

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
KEY WEST DIVISION

The Key West Tourist Development	§
Association Inc.,	§
Plaintiff	§
v.	§ CIVIL ACTION
Jet Setter Travel Agency LLC,	§
Evelyn Monica Horta,	§
Ihosvany Jesus Hernandez	§
	§
Defendants.	§

ORIGINAL COMPLAINT

Plaintiff Key West Tourist Development Association, Inc. (“Fantasy Fest”) files this Original Complaint seeking a judgment and injunctive relief against Defendants Jet Setter Travel Agency LLC (“Jet Setter”), Evelyn Monica Horta AKA Evelyn Hernandez, and Ihosvany Jesus Hernandez AKA Geo Hernandez for false designations of origin or source, unfair competition and passing off, in violation of the Trademark Act of 1946, 15 U.S.C. §§ 1051 et seq., and for trademark infringement, unfair competition, palming off, and dilution under the laws of the State of Florida.

PARTIES

1. The Key West Tourist Development Association, Inc. is a Florida corporation having its principal place of business at 922 Caroline Street. Key West, FL 33040.

2. Defendant Jet Setter Travel Agency LLC is a Florida limited liability company having a principal place of business at 1755 N University Dr Suite C, Pembroke Pines, FL 33024.

3. Defendant Evelyn Monica Horta AKA Evelyn Hernandez is a Florida resident with a residence at 8790 SW 57th St., Cooper City, FL 33328, and a place of business place of business at 1755 N University Dr Suite C, Pembroke Pines, FL 33024.

4. Defendant Ihosvany Jesus Hernandez AKA Geo Hernandez is a Florida resident with a residence at 8790 SW 57th St., Cooper City, FL 33328, and a place of business place of business at 1755 N University Dr Suite C, Pembroke Pines, FL 33024

5. Defendant Jet Setter Travel Agency LLC's registered agent, Toni Sampson, may be served at 1040 Seminole Dr., #760, Fort Lauderdale, FL 33304.

6. Defendants are doing business in commerce in Key West, Florida and on the internet as <https://jetsettersvacation.travel/fantasy-fest-key-west/>.

7. Defendants have a website at <https://jetsettersvacation.travel/fantasy-fest-key-west/> and are offering goods and services under the trademarks FANTASY FEST and IT'S A 90'S NEON COSMIC CARNVALE! Plus design for sale in Key West, Florida and has and continues to sell goods and services in Key West, Florida under Plaintiff's trademarks.

8. Defendants Evelyn Monica Horta AKA Evelyn Hernandez, and Ihosvany Jesus Hernandez AKA Geo Hernandez own and control and are partners and managers of Defendant Jet Setter Travel Agency LLC.

9. Defendants Evelyn Monica Horta AKA Evelyn Hernandez, and Ihosvany Jesus Hernandez AKA Geo Hernandez caused and are responsible for Defendant Jet Setter Travel Agency LLC using Plaintiff's trademarks FANTASY FEST and IT'S A 90S NEON COSMIC CARNVAL! Plus design for sale.

JURISDICTION AND VENUE

10. Jurisdiction over the parties and subject matter of this action is proper in this Court pursuant to 15 U.S.C. § 1121 (actions arising under the Lanham Act), 28 U.S.C. § 1331 (actions arising under the laws of the United States), 28 U.S.C. § 1332(a) (diversity of citizenship between the parties), and 28 U.S.C. § 1338(a) (actions arising under an Act of Congress relating to trademarks).

11. This Court has supplemental jurisdiction over the claims in this Complaint that arise under state statutory and common law pursuant to 28 U.S.C. § 1367(a).

12. This Court has personal jurisdiction over the Defendants because they do business in the State of Florida and in Key West, Florida.

13. Venue is properly found in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c) and 1400 (b) because Defendant may be found in this District, and/or a substantial part of the events giving rise to the claims in this action occurred within this District.

