

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 24-cv-23514

EVERLASTING CANDLE CO. CORP.,

Plaintiff,

v.

HOTEL COLLECTION LLC, and
AROMA360 LLC,

Defendants.

**COMPLAINT FOR PATENT INFRINGEMENT, TRADEMARK INFRINGEMENT,
FALSE DESIGNATION OF ORIGIN, AND UNFAIR COMPETITION; DEMAND FOR
JURY TRIAL**

Plaintiff Everlasting Candle Co. Corp. (“Plaintiff” or “Everlasting Candle”), for its complaint against Defendants Hotel Collection LLC (“Hotel Collection”) and Aroma360 LLC (“Aroma360”) (collectively, “Defendants”), alleges as follows:

I. INTRODUCTION

1. Everlasting Candle has revolutionized the candle and ambient lighting space. Everlasting Candle has pioneered innovative and path-breaking designs to create premium products, including the WYLIE and NEVA products shown below.

2. Hotel Collection and Aroma360 are Florida-based companies that sell candles, diffusers, and other scented products. Aroma360 is the Manager of Hotel Collection and, on information and belief, directs the activities of Hotel Collection.

3. Individuals with Aroma360 email addresses purchased multiple WYLIE products and at least one NEVA product from Everlasting Candle’s website. Aroma360 and Hotel Collection then began selling knockoff products that copy Everlasting Candle’s WYLIE and

NEVA products, including the Oval Infinity Candle Set and the Globe Infinity Candle Set, examples of which are shown below.

4. Everlasting Candle repeatedly notified representatives of Defendants that the manufacturing, use, offer to sell, sale, and importation into the United States of Oval Infinity Candle Set and Globe Infinity Candle Set products infringe Everlasting Candle's design patents.

5. Everlasting Candle also repeatedly notified representatives of Defendants that the manufacturing, use, offer to sell, and sale of products under the Infinity and Everlast marks infringe Everlasting Candle's EVERLASTING CANDLE CO.[®] trademark.

6. Defendants have nonetheless continued to willfully infringe Everlasting Candle's design patents and disregard Everlasting Candle's intellectual property rights.

7. Everlasting Candle thus brings this action to stop Defendants' infringement and seek relief for such infringement.

II. THE PARTIES

8. Plaintiff Everlasting Candle is a Canadian corporation with its principal place of business at 398-8-6014 Vedder Road, Chilliwack, British Columbia, Canada, V2P 2J3.

9. Defendant Hotel Collection is a limited liability company with its principal place of business at 38 NW 24th Street, Miami, FL 33127.

10. Defendant Aroma360 is a limited liability company with its principal place of business at 2058 NW Miami Court, Miami, FL 33127.

III. JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a) because this action arises under the patent laws of the United States, 35 U.S.C. §§ 100 *et seq.* This Court has subject matter jurisdiction over the claims that relate to trademark infringement and false

designation of origin pursuant to 15 U.S.C. §§1116 and 1121(a) and also pursuant to 28 U.S.C. §1331 as these claims arise under the laws of the United States. The Court has supplemental jurisdiction over the claims in this Complaint which arise under state statutory and common law pursuant to 28 U.S.C. §§1338(b) and 1367(a), because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

12. This Court has personal jurisdiction over Defendants because Defendants are Florida limited liability companies that reside and operate in Florida and have a continuous, systematic, and substantial presence within this Judicial District and within Florida.

13. Venue is proper in this Court under 28 U.S.C. § 1400(b) and 28 U.S.C. §1391(b) and (c) at least because Defendants reside and operate in Miami, Florida and a substantial portion of the events complained of herein took place in this Judicial District.

IV. BACKGROUND

A. Everlasting Candle's Patent and Trademark Rights

14. Everlasting Candle is a family-run business that developed innovative candle designs that provide aesthetically pleasing alternatives to traditional candles. Through considerable effort, Everlasting Candle developed products that reimagine the traditional candle in a unique and aesthetically pleasing way:

Everlasting Candle WYLIE Set	Everlasting Candle NEVA Set	Everlasting Candle JERVIS Set
		

15. Everlasting Candle has invested considerable resources into the development of its products, as well as its patent and trademark rights. Starting as a home business from a garage, Everlasting Candle's products are now sold in CB2 and over 850 retailers nationwide. In addition, Everlasting Candle's products have been featured in many national publications, websites, and co-promotions, including but not limited to: Forbes, Allure, Apartment Therapy, Refinery29, Better Homes, BuzzFeed, Real Simple, Woman's Day, Popsugar, Southern Bride, and First Coast News. Everlasting Candle's trademark is also used extensively in paid advertising across its social media pages, as well as Google and Meta platforms.

16. Everlasting Candle protects its substantial investment in design from infringers with its intellectual property rights, including U.S. Patent No. D1,017,847 (the "847 Patent"), U.S. Patent No. D1,037,501 (the "501 Patent"), and U.S. Patent No. D1,039,180 (the "180 Patent").

17. Everlasting Candle owns U.S. Trademark Registration No. 6,184,040 for the mark EVERLASTING CANDLE CO.[®] which covers “Candle wicks; candles; candles and wicks for candles for lighting; candles and wicks for lighting candles; candles for lighting; lamp fuel; lamp fuels; lamp oil; lamp wicks; mineral lubricating oils; Mineral lubricating oils; oil for use in the manufacture of candles; wicks for candles; wicks for candles for lighting; wicks for lamps; wicks for oil lamps; Candles, namely, oil burning taper candles comprised of stainless steel tubing; Candles, namely, oil burning taper candles comprised of stainless steel tubing for lighting” in Class 4 and “Candle jars; vases; votive candle holders” in Class 21. U.S. Trademark Registration No. 6,184,040 was filed on March 12, 2020 and issued on October 27, 2020. The EVERLASTING CANDLE CO.[®] was first used in commerce on December 2, 2019 and has been in continuous use on the registered goods since then. By virtue of long and extensive use and promotion, the EVERLASTING CANDLE CO.[®] mark has acquired enormous goodwill and reputation amongst members of the trade and general public. This registration constitutes prima facie evidence of the validity of the EVERLASTING CANDLE CO.[®] mark, Everlasting Candle’s exclusive right to use the EVERLASTING CANDLE CO.[®] mark in commerce, and Everlasting Candle’s ownership of the EVERLASTING CANDLE CO.[®] mark.

18. As a result of its efforts, consumers and individuals have come to associate the EVERLASTING CANDLE CO.[®] mark exclusively with Everlasting Candle. Everlasting Candle has developed substantial goodwill in the EVERLASTING CANDLE CO.[®] mark and has generated strong rights under federal and state trademark and unfair competition laws. *See* 15 U.S.C. §1125 et seq. and Fla. Stat. § 501.201.

B. Defendants’ Willful Infringement

19. On March 21, 2022 and July 14, 2023, individuals listing an Aroma360 email

address purchased multiple WYLIE products and at least one NEVA product from Everlasting Candle’s website.

