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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

TRADER JOE’S COMPANY, a
California Corporation,

Plaintiff,

v.

MICHAEL NORMAN HALLATT, an
individual, d/b/a PIRATE JOE’S a/k/a
TRANSILVANIA TRADING; and
DOES 1-10,

Defendants.

No.

COMPLAINT

JURY DEMAND

Plaintiff Trader Joe’s Company (“Trader Joe’s”), by and through its undersigned counsel, for its Complaint against Defendant Michael Norman Hallatt d/b/a Pirate Joe’s a/k/a Transilvania Trading and DOES 1-10 (“Defendants”), hereby alleges, on knowledge as to its own conduct and otherwise on information and belief, as follows:

THE PARTIES

1. Trader Joe’s is a California corporation with its principal place of business at 800 South Shamrock Avenue, Monrovia, California 91016. Trader Joe’s is engaged in the business of selling high-quality groceries at low prices, including thousands of its own products under the TRADER JOE’S brand label. Trader Joe’s owns numerous federally

1 registered and common-law trademarks associated with its retail grocery chain and its
2 products.

3 2. Upon information and belief, Defendant Michael Norman Hallatt is an
4 individual residing in Vancouver, British Columbia, Canada, with a mailing address of
5 2348 West 4th Avenue, Vancouver, British Columbia, Canada V6K 1P2.

6 3. Upon information and belief, Michael Norman Hallatt does business or has
7 done business as Pirate Joe's and/or Transilvania Trading.

8 4. Upon information and belief, Pirate Joe's is a company based in Vancouver,
9 British Columbia, Canada, with a principal place of business at 2348 West 4th Avenue,
10 Vancouver, British Columbia, Canada V6K 1P2.

11 5. Upon information and belief, Transilvania Trading is a company based in
12 Vancouver, British Columbia, Canada, with a principal place of business at 3474 West
13 Broadway, Vancouver, British Columbia, Canada V6R 2B3.

14 6. Trader Joe's is ignorant of the true names and capacities of the defendants
15 sued herein under the fictitious names DOES 1 through 10 inclusive. Trader Joe's will seek
16 leave of court to amend this complaint to allege such names and capacities when they are
17 ascertained. Trader Joe's is informed and believes, and based thereon alleges, that each of
18 the fictitiously named DOE defendants is responsible in some manner for the wrongful
19 conduct alleged herein. Trader Joe's further alleges that each defendant acted in concert
20 with, as agent or representative for, or at the request or on the behalf of one or more of the
21 defendants identified in paragraphs 2-5 above.

22 **JURISDICTION AND VENUE**

23 7. This action asserts claims arising under the Lanham Act, 15 U.S.C. §§
24 1114(1), 1125(a) and 1125(c). This Court has federal question jurisdiction over these
25 claims pursuant to 15 U.S.C. § 1121, and 28 U.S.C. §§ 1331, 1338(a) and 1338(b). This
26 Court also has subject matter jurisdiction over Trader Joe's state law claims pursuant to the

1 principles of pendant jurisdiction under 28 U.S.C. § 1367(a).

2 8. This Court has personal jurisdiction over Defendants because, *inter alia*,
3 Defendants transact business in the State of Washington, engage in a persistent course of
4 conduct in the State of Washington, expect or reasonably should expect their acts to have
5 legal consequences in the State of Washington, and because Defendants' acts have caused
6 harm and continue to cause harm to Trader Joe's in the State of Washington.

7 9. Venue is proper in the Western District of Washington pursuant to 28 U.S.C.
8 § 1391 because a substantial part of the events giving rise to the claims asserted in this
9 action occurred in the Western District of Washington, Defendants expect or reasonably
10 should expect their acts to have legal consequences in the District, and because Defendants'
11 acts have caused harm and continue to cause harm to Trader Joe's in the Western District of
12 Washington.

13 **FACTUAL BACKGROUND**

14 **The Trader Joe's Story**

15 10. Trader Joe's, one of the most popular grocery retailers in the United States,
16 comes from humble beginnings. In 1958, Joe Coloumbe opened a small but successful
17 chain of convenience stores in the Los Angeles area called "Pronto Markets."

18 11. Over the next several years, Coloumbe completely redesigned Pronto
19 Markets, and by 1967, his renamed "Trader Joe's" stores were offering a full grocery
20 selection against the backdrop of the Company's now famous "South Pacific" store design.