14. Jurisdiction exists pursuant to 28 U.S.C. §§ 1331, 1332, 1338 and 1367, and 15 U.S.C. §§ 1116 and 1121.

15. The suit is based on a Federal question and statute, namely 15 U.S.C. § 1051 et seq.

16. The amount in controversy exceeds the sum or value of \$75,000.00.

17. Venue is proper in the Southern District of Florida, Key West Division pursuant to 28 U.S.C. §§ 1391(b).

18. Furthermore, a substantial portion of the events giving rise to the causes of action described herein occurred in Key West, Florida in the Southern District of Florida, Key West Division, and the acts complained of are occurring in Key West, Florida in the Southern District of Florida, Key West Division.

BACKGROUND

19. Plaintiff is a non-profit corporation that has as a primary goal to help economic growth and development and tourism in Key West, Florida.

20. Plaintiff has generated hundreds of millions of dollars of economic growth and development and tourism in Key West, Florida by organizing and operating a FANTASY FEST annual festival.

21. FANTASY FEST is an annual 10-day party in paradise for grown-ups.

22. Started in 1979 by a small group of Key West locals, the party was created to bring visitors and tourists to the island in what was a typically quiet, but beautiful season and it worked.

23. FANTASY FEST has grown every year since its inception and is now the wildest extravaganza around.

24. Fun-loving revelers from around the globe bring their creativity and imaginations as they descend upon Key West each year in October for 10 days filled with costuming, parades, libations, and excitement at FANTASY FEST.

25. Since at least 1979 Plaintiff has continuously promoted and marketed its annual festival services and clothing under the trademark, FANTASY FEST.

26. FANTASY FEST is a cooperative effort between Plaintiff, the City of Key West, Florida and private businesses in Key West, Florida.

27. The FANTASY FEST festival attracts hundreds of thousands of visitors each year to Key West, Florida.

28. In order to conduct the Fantasy Fest Festival Plaintiff has to raise sufficient funds to cover the costs of planning, arranging and conducting the annual festival.

29. Plaintiff relies on local volunteers but also has paid staff that does substantial work the year round planning the next festival.

30. Plaintiff raises money to cover the costs of the festival by selling sponsorships and by selling goods with T-shirts and posters being big sellers.

31. Without the sales of sponsorships, T-shirts, and other items it would not be possible to have Fantasy Fest.

32. Notwithstanding this, certain businesses do not do the right thing and support FANTAST FEST by buying a sponsorship and only selling official goods.

33. Rather, some such as the Defendants, try to catch a free ride on Fantasy Fest's festival and trademarks that have been developing their reputation and value for decades and reap all the benefit of them without paying their fair share for using the property of another.

34. Fantasy Fest brings in many millions of dollars annually to the businesses and merchants in Key West and is an important component of the Key West Economy.

35. Each year Fantasy Fest creates a new theme for its festival and gives it a trademark.

36. Each year Fantasy Fest adopts such a theme to help inspire out of this world costuming and bone chilling parade floats.

37. 2024's theme is IT'S A 90S NEON COSMIC CARNIVAL! Plus design which is used as follows:



38. Plaintiff is the first to adopt and use FANTASY FEST in 1979 and its 2024 theme trademark.

39. Fantasy Fest has acquired common law trademark rights in its FANTASY FEST name and mark.

40. The Fantasy Fest registrations and logo and common law trademarks are collectively referred to as the FANTASY FEST marks.

41. The FANTASY FEST marks are famous marks.

42. Long after Fantasy Fest began using and registered its FANTASY FEST Marks, Defendants started selling goods and services and advertising under the name FANTASY FEST.

43. Long after Fantasy Fest began using and registered its FANTASY FEST marks, Defendants began advertising its FANTASY FEST goods and services using Fantasy Fest's FANTASY FEST Marks.

44. Plaintiff is the owner of incontestable U.S. trademark registration No. 2758951, granted September 2, 2003, for FANTASY FEST for Printed matter, namely posters.

45. Plaintiff is the owner of U.S. trademark registration No. 6384500, granted June 15, 2021, for FANTASY FEST for T-Shirts.

46. The sale and marketing of posters and T-shirts is a significant fund raiser and advertising tool of Plaintiff for its festival services.