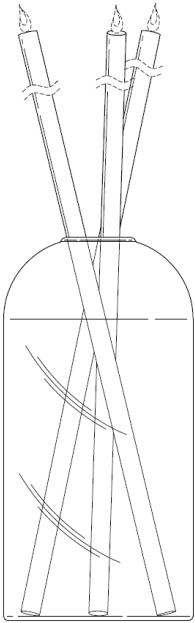
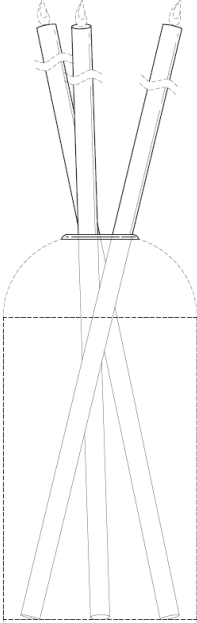

20. Aroma360 and Hotel Collection began selling knockoff products that copy Everlasting Candle’s WYLIE and NEVA products, including the Oval Infinity Candle Set and the Globe Infinity Candle Set, examples of which are shown below.

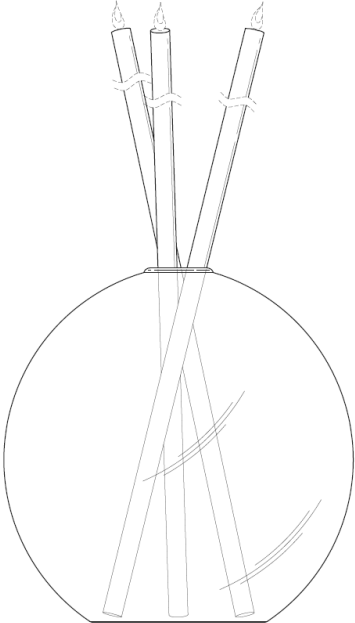
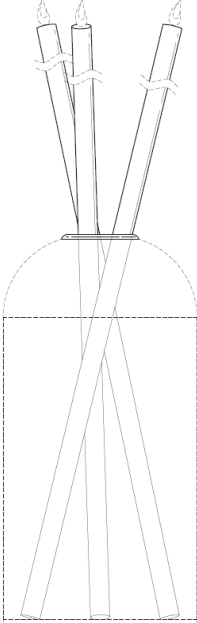

Plaintiff’s Everlasting Candle WYLIE Set with Gold Candlesticks	Defendants’ Oval Infinity Candle Set with Gold Candlesticks	Plaintiff’s Everlasting Candle NEVA Set with Black Candlesticks	Defendants’ Globe Infinity Candle Set with Black Candlesticks
			

21. Both the Oval Infinity Candle Set and the Globe Infinity Candle Set are sold with either a “Clear” or “Smoke” vase and with either “Gold” or “Black” Candlesticks. All variations of the Oval Infinity Candle Set are collectively referred to hereinafter as the “Oval Infinity Candle Set.” Similarly, all variations of the Globe Infinity Candle Set are collectively referred to hereinafter as the “Oval Infinity Globe Set.”

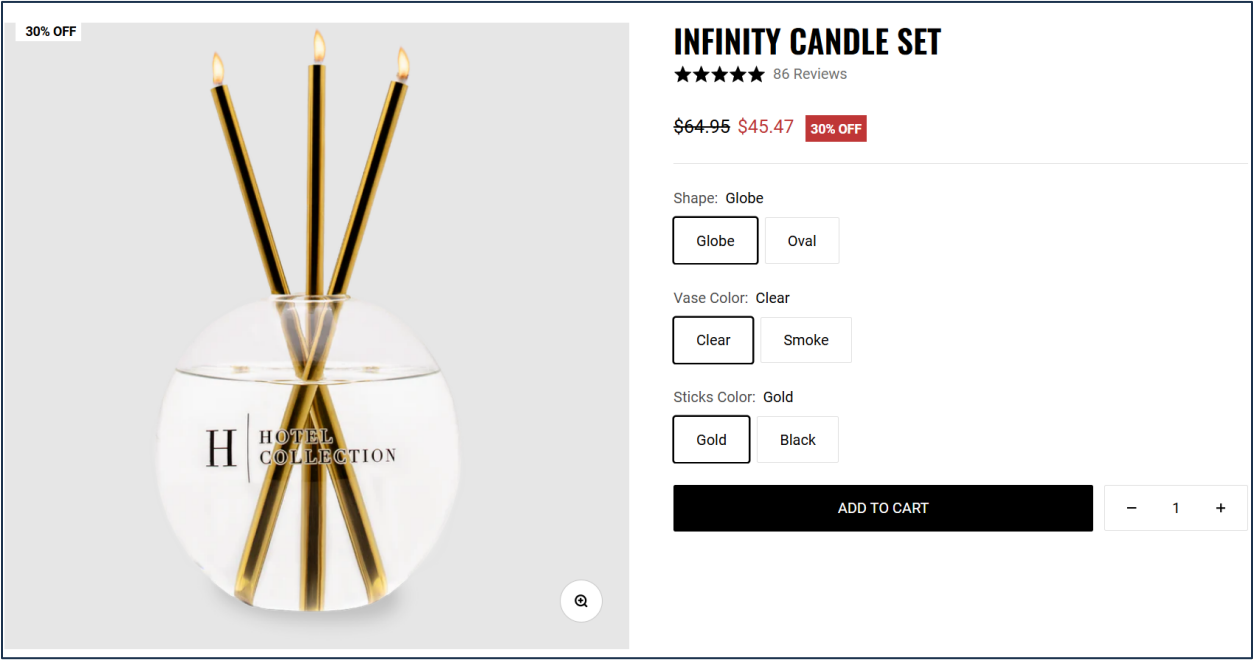
22. Everlasting Candle repeatedly notified Defendants’ representatives that the Oval

Infinity Candle Set and Globe Infinity Candle Set infringe Everlasting Candle’s design patents:

U.S. Patent No. D1,017,847	U.S. Patent No. D1,037,501	Oval Infinity Candle Set with Gold Candlesticks
		

U.S. Patent No. D1,039, 180	U.S. Patent No. D1,037,501	Globe Infinity Candle Set with Gold Candlesticks
		

23. Everlasting Candle also repeatedly notified Defendants’ representatives that their use of Everlast and Infinity marks infringe Everlasting Candle’s EVERLASTING CANDLE CO.® trademark. Defendants’ use of Everlast and Infinity marks is nearly identical to Everlasting Candle’s use of the EVERLASTING CANDLE CO.® mark. Moreover, the Everlast and Infinity marks have the same meaning as “Everlasting” and, therefore, have the same commercial impression. Furthermore, Defendants use Everlast and Infinity marks on identical goods as Everlasting Candle’s goods, sold through the same channels of trade and to the same consumers. Defendants’ use will cause confusion and lead consumers to mistakenly believe that the Everlast and Infinity products are affiliated with Everlasting Candle, when they are not.



DESCRIPTION

Transform your living space into a haven of luxury and tranquility with the Everlast Luxe Steel Candle Set. This unique candle offers an unparalleled experience in home ambiance.

ONLY compatible with the signature Infinity Oil.