21 12. Trader Joe's has always prided itself on its carefully chosen high-quality and
22 unique food selection. Today, the name "Trader Joe's" is synonymous with high-quality,
23 affordable groceries.

24 13. More than 390 Trader Joe's grocery stores now operate in 30 states and the
25 District of Columbia, including 14 stores in the state of Washington. The widespread
26 success of Trader Joe's is due in large part to its carefully cultivated reputation and its

1 consistent focus on product and service quality.

2 14. Trader Joe's and its trademarks are also well known in Canada. Many
3 Canadian customers regularly cross the border into the United States to shop at Trader Joe's
4 stores. More than forty percent of the credit card transactions at Trader Joe's Bellingham,
5 Washington store are with non-U.S. residents. Moreover, as of April 14, 2013, 49 out of 88
6 Yelp.com reviews for the Trader Joe's store in Bellingham, Washington were posted by
7 Yelp.com users who identified themselves as current residents of Canada.

8 **Trader Joe's Intellectual Property Rights**

9 15. Trader Joe's uses the mark TRADER JOE'S to identify not only its retail
10 stores and services, but also the majority of the goods it sells at its retail stores. Of the
11 approximately 4,000 items Trader Joe's stocks at its stores, about eighty percent bear the
12 TRADER JOE'S mark. These products include TRADER JOE'S Organic Hummus Dip,
13 TRADER JOE'S Mac & Cheese Bites, TRADER JOE'S Gummy Multivitamin Dietary
14 Supplement, TRADER JOE'S Organic Reduced Sugar Raspberry Preserves, TRADER
15 JOE'S Charmingly Chewy Chocolate Chip Cookies, TRADER JOE'S Ready to Bake
16 Brownies, TRADER JOE'S Milk Chocolate Covered Potato Chips, TRADER JOE'S
17 Roasted Garlic Salsa, TRADER JOE'S Macaroni & Cheese, TRADER JOE'S Beef Recipe
18 Jerky Strips, TRADER JOE'S Salt and Vinegar Potato Chips, TRADER JOE'S Organic
19 Lentil Vegetable Soup, TRADER JOE'S Organic Cornflakes, TRADER JOE'S Organic
20 Creamy Tomato Soup, TRADER JOE'S Gluten Free Rice Pasta, TRADER JOE'S Low
21 Calorie Lemonade, TRADER JOE'S Extra Virgin California Estate Olive Oil, TRADER
22 JOE'S Tea Tree Tingle Conditioner, TRADER JOE'S Hot and Sweet Mustard, TRADER
23 JOE'S Himalayan Pink Salt Crystals, TRADER JOE'S Tomato Paste Vine-Ripened
24 Tomatoes, TRADER JOE'S Organic Whole Wheat Spaghetti, TRADER JOE'S Brown
25 Rice Medley, TRADER JOE'S Multigrain Tortilla Chips, and TRADER JOE'S Dark
26 Chocolate Bars.

1 16. The United States Patent and Trademark Office (“USPTO”) has granted
2 Trader Joe’s Trademark Registration No. 2,171,157 for the trademark TRADER JOE’S for
3 “retail store services in the field of specialty foods and beverages” in International Class 42.
4 This registration is valid, subsisting and incontestable pursuant to 15 U.S.C. § 1065.

5 17. The USPTO has also granted Trader Joe’s Trademark Registration No.
6 4,001,533 for the trademark TRADER JOE’S for “retail grocery services” in International
7 Class 35.

8 18. Trader Joe’s has further obtained numerous United States trademark
9 registrations for the TRADER JOE’S trademarks used in connection with TRADER JOE’S-
10 branded goods, including but not limited to Registration No. 2,160,601 in International
11 Class 29 (meats and processed foods); Registration No. 1,424,176 in International Class 30
12 (staple foods); and Registration No. 2,158,990 in International Class 32 (beverages). Each
13 of these registrations is valid, subsisting and incontestable pursuant to 15 U.S.C. § 1065.
14 True and correct copies of these registrations are attached as Exhibit 1.

15 19. Food and beverage products carrying the TRADER JOE’S mark are sold
16 exclusively at Trader Joe’s retail grocery stores. To ensure that the TRADER JOE’S mark
17 is associated only with goods of the highest quality, Trader Joe’s maintains strict standards
18 for the handling, storage, and packaging of its goods.