47. Defendant Jetsetters is a travel agency that sells packages and services under Plaintiff's FANTASY FEST marks.

48. Defendants list FANTASY FEST on the Jetsetters website as a "top destination."

49. Defendants Horta and Hernandez hold themselves out as a "partner" of and an "agent" for Defendant Jetsetters.

50. Defendants have used Fantasy Fest's marks in advertising their goods and services to the public.

51. Defendants are using Fantasy Fest's FANTASY FEST marks in advertising their goods and services to the public.

52. Defendants are using Fantasy Fest's FANTASY FEST marks in advertising their goods and services to the public.

53. Defendants use of Plaintiff's Fantasy Fest's marks in advertising their goods and services to the public is not a fair use.

54. Defendants' goods and services have been offered in a manner to directly associate their services with the FANTASY FEST festival, including the use of Fantasy Fest's FANTASY FEST marks.

55. Defendants advertise their services in their web site's description meta-tags using the identical marks used by and registered to Fantasy Fest.

56. Defendants have prominently displayed Plaintiff's FANTASY FEST marks and IT'S A 90S NEON COSMIC CARNIVAL! mark and a minor variant on their web site and have used them to induce their customers to think there is an association or connection or sponsorship with FANTASY FEST.

57. An example of the infringing use is:



Fantasy Fest 2024 Key West Hotels | Events | Body Painters & Things To Do



THEME 90's Neon Cosmic Carnivale 2024

October 21-27, 2024, Key West

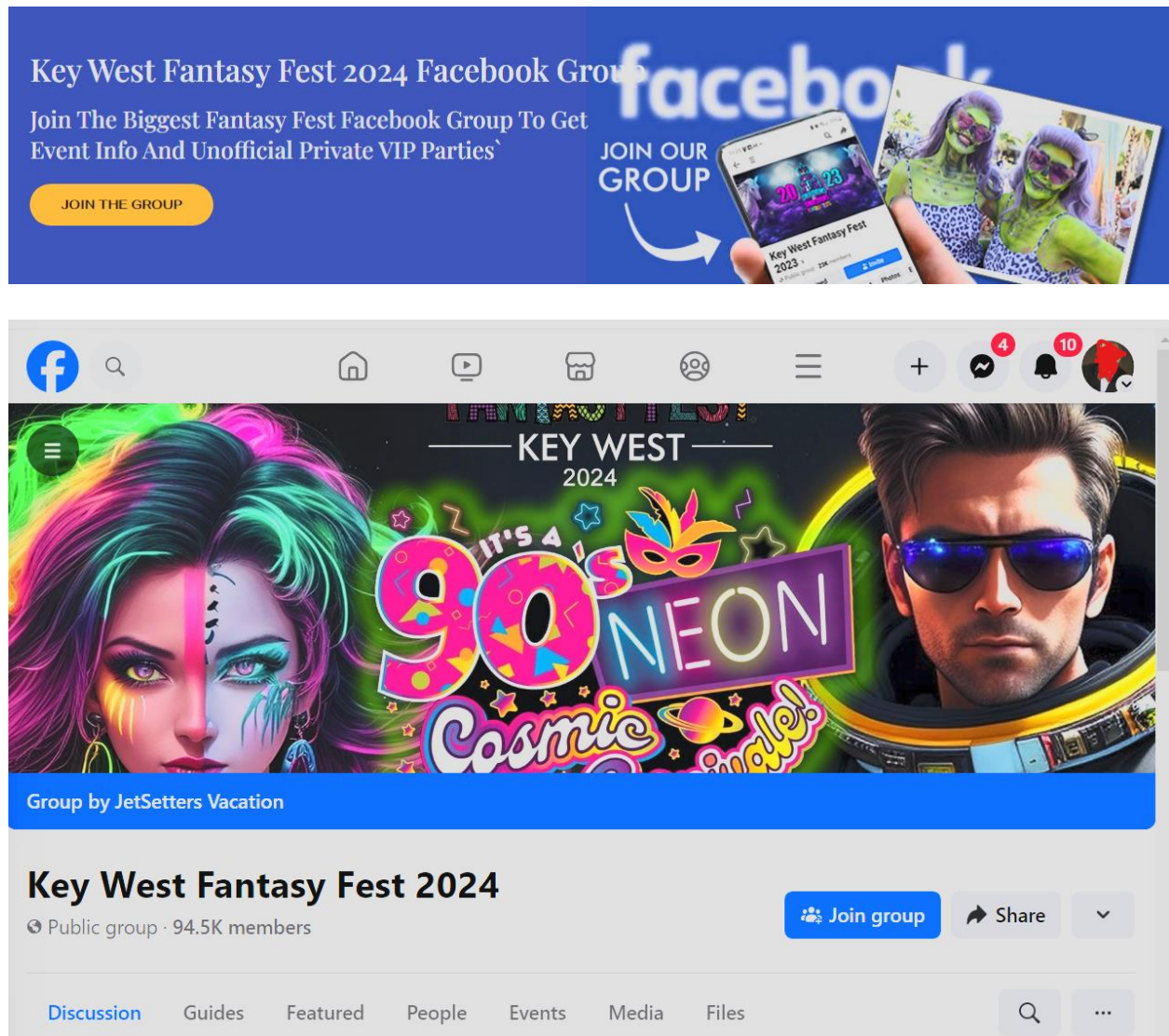
Fantasy Fest Is A Vibrant Celebration Of Creativity And Expression, Offering A Wide Range Of Activities And Events For Attendees To Enjoy.