24. Defendants have nonetheless continued to intentionally infringe Everlasting Candle's patent and trademark rights.

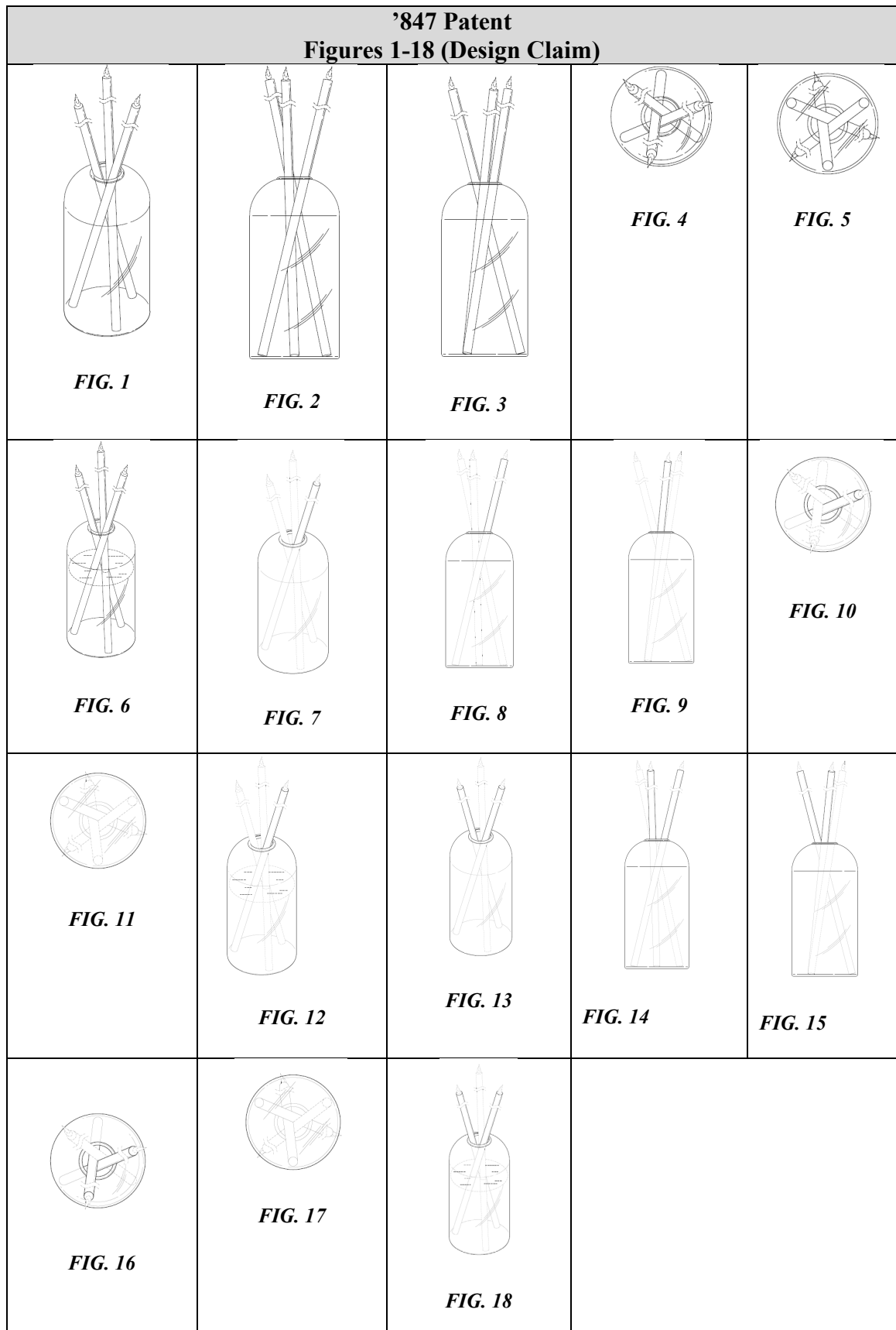
COUNT I: INFRINGEMENT OF U.S. PATENT NO. D1,017,847

25. Everlasting Candle repeats and incorporates here by reference paragraphs 14-16, 19-22 and 24 as if fully realleged herein.

26. U.S. Patent No. D1,017,847 (the "'847 Patent"), entitled "Oil Burning Candle Apparatus," invented by Jesse Furgason, was duly, legally, and validly issued to Everlasting Candle on March 12, 2024. The '847 Patent is assigned to Everlasting Candle. The '847 Patent has not expired. The '847 Patent is attached hereto as Exhibit A.

27. Everlasting Candle is the exclusive and current owner of all rights, title and interest in the '847 Patent, including the right to exclude others from making, using, offering to sell, and selling the patented invention and the right to seek damages and injunctive relief.

28. The '847 Patent claims the ornamental design for an oil burning candle apparatus, as described in the specification and figures of the '847 Patent. Figures from the '847 Patent are reproduced below for reference:



29. Defendants infringe the '847 Patent by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, products that embody the design claimed in the '847 Patent, including the Oval Infinity Candle Set. The design embodied in each Oval Infinity Candle Set products is at least substantially the same as the design claimed in the '847 Patent such that each Oval Infinity Candle Set products would deceive an ordinary observer. Defendants' infringement is a violation of 35 U.S.C. § 271.

'847 Patent	Oval Infinity Candle Set with Clear Glass and Gold Candlesticks	Oval Infinity Candle Set with Clear Glass and Black Candlesticks	Oval Infinity Candle Set with Smoke Glass and Gold Candlesticks	Oval Infinity Candle Set with Smoke Glass and Black Candlesticks
				

30. Defendants' infringement is willful. Individuals with Aroma360 email addresses purchased multiple WYLIE products and at least one NEVA product from Everlasting Candle's website. As shown below, Defendants began selling products that are knockoffs of Everlasting Candle's WYLIE and NEVA products. Despite Everlasting Candle notifying Defendants'

representatives of Everlasting Candle's patent rights and the infringement of those rights, Defendants have continued to sell infringing products, including the Oval Infinity Candle Set.



31. Everlasting Candle has been damaged and continues to be damaged by Defendants' infringement of the '847 Patent. Such damages include, for example, not only the loss of sales of Everlasting Candle's products, but also the oil used with such products. For example, Defendants' market that the infringing products are compatible only with Defendants' Infinity oil. Everlasting Candle has suffered and will continue to suffer irreparable harm unless Defendants' infringement of the '847 Patent is enjoined.