19 20. Trader Joe’s has advertised for more than 40 years over the radio, through its
20 extensive monthly mailing list, and by word of mouth. Trader Joe’s Fearless Flyer
21 newsletter has more than 200,000 subscribers.

22 21. Trader Joe’s also operates a website at the address www.traderjoes.com,
23 featuring its distinctive red lettering and South Pacific theme. The Trader Joe’s website
24 receives 700,000 visitors monthly — a particularly high number given that customers
25 cannot place orders on the Trader Joe’s website.

26 22. As a result of the tremendous success of Trader Joe’s and the vast

1 advertising and promotional efforts and expenditures undertaken by Trader Joe’s, the
2 TRADER JOE’S trademarks have come to symbolize extraordinary goodwill and have
3 achieved great fame both within and outside the United States.

4 **DEFENDANTS’ INFRINGEMENT OF**
5 **TRADER JOE’S INTELLECTUAL PROPERTY RIGHTS**

6 23. Defendants own and operate a grocery store in Vancouver, British
7 Columbia, Canada operating under the name “Pirate Joe’s.”

8 24. Defendants previously owned and operated a grocery store in Vancouver,
9 British Columbia, Canada that operated under the name “Transilvania Trading.”

10 25. Defendants and/or individuals operating at Defendants’ direction have
11 purchased and continue to purchase TRADER JOE’S-brand products at Trader Joe’s retail
12 stores multiple times each week, including at the Trader Joe’s retail store located in
13 Bellingham, Washington.

14 26. Without Trader Joe’s approval or authorization, Defendants and/or
15 individuals operating at Defendants’ direction have transported and continue to transport
16 TRADER JOE’S-brand products, including perishable frozen food products, across the
17 United States border with Canada.

18 27. Without Trader Joe’s approval or authorization, Defendants have re-sold and
19 are currently re-selling TRADER JOE’S-brand products at Pirate Joe’s and/or Transilvania
20 Trading.

21 28. Defendants have re-sold and are re-selling only Trader Joe’s products at
22 Pirate Joe’s and/or Transilvania Trading, including but not limited to TRADER JOE’S
23 Organic Hummus Dip, TRADER JOE’S Mac & Cheese Bites, TRADER JOE’S Gummy
24 Multivitamin Dietary Supplement, TRADER JOE’S Organic Reduced Sugar Raspberry
25 Preserves, TRADER JOE’S Charmingly Chewy Chocolate Chip Cookies, TRADER JOE’S
26 Ready to Bake Brownies, TRADER JOE’S Milk Chocolate Covered Potato Chips,

1 TRADER JOE'S Roasted Garlic Salsa, TRADER JOE'S Macaroni & Cheese, TRADER
2 JOE'S Beef Recipe Jerky Strips, TRADER JOE'S Salt and Vinegar Potato Chips,
3 TRADER JOE'S Organic Lentil Vegetable Soup, TRADER JOE'S Organic Cornflakes,
4 TRADER JOE'S Organic Creamy Tomato Soup, TRADER JOE'S Gluten Free Rice Pasta,
5 TRADER JOE'S Low Calorie Lemonade, TRADER JOE'S Extra Virgin California Estate
6 Olive Oil, TRADER JOE'S Tea Tree Tingle Conditioner, TRADER JOE'S Hot and Sweet
7 Mustard, TRADER JOE'S Himalayan Pink Salt Crystals, TRADER JOE'S Tomato Paste
8 Vine-Ripened Tomatoes, TRADER JOE'S Organic Whole Wheat Spaghetti, TRADER
9 JOE'S Brown Rice Medley, TRADER JOE'S Multigrain Tortilla Chips, and TRADER
10 JOE'S Dark Chocolate Bars. All products were and are being sold in their original
11 packaging bearing the TRADER JOE'S trademarks.

12 29. On information and belief, Defendants have re-sold and are re-selling Trader
13 Joe's products at significantly higher prices than Trader Joe's charges for the same
14 products.