Fantasy Fest 2024 is an annual 10-day costume and mask festival in **Key West, Florida**, USA, held in late October. The festival features various events, parties, and parades with a theme that changes every year, attracting many visitors in elaborate and creative costumes. Fantasy Fest is known for its eccentric and wild atmosphere and is widely regarded as one of the most unique and fun festivals in the US.



The 1st Annual Fantasy Fest Daylight Delight Party Cruise

[MORE INFO](#)



58. Defendants offer numerous “Fantasy Fest” events that are not sponsored, endorsed or authorized by Fantasy Fest.

59. Defendants use a colorable imitation of the registered FANTASY FEST mark and the IT’S A 90S NEON COSMIC CARNIVAL! mark on its web site, both in its Meta tag descriptions and on the page itself.

60. Defendants have engaged in false advertising, trade dress infringement, unfair competition, trademark infringement, dilution, and misuse.

61. Defendants have wrongfully used the Plaintiff's registered FANTASY FEST trademark and have disparaged it and presented it in a false light.

62. Defendants have represented to the public that their goods and services were related as to source, origin or sponsorship with Fantasy Fest's genuine FANTASY FEST festival services and clothing.

63. Plaintiff's FANTASY FEST Marks are inherently distinctive and have acquired distinctiveness.

64. Plaintiff's FANTASY FEST Marks are strong marks.

65. Defendants' use of Plaintiff's FANTASY FEST marks, and the use of that mark by Defendants will reduce the capacity of FANTASY FEST to serve as a unique identifier of Plaintiff's goods and services.

FEDERAL TRADEMARK INFRINGEMENT

66. The foregoing paragraphs are incorporated herein by reference.

67. Defendants have knowingly used in commerce a reproduction, counterfeit, copy or colorable imitation of Plaintiff's registered FANTASY FEST trademarks without the consent of Plaintiff.

68. Defendants use in commerce of Fantasy Fest's marks has been in connection with the sale, offering for sale, distribution, or advertising of Defendants' goods and services.

69. Defendants' use in commerce of Fantasy Fest's marks is likely to cause confusion of consumers, or to cause mistake, or to deceive consumers desiring to

purchase genuine FANTASY FEST brand goods or services regarding the source and quality or sponsorship of the goods or services.

70. Defendants' use in commerce of Fantasy Fest's marks is a violation of 15 U.S.C. § 1051, et seq.

71. Defendants' use in commerce of Fantasy Fest's marks has caused loss of goodwill and profits to Plaintiff, has damaged the reputation of genuine FANTASY FEST clothing and services, and has injured the public by causing confusion, mistake, and deception.

72. Defendants have used Fantasy Fest's marks in commerce with the knowledge and intent that such use cause confusion, mistake, and deception to the purchasing public.

73. Pursuant to 15 U.S.C. § 1116(a), Plaintiff is entitled to preliminary and permanent injunctive relief to prevent Defendants' continuing use in commerce of Fantasy Fest's marks.

74. Pursuant to 15 U.S.C. § 1117(a), Plaintiff is entitled to damages for Defendants' use in commerce of Fantasy Fest's marks, an accounting of profits made by Defendants, and recovery of Plaintiff's costs of this action.