COUNT II: INFRINGEMENT OF U.S. PATENT NO. D1,037,501

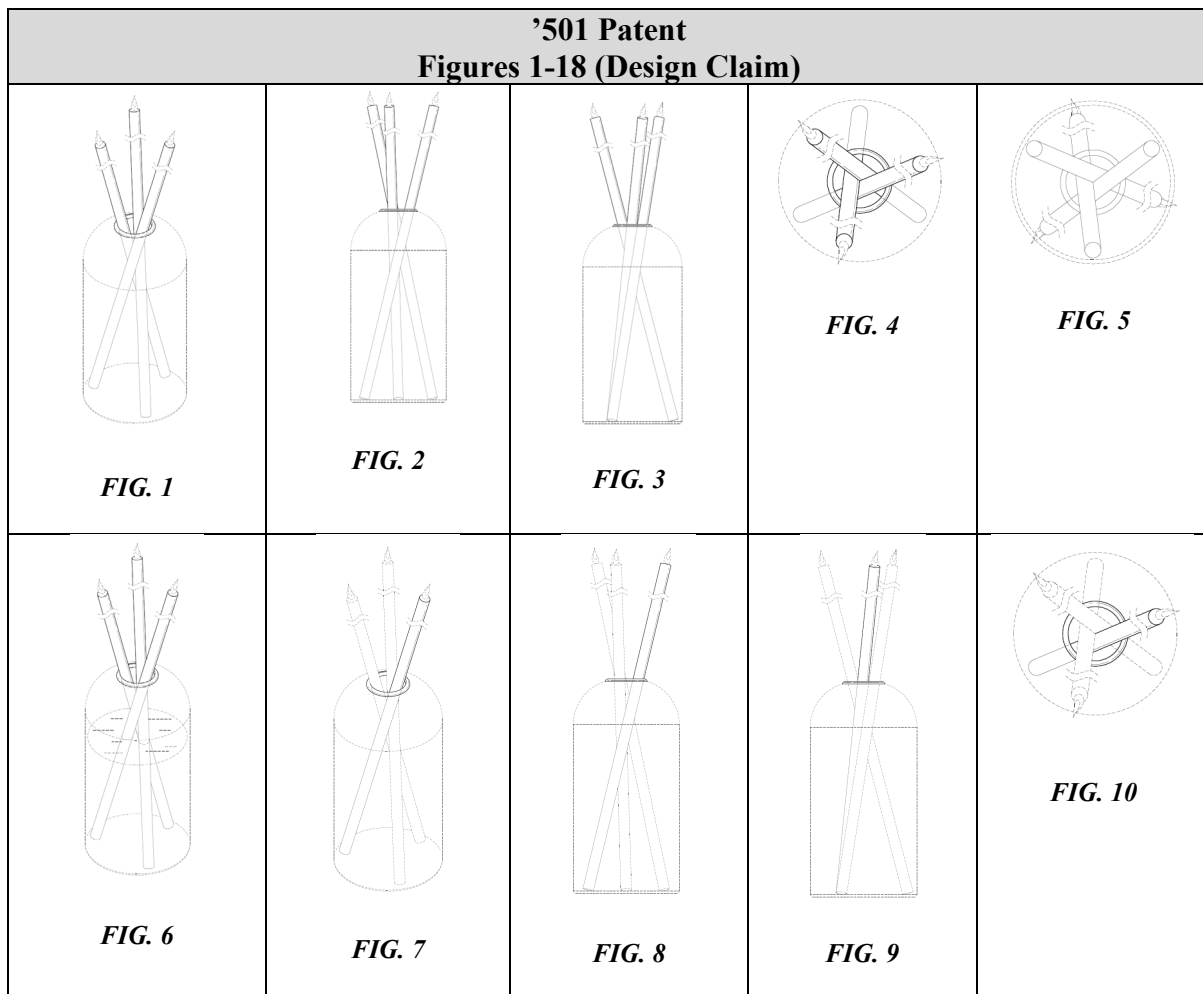
32. Everlasting Candle repeats and incorporates here by reference paragraphs 14-16, 19-22 and 24 as if fully realleged herein.

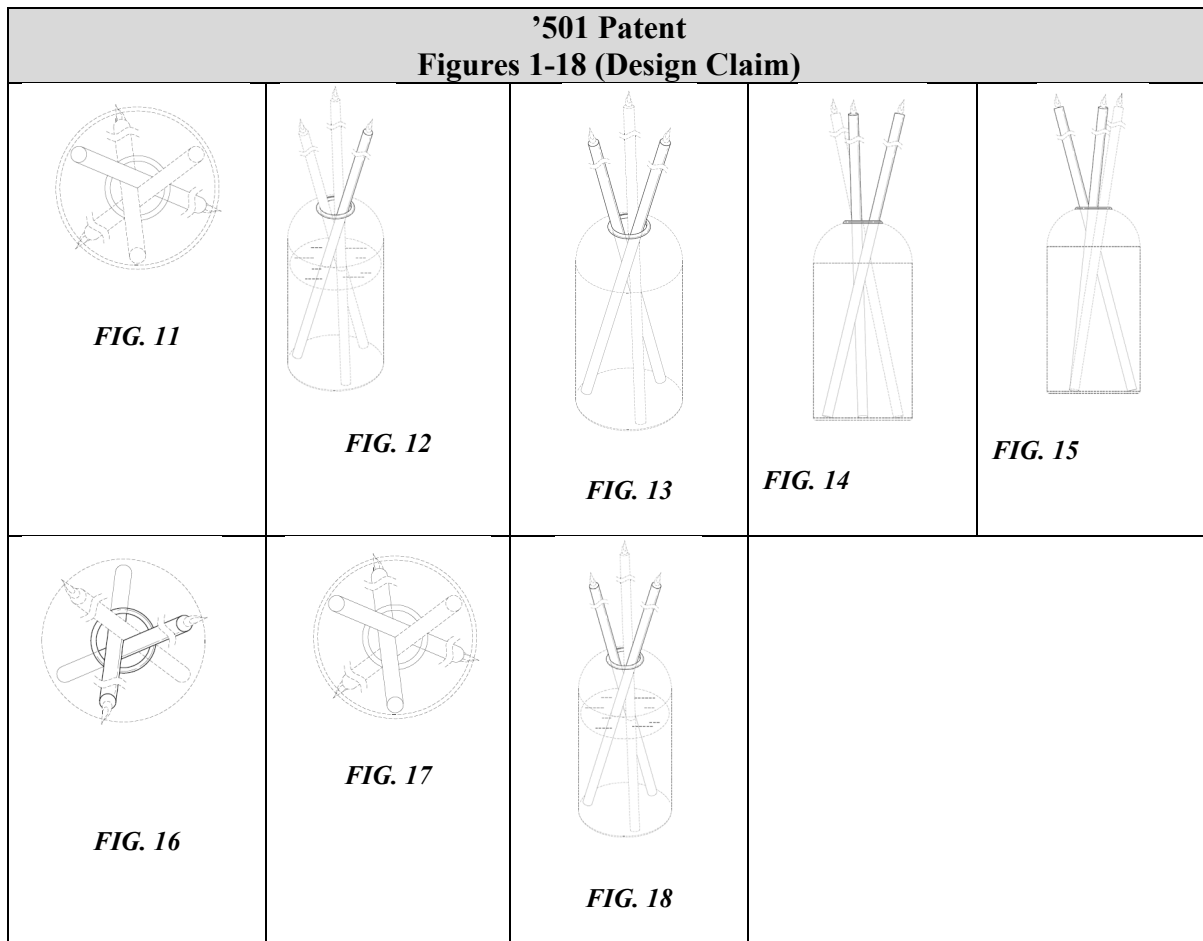
33. U.S. Patent No. D1,037,501 (the "'501 Patent"), entitled "Oil Burning Candle Apparatus," invented by Jesse Furgason, was duly, legally, and validly issued to Everlasting

Candle on July 30, 2023. The '501 Patent is assigned to Everlasting Candle. The '501 Patent has not expired. The '501 Patent is attached hereto as Exhibit B.

