(a)(2), Florida Statutes.

7. Defendant, PAC SUN conducts business within this jurisdiction and is directly engaging in the sale of infringing products within this District, as alleged herein.

COMMON FACTUAL ALLEGATIONS

8. Island Company is the owner of the following United States Federal Trademark:

QUIT YOUR JOB
BUY A TICKET
GET A TAN
FALL IN LOVE
NEVER RETURN

Registration No. 3,760,762, which registered on March 16, 2010 in International Class 025 and is used in connection with board shorts; long-sleeved shirts; polo shirts; shirts and short-sleeved shirts; shorts; swimwear; t-shirts; and tee shirts. The Plaintiff's registration is incontestable. A copy of the U.S. Trademark Registration is attached hereto as Exhibit A.

9. The Mark has been used in interstate commerce to identify and distinguish Island Company's high quality apparel and other goods since April 2005 and before any date upon which the Defendant can rely.

10. Upon information and belief, the Defendants advertised, promoted, manufactured, distributed, sold, and/or derived financial benefit from the sale of their infringing product in 2015.
11. Upon information and belief, the Defendants Kendall Jenner, Inc. and Kylie Jenner, Inc. have further directed the manufacturing and sale of the infringing product for an exclusive Pac Sun clothing line bearing the names of Kylie and Kendall in the inside tags of the garments sold in this District and have promoted the sale through advertising materials directed into this District.
12. The Mark has never been assigned or licensed to the Defendants in this matter.
13. The Mark is a symbol of Island Company's quality, reputation and good will and has never been abandoned.
14. Island Company has expended substantial time and money developing, advertising and promoting the Mark.
15. Island Company has extensively used, advertised and promoted the Mark in the United States in connection with the sale of high-quality apparel and other goods and has carefully monitored and policed the use of the Mark.
16. As a result of Island Company's efforts, consumers readily identify goods bearing the Mark as being high quality merchandise sponsored and approved by Island Company.
17. Accordingly, the Mark has achieved secondary meaning.
18. Defendants recently began using a similar mark RUN AWAY FALL IN LOVE NEVER RETURN in connection with its identical, competing apparel. *See* Exhibit B.
19. Defendants have adopted not only the Mark itself, but also the look and feel of the Mark via the use of similar font, spacing, and design.

20. Upon information and belief, at all times relevant hereto, the Defendants in this action had full knowledge of Island Company's prior use and ownership of the Mark, including its exclusive right to use and license the Mark and the goodwill associated therewith.

21. Upon information and belief, the Defendants acted willfully and with intent to deceive consumers in its adoption and use of the Mark.

COUNT I
TRADEMARK INFRINGEMENT
(15 U.S.C. § 1114)

22. Island Company hereby readopts and re-alleges the allegations set forth in Paragraphs 1 through 21 above.

23. This is an action for trademark infringement against the Defendants.

24. Defendants' use of the mark

RUN AWAY
FALL IN LOVE
NEVER RETURN

in connection with apparel is likely to cause confusion, mistake and deception among consumers, the public, and the trade as to whether Defendants' products or services are affiliated with, sponsored by, or endorsed by Plaintiff.

25. Defendants' action, as set forth, constitute infringement of Plaintiff's trademark registration in violation of the Lanham Act, 15 U.S.C. § 1114(1).

26. Defendants have acted with actual or constructive knowledge of Plaintiff's Mark and registration, and upon information and belief, with deliberate intention to confuse consumers, or willful blindness to Plaintiff's rights.

27. Defendants have made and will continue to make substantial profits and/or gains to which they are not entitled.

28. By reason of the foregoing, Plaintiff has been and will continue to be irreparably harmed and damaged. Plaintiff's remedies at law are inadequate to compensate for this harm and damage.

COUNT II
FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION
(15 U.S.C. § 1125(a)

29. Island Company hereby readopts and re-alleges the allegations set forth in Paragraphs 1 through 21 above.

30. Island Company owns a valid trademark entitled to protection under the Lanham Act.

31. Defendants have demonstrated a deliberate intent to trade off the goodwill of Island Company's Mark as a means of increasing Defendants' own sales volume at the expense of Island Company.