75. The intentional use of Fantasy Fest's marks by Defendants makes this an exceptional case entitling Plaintiff to an award of three times its actual damages and recovery of its reasonable attorneys' fees.

76. Plaintiff is also entitled to prejudgment interest on its recovery.

FEDERAL FALSE DESIGNATION OF ORIGIN OR SOURCE

77. The foregoing paragraphs are incorporated herein by reference.

78. Defendants' unfair competition with Fantasy Fest has been willful and wanton for the purpose of deceiving consumers and injuring the goodwill of Fantasy Fest.

79. Defendants' acts of unfair competition are irreparably injuring Fantasy Fest's goodwill and eroding Fantasy Fest's exclusive right to use its FANTASY FEST Marks for festival services and clothing, and unless enjoined by this Court, will continue to do so.

80. Pursuant to 15 U.S.C. § 1116(a), Fantasy Fest is entitled to preliminary and permanent injunctive relief to prevent Defendants' continuing acts of unfair competition.

81. Fantasy Fest's marks are distinctive and indicate to consumers that FANTASY FEST brand goods and services originate from a single source.

82. Fantasy Fest's FANTASY FEST products symbolize substantial goodwill of Fantasy Fest resulting in significant sales of its FANTASY FEST clothing and high attendance at its FANTASY FEST festival.

83. Defendants' use of Fantasy Fest's marks is likely to cause confusion, or to cause mistake, or to deceive as to the origin or source of Defendants' goods and services.

84. Defendants' use in commerce of Fantasy Fest's marks is likely to cause consumers to believe that Fantasy Fest's and Defendants' goods and services come from the same origin or source, or that Fantasy Fest sponsors or approves the goods and services of Defendants, or that Fantasy Fest and Defendants are somehow affiliated, connected or associated with one another when in fact they are not.

85. Defendants' use in commerce of Fantasy Fest's marks are injuring the goodwill of Fantasy Fest.

86. The actions of Defendants constitute a violation of the federal Lanham Act, 15 U.S.C. § 1125.

87. Pursuant to 15 U.S.C. § 1117, Fantasy Fest is entitled to damages for Defendants' violations, an accounting of profits made by Defendants on sales of its goods and services, and recovery of Fantasy Fest's costs of this action.

88. Defendants have willfully and wantonly infringed Fantasy Fest's marks, and its actions have been calculated to confuse, mislead, or deceive consumers, and to injure the goodwill of Fantasy Fest.

89. The acts of Defendants make this an exceptional case entitling Fantasy Fest to an award of three times its actual damages pursuant to 15 U.S.C. § 1117(a) and (b) and recovery of its reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a).

90. Defendants' infringement of Fantasy Fest's marks is irreparably injuring Fantasy Fest's goodwill and eroding Fantasy Fest's exclusive right to use its FANTASY FEST Marks for festival services and clothing, and unless enjoined by this Court, will continue to do so.

91. Pursuant to 15 U.S.C. § 1116, Fantasy Fest is entitled to preliminary and permanent injunctive relief to prevent Defendants' continuing trademark infringement.

FLORIDA LAW TRADEMARK INFRINGEMENT

92. The foregoing paragraphs are incorporated herein by reference.

93. Defendants' acts constitute trademark infringement under the laws of the State of Florida.

94. Defendants' acts of trademark infringement entitle Plaintiff to recover its damages and costs of this action, together with an accounting of profits made by Defendants on sales of its services goods and services in connection with which Defendants use Fantasy Fest's mark.

95. The acts of Defendants have been malicious and calculated to injure Plaintiff.

96. The willful, wanton, and malicious nature of Defendants' conduct entitles Plaintiff to an award of its reasonable attorney's fees against Defendants.

97. Defendants' infringement of Fantasy Fest's marks is irreparably injuring Plaintiff's goodwill, and unless enjoined by this Court, will continue to do so.

98. Further, Plaintiff may not have an adequate legal remedy in the event money damages cannot properly be calculated.

99. Under the laws of the State of Florida, Plaintiff is entitled to preliminary and permanent injunctive relief to prevent Defendants' continuing trademark infringement.