34. Everlasting Candle is the exclusive and current owner of all rights, title and interest in the '501 Patent, including the right to exclude others from making, using, offering to sell, and selling the patented invention and the right to seek damages and injunctive relief.

35. The '501 Patent claims the ornamental design for an oil burning candle apparatus, as described in the specification and figures of the '501 Patent. Figures from the '501 Patent are reproduced below for reference:

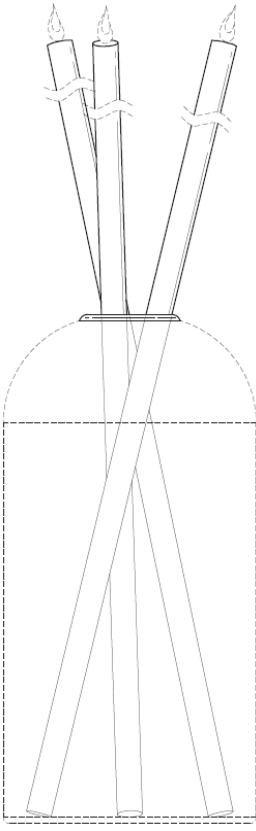








36. Defendants infringe the '501 Patent by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, products that embody the design claimed in the '501 Patent, including the Oval Infinity Candle Set and the Globe Infinity Candle Set. The design embodied in each and all of the Oval Infinity Candle Set products is substantially the same as the design claimed in the '501 Patent such that each and all of the Oval Infinity Candle Set products would deceive an ordinary observer. Defendants' infringement is a violation of 35 U.S.C. § 271.



'501 Patent	Oval Infinity Candle Set with Clear Glass and Gold Candlesticks	Oval Infinity Candle Set with Clear Glass and Black Candlesticks	Oval Infinity Candle Set with Smoke Glass and Gold Candlesticks	Oval Infinity Candle Set with Smoke Glass and Black Candlesticks
				

'501 Patent	Hotel Collection Globe Infinity Candle Set with Clear Glass and Gold Candlesticks	Globe Infinity Candle Set with Clear Glass and Black Candlesticks
		

'501 Patent	Hotel Collection Globe Infinity Candle Set with Smoke Glass and Gold Candlesticks	Globe Infinity Candle Set with Smoke Glass and Black Candlesticks
		

37. Defendants' infringement is willful. Individuals with Aroma360 email addresses purchased multiple WYLIE products and at least one NEVA product from Everlasting Candle's website. As shown below, Defendants began selling products that are knockoffs of Everlasting Candle's WYLIE and NEVA products, including the Oval Infinity Candle Set and the Globe Infinity Candle Set. Despite Everlasting Candle notifying Defendants' representatives of Everlasting Candle's patent rights and the infringement of those rights, Defendants have continued to sell such infringing products.

Everlasting Candle WYLIE Set with Gold Candlesticks	Oval Infinity Candle Set with Gold Candlesticks
	

Everlasting Candle NEVA Set with Black Candlesticks	Globe Infinity Candle Set with Black Candlesticks
	

38. Everlasting Candle has been damaged and continues to be damaged by Defendants' infringement of the '501 Patent. Such damages include, for example, not only the loss of sales of

Everlasting Candle's products, but also the oil used with such products. For example, Defendants market that the infringing products are compatible only with Defendants' Infinity oil. Everlasting Candle has suffered and will continue to suffer irreparable harm unless Defendants' infringement of the '501 Patent is enjoined.

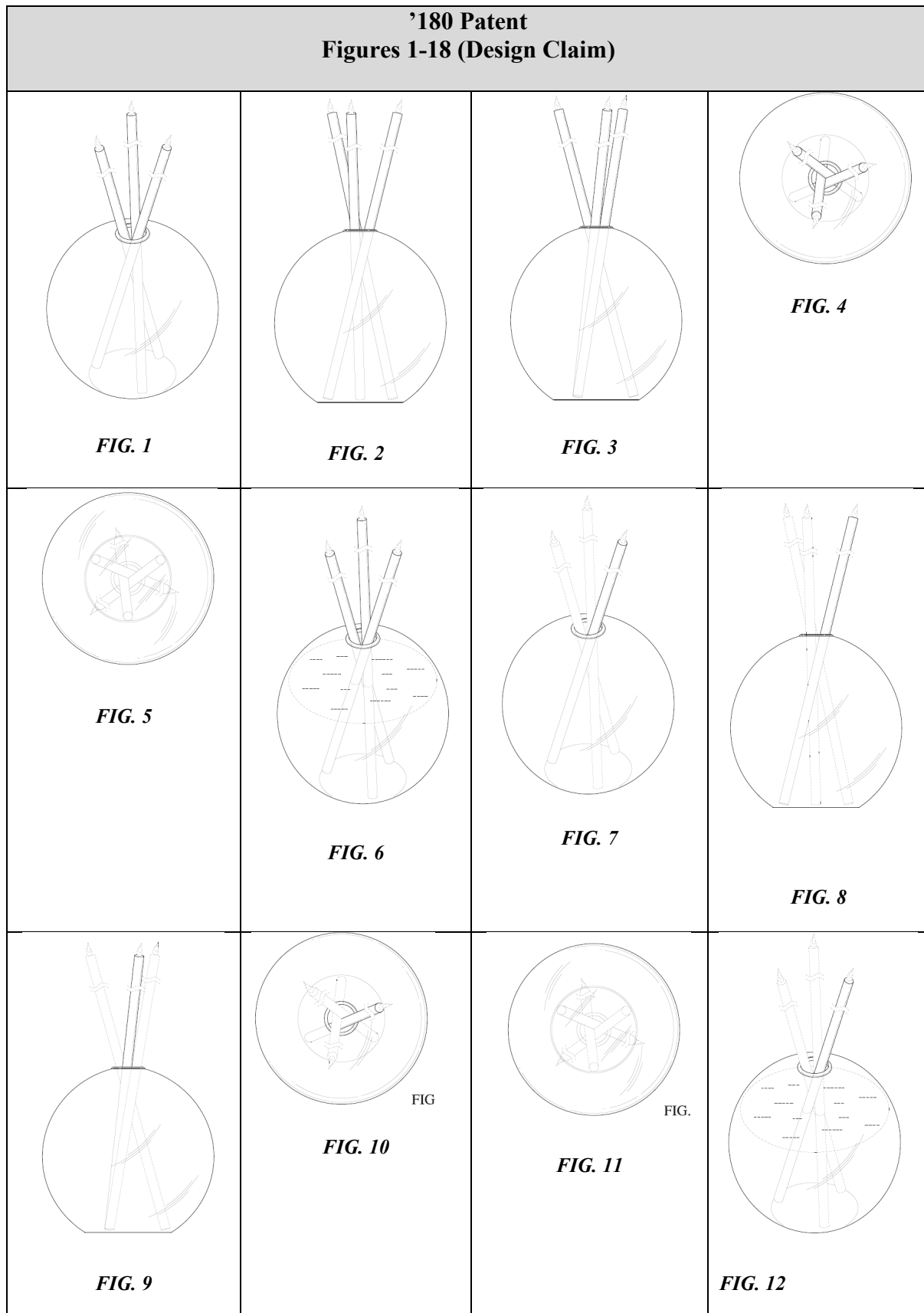
COUNT III: INFRINGEMENT OF U.S. PATENT NO. D1,039,180