32. The Defendants' deliberate conduct is likely to result in consumers purchasing the Defendants' product in mistaken belief that it originates from Island Company.

33. Defendants' use of a mark which is confusingly similar to Island Company's Mark in connection with identical or highly similar goods is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendants with Island Company, or as to the origin, sponsorship, or approval of Defendants' goods, services, or commercial activities by Island Company.

34. Defendants' action, as set forth, constitute false designation of origin and unfair competition in violation of the Lanham Act, 15 U.S.C. § 1125(a).

35. Defendants have made and will continue to make substantial profits and/or gains to which they are not entitled.

36. By reason of the foregoing, Plaintiff has been and will continue to be irreparably harmed and damaged. Plaintiff's remedies at law are inadequate to compensate for this harm and damage.

COUNT III
FLORIDA COMMON LAW TRADEMARK INFRINGEMENT

37. Island Company hereby readopts and re-alleges the allegations set forth in Paragraphs 1 through 21 above.

38. Island Company owns a valid trademark entitled to protection under Florida common law.

39. Defendants' use of the mark

RUN AWAY
FALL IN LOVE
NEVER RETURN

in connection with apparel is likely to cause confusion, mistake and deception among consumers, the public, and the trade as to whether Defendants' products are affiliated with, sponsored by, or endorsed by Plaintiff.

40. This conduct constitutes trademark infringement under Florida common law, and has caused and will continue to cause, Island Company to incur damage.

41. By reason of the foregoing, Plaintiff has been and will continue to be irreparably harmed and damaged. Plaintiff's remedies at law are inadequate to compensate for this harm and damage.

COUNT IV
FLORIDA COMMON LAW UNFAIR COMPETITION

42. Island Company hereby readopts and re-alleges the allegations set forth in Paragraphs 1 through 21 above.

43. Defendants have infringed Island Company's Mark in violation of its trademark rights.

44. Defendants have demonstrated a deliberate intent to trade off the goodwill of Island Company's Mark as a means of increasing Defendants' own sales volume at the expense of Island Company.

45. The Defendants' deliberate use of Island Company's Mark or a similar variation thereof in connection with identical or highly similar goods is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendants with Island Company, or as to the origin, sponsorship, or approval of Defendants' good, services, or commercial activities by Island Company.

46. The Defendants' deliberate conduct is likely to result in consumers purchasing Defendants' product in mistaken belief that it originates from Island Company.

47. This conduct constitutes unfair competition under Florida common law, and has caused, and will continue to cause, Island Company to incur damage.

48. By reason of the foregoing, Plaintiff has been and will continue to be irreparably harmed and damaged. Plaintiff's remedies at law are inadequate to compensate for this harm and damage.

PRAYER FOR RELIEF

WHEREFORE, Island Company prays that this Court enter judgment in its favor on each and every claim for relief set forth above and award it relief including, but not limited to, the following:

A. That the Defendants and its agents, officers, employees, representatives, successors, assigns, attorneys, and all other persons acting in concert or privity with Defendants, be permanently enjoined from: (1) using the Mark, or any similar variations thereof; (2) using any trademark that imitates or is confusingly similar to the Mark, or is likely to cause confusion, mistake, deception, or public misunderstanding as to the origins of Plaintiff's goods or their relatedness to Defendants; and (3) engaging in trademark infringement, unfair competition, false designation of origin, or other activities that misappropriate Island Company's trademark rights.

B. That Defendants be ordered to deliver up for destruction all clothing, containers, labels, signs, packaging, advertising, promotional material or the like in the possession, custody or control of the Defendants bearing a trademark found to infringe Plaintiff's trademark rights, as well as all plates and other means of making same.

C. That Defendants be ordered to pay damages, including but not limited to Defendants' profits, and those damages be trebled under 15 U.S.C. § 1117.

D. That Defendants be compelled to account to Plaintiff for any and all profits derived from its illegal acts complained of herein under 15 U.S.C. § 1117.

E. That Defendants be ordered to pay Plaintiff's costs and attorneys' fees in this action pursuant to 15 U.S.C. § 1117 and other applicable laws.

F. Awarding such other relief as the Court may deem just and proper

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

Dated this 13th day of October, 2015.

Respectfully Submitted,

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