FLORIDA LAW UNFAIR COMPETITION

100. The foregoing paragraphs are incorporated herein by reference.

101. Defendants' acts constitute unfair competition under the laws of the State of Florida.

102. Defendants' acts of unfair competition entitle Fantasy Fest to recover its damages and costs of this action, together with an accounting of profits made by Defendants on sales of FANTASY FEST goods and services and services.

103. Defendants' acts of unfair competition have been malicious and calculated to injure Fantasy Fest.

104. The willful, wanton, and malicious nature of Defendants' conduct entitles Fantasy Fest to an award of its reasonable attorney's fees against Defendants.

105. Defendants' acts of unfair competition are irreparably injuring Fantasy Fest's goodwill and eroding Fantasy Fest's exclusive right to use its FANTASY FEST Marks for festival services and clothing, and unless enjoined by this Court, will continue to do so.

106. Further, Fantasy Fest does not have an adequate legal remedy in the event that money damages cannot properly be calculated.

107. Under the laws of the State of Florida, Fantasy Fest is entitled to preliminary and permanent injunctive relief to prevent Defendants' continuing acts of unfair competition.

PALMING OFF

108. The foregoing paragraphs are incorporated herein by reference.

109. Defendants have palmed off Defendants' goods and services as originating or sponsored by Fantasy Fest, in violation of the laws of the State of Florida.

110. Defendants' acts of palming off entitle Fantasy Fest to recover its damages and costs of this action, together with an accounting of profits made by Defendants on sales of on sales of FANTASY FEST goods and services.

111. Defendants' palming off of Defendants' goods and services as originating or sponsored by Fantasy Fest has been malicious and calculated to injure Fantasy Fest.

112. The willful, wanton, and malicious nature of Defendants' conduct entitles Fantasy Fest to an award of its reasonable attorney's fees against Defendants.

113. Defendants' palming off of Defendants' goods and services as originating or sponsored by Fantasy Fest is irreparably injuring Fantasy Fest's goodwill and eroding Fantasy Fest's exclusive right to use its FANTASY FEST Marks for festival services and clothing, and unless enjoined by this Court, will continue to do so.

114. Further, Fantasy Fest may not have an adequate legal remedy in the event that money damages cannot properly be calculated.

115. Under the laws of the State of Florida, Fantasy Fest is entitled to preliminary and permanent injunctive relief to prevent Defendants from continuing to palm off Fantasy Fest's goods and services.

TRADEMARK AND INFRINGEMENT
DILUTION UNDER FLORIDA LAW

116. The foregoing paragraphs are incorporated herein by reference.

117. Fantasy Fest's famous FANTASY FEST Marks are distinctive in Florida because of Fantasy Fest's promotion of said marks and services associated with said marks.

118. Defendants' use of Fantasy Fest's marks is likely to dilute the distinctive quality of Fantasy Fest's marks or injure Fantasy Fest's business reputation.

119. The actions of Defendants constitute trademark dilution in violation of Florida law Fla. Stat. Ann. § 495.151.

120. Said trademark dilution is irreparably injuring the goodwill and business reputation of Fantasy Fest and its high-quality goods and services, and unless enjoined by this Court, will continue to do so.

121. Further, Fantasy Fest may not have an adequate legal remedy in the event that money damages cannot properly be calculated.

122. Pursuant to Fla. Stat. Ann. § 495.151, Fantasy Fest is entitled to preliminary and permanent injunctive relief to prevent Defendants' continuing dilution of Fantasy Fest's marks.

NOTICE OF LITIGATION HOLD REQUIREMENT

123. Defendants are hereby notified that it is legally obligated to locate, preserve, and maintain all records, notes, drawings, documents, data, communications, materials, electronic recordings, audio/video/photographic recordings, and digital files, including edited and unedited or "raw" source material, and other information and tangible things that Defendants know, or reasonably should know, may be relevant to actual or potential claims, Claims, defenses, and/or damages by any party or potential party in this lawsuit, whether created or residing in hard copy form or in the form of electronically stored information (hereinafter collectively referred to as "Potential Evidence").