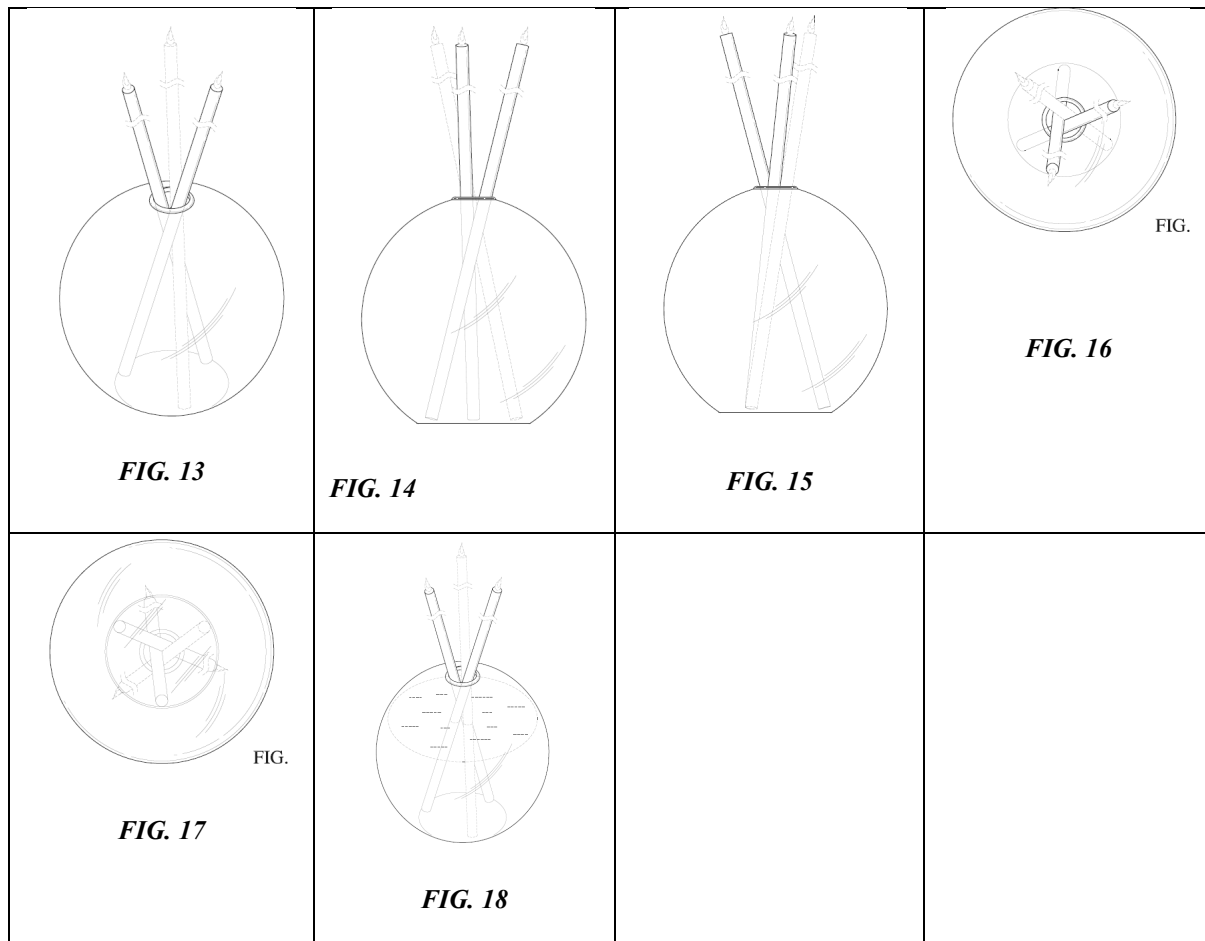
39. Everlasting Candle repeats and incorporates here by reference paragraphs 14-16, 19-22 and 24 as if fully realleged herein.

40. U.S. Patent No. D1,039,180 (the "'180 Patent"), entitled "Oil Burning Candle Apparatus," invented by Jesse Furgason, was duly, legally, and validly issued to Everlasting Candle on August 13, 2024. The '180 Patent is assigned to Everlasting Candle. The '180 Patent has not expired. The '180 Patent is attached hereto as Exhibit C.