124. As used above, the phrase "electronically stored information" includes without limitation: computer files (and file fragments), e-mail (both sent and received, whether internally or externally), information concerning e-mail (including but not limited

to logs of e-mail history and usage, header information, and deleted but recoverable e-mails), text files (including drafts, revisions, and active or deleted word processing documents), instant messages, audio recordings and files, video footage and files, audio files, photographic footage and files, spreadsheets, databases, calendars, telephone logs, contact manager information, internet usage files, and all other information created, received, or maintained on any and all electronic and/or digital forms, sources and media, including, without limitation, any and all hard disks, removable media, peripheral computer or electronic storage devices, laptop computers, mobile phones, personal data assistant devices, Blackberry devices, iPhones, Android-based smart phones, Windows-based smart phones, video cameras and still cameras, and any and all other locations where electronic data is stored. These sources may also include any personal electronic, digital, and storage devices of all of Defendants' agents or employees if Defendants' electronically stored information resides there.

125. Defendants are hereby further notified and forewarned that any alteration, destruction, negligent loss, or unavailability, by act or omission, of any Potential Evidence may result in damages or a legal presumption by the Court and/or jury that the Potential Evidence is not favorable to Defendants' claims and/or defenses. To avoid such a result, Defendants' preservation duties include, but are not limited to, the requirement that Defendants immediately notify their agents and employees to halt and/or supervise the auto-delete functions of Defendants' electronic systems and refrain from deleting Potential Evidence, either manually or through a policy of periodic deletion.

JURY DEMAND

123. Plaintiff hereby demands a trial by jury.

PRAYER

WHEREFORE, Plaintiff prays that:

A. Pursuant to 15 U.S.C. § 1116 and the laws of the State of Florida, Defendants, their officers, agents, employees, servants, attorneys, successors, and assigns, and all others in privity or acting in concert or active participation with them, be preliminarily and permanently enjoined from:

1. Directly or indirectly distributing, advertising, marketing, or selling (a) Defendants' goods and services in any fashion which would state, imply, or suggest that such services are themselves Fantasy Fest goods and services or are associated with or come from the same source as the FANTASY FEST Marks;
2. Inducing or enabling others to directly or indirectly distribute, advertise, market, or sell one or more infringing goods and services under Fantasy Fest's marks;
3. Making or inducing others to make any false, misleading or deceptive statement of fact, or representation of fact in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation or distribution of one or more infringing goods and services in such fashion as to suggest that such infringing goods and

services is connected with or associated with or sponsored by Plaintiff's genuine FANTASY FEST festival services and clothing;

B. Defendants be adjudged, jointly and severally, to have intentionally infringed and copied Plaintiff's registered and common law trademarks and to have distributed, marketed, advertised and/or sold infringing goods and services, and be required to pay Plaintiff:

1. Its actual damages and any profits of Defendants resulting from said infringement;
2. Three times the actual damages of Plaintiff resulting from said infringement;
3. Its reasonable attorney's fees;
4. Its costs and expenses; and
5. Pre-judgment interest;

C. Defendants, their officers, agents, employees, servants, attorneys, successors, and assigns, and all others in privity or acting in concert or active participation with them, be preliminarily and permanently enjoined from:

1. Palming off any service or product as a product of Plaintiff;
2. Inducing others to palm off any service or product as a product of Plaintiff;
and
3. Otherwise unfairly competing with Plaintiff;

D. Defendants, jointly and severally, be adjudged to have palmed off Defendants goods and services as a service or product of Plaintiff and to have unfairly competed with Plaintiff and be required to pay Plaintiff:

1. Its actual damages and any profits of Defendants resulting from its palming off of its goods and services and other acts of unfair competition;
2. Its reasonable attorney's fees;
3. Its costs and expenses; and
4. Pre-judgment interest;

E. Plaintiff be granted such other relief as the Court may deem appropriate to prevent the trade and public from deriving any erroneous impression that any goods and services manufactured, sold, distributed, marketed, or otherwise circulated or promoted by Defendants are authorized by Plaintiff or in any way related to Plaintiff or its genuine FANTASY FEST goods and services; and

F. Pursuant to 15 U.S.C. § 1116 and the laws of the State of Florida, Defendants, their officers, agents, employees, servants, attorneys, successors, and assigns, and all others in privity or acting in concert or active participation with them, be preliminarily and permanently enjoined from:

1. Directly or indirectly falsely designating the origin of Defendants' goods and services;
2. Inducing others to directly or indirectly falsely designate the origin of Defendants' goods and services;
3. Making or inducing others to make any false, misleading or deceptive statement of fact, or representation of fact in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation or distribution of Defendants' goods and services as

to the origin or source of Defendants' goods and services so as to cause consumers to believe that Plaintiff's genuine FANTASY FEST festival services and clothing and Defendants' goods and services come from the same origin or source, or that Plaintiff sponsors or approves Defendants' goods and services, or that Plaintiff and Defendants are somehow affiliated, connected or associated with one another;

G. Defendants be adjudged to have falsely designated the origin of, and induced others to have falsely designated the origin of Defendants' goods and services and be required to pay, jointly and severally, Plaintiff:

1. Its actual damages and any profits of Defendants resulting from said false designation of origin, pursuant to 15 U.S.C. § 1117(a);
2. Three times the actual damages of Plaintiff resulting from said false designation of origin, pursuant to 15 U.S.C. § 1117(a) and (b);
3. Its reasonable attorney's fees pursuant to 15 U.S.C. § 1117(a);
4. Its costs and expenses; and
5. Pre-judgment interest;

H. Defendants be ordered to deliver up for destruction all products, labels, signs, plates, packages, dies, wrappers, receptacles and advertisements in its possession or under its control, bearing any words, terms, names, symbols, devices, or any combination thereof, which: simulate, reproduce, counterfeit, copy or imitate Plaintiff's marks in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation or distribution of any product in such

fashion as to relate or connect, or tend to relate or connect, such service or product in any way to Plaintiff; or otherwise misrepresent the source or origin of Defendants' goods and services; and all plates, molds, matrices and other means of making the same.

I. Plaintiff be granted such other relief as the Court may deem appropriate to prevent the trade and public from deriving any erroneous impression concerning the source or origin of Defendants' goods and services;

J. Defendants be ordered to take corrective action to correct any erroneous impression the public may have derived concerning the source or origin of Defendants' goods and services, including without limitation the placement of corrective advertising;

K. Plaintiff be granted such other relief as the Court may deem appropriate to correct any erroneous impression the public may have derived concerning the source or origin of Defendants' goods and services;

L. Pursuant to 15 U.S.C. §§ 1116 and 1125(c)(1), and the laws of the State of Florida, Defendants, their officers, agents, employees, servants, attorneys, successors, and assigns, and all others in privity or acting in concert or active participation with them, be preliminarily and permanently enjoined from:

1. Directly or indirectly diluting the distinctive quality of Plaintiff's FANTASY FEST trademarks;
2. Inducing others to directly or indirectly diluting the distinctive quality of Plaintiff's marks;

3. Using any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiff's marks in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation or distribution of its FANTASY FEST goods and services in such fashion as to dilute the distinctive quality of Plaintiff's marks;
4. Using any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiff's marks in connection with the promotion, advertisement, display, sale, offering for sale, manufacture, production, circulation, or distribution of any product in such fashion as to dilute the distinctive quality of Plaintiff's marks;
5. Imitating, copying, or making unauthorized use of Plaintiff's marks;
6. Manufacturing, producing, distributing, circulating, selling, offering for sale, advertising, promoting, or displaying any product bearing any simulation, reproduction, counterfeit, copy or colorable imitation of Plaintiff's mark; and

M. Defendants be adjudged to have diluted the distinctive quality of Plaintiff's marks and willfully intended to trade on Plaintiff's reputation or to cause dilution of Plaintiff's marks; and be required to pay Plaintiff, jointly and severally:

1. Its actual damages and any profits of Defendants resulting from said dilution,
2. Its costs and expenses; and
3. Pre-judgment interest;

N. Defendants be ordered to deliver up for destruction all products, labels, signs, plates, packages, dies, wrappers, receptacles and advertisements in its possession or under its control, bearing any words, terms, names, symbols, devices, or any combination thereof, which are similar to, or dilute the distinctive quality of Plaintiff's marks and all plates, molds, matrices and other means of making the same.

O. Plaintiff be awarded such other relief as the Court deems just and equitable.

Respectfully submitted this 17th day of May, 2024.

/s/ Ashley N. Sybesma
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