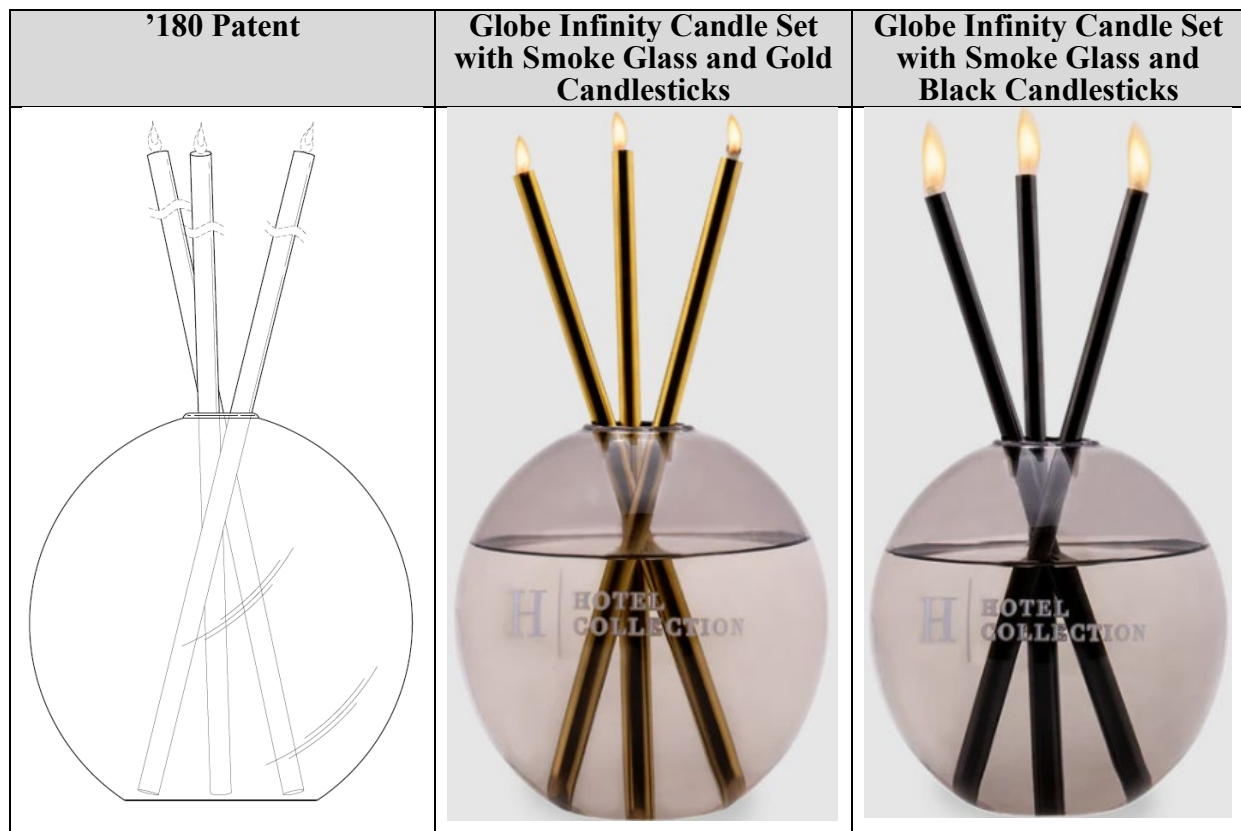
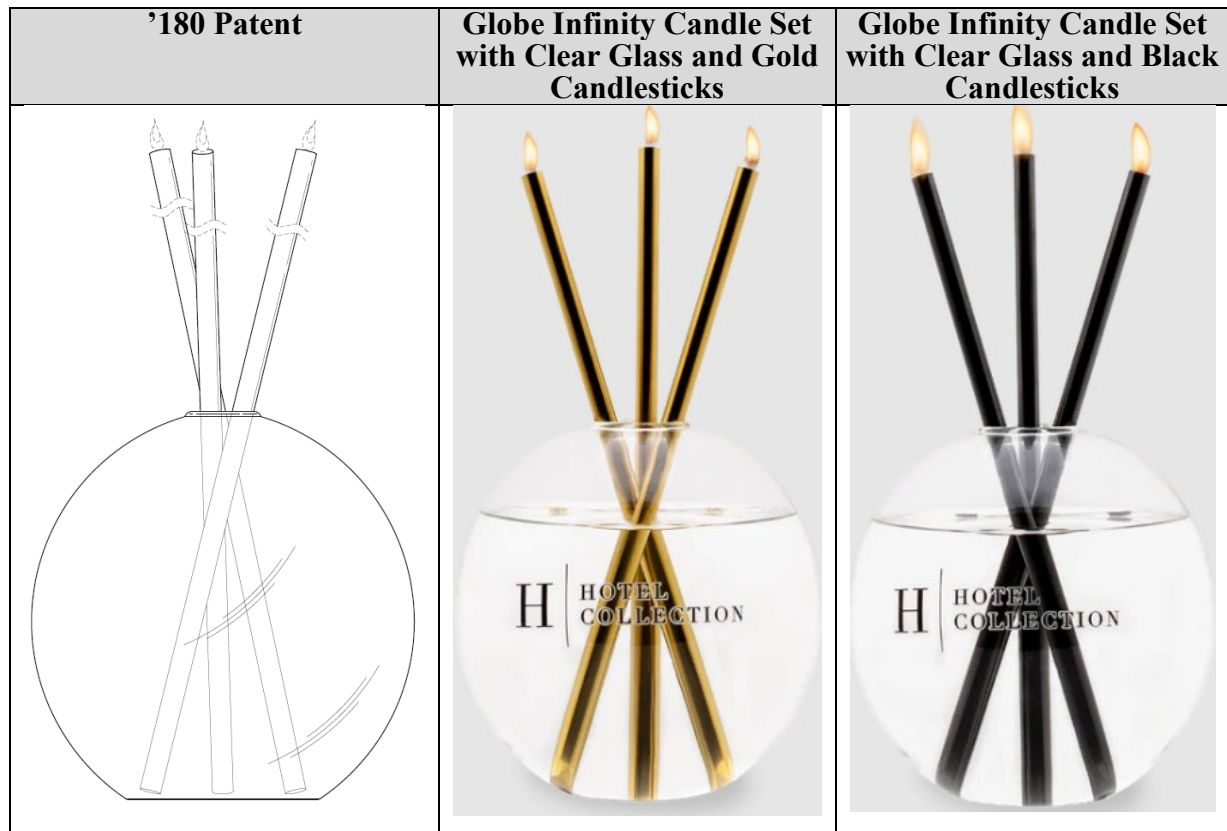
41. Everlasting Candle is the exclusive and current owner of all rights, title and interest in the '180 Patent, including the right to exclude and the right to seek damages and injunctive relief.

42. The '180 Patent claims the ornamental design for an oil burning candle apparatus as described in the specification and figures of the '180 Patent. Figures from the '180 Patent are reproduced below for reference:






43. Defendants infringe the '180 Patent by making, using, selling, and/or offering for sale in the United States, and/or importing into the United States, products that embody the design claimed in the '180 Patent, including the Globe Infinity Candle Set. The design embodied in each and all of the Globe Infinity Candle Set products is at least substantially the same as the design claimed in the '180 Patent such that each and all of the Globe Infinity Candle Set products would deceive an ordinary observer. Defendants' infringement is a violation of 35 U.S.C. § 271.



44. Defendants' infringement is willful. Individuals with Aroma360 email addresses purchased at least one NEVA product from Everlasting Candle's website. As shown below, Defendants then began selling products that are knockoffs of Everlasting Candle's NEVA products, including the Globe Infinity Candle Set. Despite Everlasting Candle notifying Defendants' representatives of Everlasting Candle's patent rights and the infringement of those rights, Defendants have continued to sell such infringing products.

Everlasting Candle Black NEVA Set with Black Candlesticks	Globe Infinity Candle Set with Black Candlesticks
	

45. Everlasting Candle has been damaged and continues to be damaged by Defendants' infringement of the '180 Patent. Such damages include, for example, not only the loss of sales of Everlasting Candle's products, but also the oil used with such products. For example, Defendants markets that the infringing products are compatible only with Defendants' Infinity oil. Everlasting Candle has suffered and will continue to suffer irreparable harm unless Defendants' infringement of the '180 Patent is enjoined.

**COUNT IV: TRADEMARK INFRINGEMENT AND FALSE DESIGNATION OF
ORIGIN UNDER 15 U.S.C. §1125(A)**

46. Everlasting Candle repeats and incorporates here by reference paragraphs 14-15, 17-20, and 23-24 as if fully realleged herein.

47. This is an action for trademark infringement and false designation of origin arising under 15 U.S.C. §1125(a).

48. As a result of the widespread use and promotion of Everlasting Candle's EVERLASTING CANDLE CO.[®] mark, the mark has acquired strong fame and secondary meaning to consumers and potential customers, in that consumers and potential customers have come to associate the EVERLASTING CANDLE CO.[®] mark with Everlasting Candle.

49. Defendants have infringed the EVERLASTING CANDLE CO.[®] mark and created a false designation of origin by using in commerce, without Everlasting Candle's permission, the confusingly similar Defendants' Everlast and Infinity marks in connection with the advertisement, offering for sale, and/or sale of Defendants' products, including the Oval Infinity Candle set and the Globe Infinity Candle Set, which are confusingly similar to the EVERLASTING CANDLE CO.[®] mark.

50. Defendants' actions are likely to cause confusion and mistake or to deceive as to the affiliation, connection, or association of Everlasting Candle with Defendants, and/or as to the origin, sponsorship, or approval of Defendants' products or Defendant's commercial activities, in violation of 15 U.S.C. §1125(a).

51. Upon information and belief, Defendants did so with prior knowledge of Everlasting Candle's trademark rights and with the intent to trade upon Everlasting Candle's reputation and goodwill by causing confusion and mistake among customers and the public and to deceive the public into believing that Defendants' products are associated with, sponsored by or

approved by Everlasting Candle, when they are not.

52. Upon information and belief, Defendants had actual knowledge of Everlasting Candle's ownership and prior use of the EVERLASTING CANDLE CO.[®] mark and, without the consent of Everlasting Candle, willfully violated 15 U.S.C. §1125(a).

53. Defendants, by their actions, have irreparably injured Everlasting Candle. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Everlasting Candle's rights, for which Everlasting Candle has no adequate remedy at law.

COUNT V: TRADEMARK INFRINGEMENT UNDER 15 U.S.C. §1114

54. Everlasting Candle repeats and incorporates here by reference the paragraphs 14-15, 17-20, and 23-24 as if fully realleged herein.

55. This is a claim for trademark infringement arising under 15 U.S.C. §1114.

56. Everlasting Candle owns a valid and enforceable federally registered trademark for the EVERLASTING CANDLE CO.[®] mark, including at least the registration listed above.

57. Defendants have used in commerce, without permission from Everlasting Candle, colorable imitations and/or confusingly similar marks to Everlasting Candle's EVERLASTING CANDLE CO.[®] mark in connection with the advertising, marketing, and/or promoting of Defendants' goods and services. Such use is likely to cause confusion or mistake or to deceive.

58. Upon information and belief, the activities of Defendants complained of herein constitute willful and intentional infringements of Everlasting Candle's registered mark and Defendants did so with the intent to trade upon Everlasting Candle's reputation and goodwill by causing confusion and mistake among customers and the public and to deceive the public into believing that Defendants' products are associated with, sponsored by, originated from, or are

approved by, Everlasting Candle, when they are not.

59. Upon information and belief, Defendants had actual knowledge of Everlasting Candle's ownership and prior use of the EVERLASTING CANDLE CO.[®] mark and have willfully violated 15 U.S.C. §1114.

60. Defendants, by their actions, have irreparably injured Everlasting Candle. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by this Court from further violation of Everlasting Candle's rights, for which Everlasting Candle has no adequate remedy at law.

COUNT VI: UNFAIR COMPETITION UNDER FLORIDA STATUTE § 501.201
ET SEQ.

61. Everlasting Candle repeats and incorporates here by reference paragraphs 14-15, 17-20, 23-24, and 47-60 as if fully realleged herein.

62. This is an action for unfair and deceptive trade practices and, more particularly, unfair competition under Fla. Stat. § 501.201, et seq.

63. By virtue of the acts complained of herein, Defendants have intentionally caused a likelihood of confusion among consumers and the public and have unfairly competed in violation of Fla. Statute § 501.201, et seq.

64. Defendants' acts complained of herein constitute trademark infringement, unfair competition, and unlawful, unfair, malicious or fraudulent business practices, which have injured and damaged Everlasting Candle, all of which are deceptive and unfair trade practices in violation of Chapter 501, Florida Statutes.

65. Defendants, by their actions, have damaged Everlasting Candle.

66. Defendants, by their actions, have irreparably injured Everlasting Candle. Such irreparable injury will continue unless Defendants are preliminarily and permanently enjoined by

this Court from further violation of Everlasting Candle's rights, for which Everlasting Candle has no adequate remedy at law.

COUNT VII: UNFAIR COMPETITION UNDER FLORIDA COMMON LAW

67. Everlasting Candle repeats and incorporates here by reference paragraphs 14-15, 17-20, 23-24, and 47-60 as if fully realleged herein.

68. This is an action for unfair competition under the common law of Florida. Defendants' acts complained of herein constitute trademark infringement and unfair competition under the common law of Florida.

69. By virtue of the acts complained of herein, Defendants have willfully and intentionally caused a likelihood of confusion among the purchasing public in this Judicial District and elsewhere, thereby unfairly competing with Everlasting Candle in violation of the common law of the State of Florida.

70. Defendants' aforementioned acts have damaged Everlasting Candle.

71. Defendants have irreparably injured Everlasting Candle. Such irreparable injury will continue unless Defendant are preliminarily and permanently enjoined by this Court from further violation of Everlasting Candle's rights, for which Everlasting Candle has no adequate remedy at law.

72. Defendants' willful acts have been made intentionally and/or in reckless disregard for the rights of others. Accordingly, Everlasting Candle is entitled to punitive damages.

PRAYER FOR RELIEF

For the foregoing reasons, Everlasting Candle prays for relief and entry of judgment as follows:

A. That Defendants infringe the claims of the Patents-in-Suit;

B. That Defendants' infringement of the Patents-in-Suit is willful;

C. That Defendants be preliminarily enjoined from further infringement of the Patents-in-Suit pending final disposition of the merits;

D. That Defendants be permanently enjoined from further infringement of the Patents-in-Suit;

E. That Everlasting Candle be awarded damages for Defendants' infringement of the Patents-in-Suit;

F. That Defendants disgorge any wrongfully obtained profits from their infringement of the Patents-in-Suit pursuant to 35 U.S.C. § 289;

G. That Everlasting Candle be awarded enhanced damages pursuant to 35 U.S.C. § 284 and pre- and post-judgment interest at the maximum rate permitted by law;

H. That Defendants infringe Everlasting Candle's registered trademark;

I. That Defendants' infringement of Everlasting Candle's registered trademark is willful;

J. That Defendants be preliminarily enjoined from further infringement of Everlasting Candle's registered trademark and/or from using confusingly similar variations of Everlasting Candle's registered trademark pending final disposition of the merits;

K. That Defendants be permanently enjoined from further infringement of Everlasting Candle's registered trademark and/or from using confusingly similar variations of Everlasting Candle's registered trademark;

L. That Everlasting Candle be awarded damages for Defendants' infringement of the Everlasting Candle's registered trademark;

M. That Defendants be disgorged of any wrongfully obtained profits from their infringement of Everlasting Candle's registered trademark;

N. That Everlasting Candle be awarded enhanced damages and pre- and post-judgment interest at the maximum rate permitted by law;

O. That Everlasting Candle be awarded restitution and disgorgement;

P. That this case be declared an exceptional case within the meaning of 35 U.S.C. § 285 and that Everlasting Candle be awarded attorneys' fees, costs, and expenses incurred in connection with this action;

Q. That this case be deemed exceptional and the amount of the damages be trebled and that the amount of profits be increased by as many times as the Court deems appropriate, pursuant to 15 U.S.C. § 1117;

R. That an award of reasonable costs, expenses, and attorneys' fees be awarded to Everlasting Candle pursuant to 15 U.S.C. § 1117;

S. That Everlasting Candle be awarded its reasonable attorneys' fees against Defendants in accord with 501.2105 Florida Statutes; and

T. That Everlasting Candle be awarded such other relief as the Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Everlasting Candle respectfully demands a jury trial on all issues so triable.

September 12, 2024

BRODSKY FOTIU-WOJTOWICZ, PLLC

Of Counsel:

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