15 30. In addition to the re-sale of TRADER JOE'S-brand products in their store,
16 Defendants have engaged in other conduct that misleads and deceives consumers into
17 falsely believing that Pirate Joe's and/or Transilvania Trading have been authorized or
18 approved by Trader Joe's. For example, Defendants have placed a sandwich board outside
19 of their retail store containing the phrase "We Sell Trader Joe's!" A sticker bearing the
20 phrase "I [heart] TJ" is affixed to the back of Defendants' cash register. Defendants also
21 provide customers with shopping bags from Trader Joe's, which prominently display the
22 TRADER JOE'S trademark. Moreover, Defendants maintain a website at
23 www.piratejoes.ca ("Pirate Joe's Website"), which features elements of Trader Joe's
24 famous trade dress.

25 31. Defendants' retail store is also visually similar to Trader Joe's stores,
26 imitating Trader Joe's famous "South Pacific" trade dress. Indeed, one of Defendants'

1 employees admitted to an investigator that “we’re pirating Trader Joe’s, sort of.”

2 32. Defendants’ prominent display of Trader Joe’s trademarks and other
3 intellectual property and their flagrant attempts to pass themselves off as an approved
4 retailer of TRADER JOE’S-brand products convey the false impression that Defendants’
5 retail store is affiliated with and/or endorsed by Trader Joe’s.

6 33. To ensure the safety and consistent high quality of its products, Trader Joe’s
7 maintains strict guidelines concerning the storage and shipment of products sold in its
8 stores. Among these, Trader Joe’s also mandates temperature requirements for its fresh,
9 frozen, and other sensitive food product categories. For example, frozen foods must be kept
10 at temperatures below 10 degrees Fahrenheit and refrigerated products between 33 and 39
11 degrees Fahrenheit.

12 34. In addition to their unpermitted and deceptive use of Trader Joe’s trademarks
13 and other source-identifying elements, Defendants’ unauthorized resale of Trader Joe’s
14 products – including frozen food products and other perishable items – is conducted outside
15 the scope of Trader Joe’s stringent quality-control standards as well as its established
16 product recall practice.

17 35. Defendants’ continued infringement thus creates a material risk that
18 consumers who purchase TRADER JOE’S-brand food products that have been transported
19 to Canada by Defendants will be harmed by receiving dangerous or defective goods.
20 Indeed, Trader Joe’s is aware of at least one customer who became ill after consuming a
21 frozen food product purchased from Defendants.

22 36. Defendants’ continued infringing conduct and re-sale of Trader Joe’s
23 products at significantly higher prices also creates a material risk that Defendants’
24 customers will mistakenly believe that Trader Joe’s charges higher prices for its products,
25 contrary to Trader Joe’s reputation for offering high-quality, affordable groceries.

26 37. By creating these risks, Defendants’ activities threaten the reputation and

1 goodwill that Trader Joe's has carefully cultivated over the last 45 years.

2 **COUNT ONE – FEDERAL TRADEMARK INFRINGEMENT**

3 (15 U.S.C. § 1114(1))

4 38. Trader Joe's repeats and realleges each and every allegation contained in
5 paragraphs 1 through 37, inclusive, and incorporates them herein by reference.

6 39. Defendants' unauthorized and willful use of Trader Joe's famous trade dress,
7 product packaging images, and federally registered trademarks in connection with the
8 unauthorized re-sale of TRADER JOE'S-brand products constitutes use in commerce.
9 Such use infringes Trader Joe's exclusive rights in its federally registered trademarks,
10 explicitly misleads consumers as to the source or sponsorship of Pirate Joe's and/or
11 Transilvania Trading, and has caused and is likely to cause confusion, mistake or deception
12 as to the source of Pirate Joe's and/or Transilvania Trading, which are operated solely by
13 Defendants.

14 40. The aforesaid acts of Defendants, namely, the unauthorized and willful use
15 of Trader Joe's registered marks in connection with the display and operation of retail
16 stores constitutes trademark infringement in violation of Section 32(1) of the Lanham Act,
17 15 U.S.C. § 1114(1).

18 41. The aforesaid acts of Defendants have caused and, unless said acts are
19 restrained by this Court, will continue to cause Trader Joe's to suffer irreparable injury.

20 42. Trader Joe's has no adequate remedy at law and is therefore entitled to
21 preliminary and permanent injunctive relief.

22
23 **COUNT TWO – UNFAIR COMPETITION, FALSE ENDORSEMENT AND FALSE**
24 **DESIGNATION OF ORIGIN**

25 (15 U.S.C. § 1125(a)(1)(A))

26 43. Trader Joe's repeats and realleges each and every allegation contained in

1 paragraphs 1 through 42, inclusive, and incorporates them herein by reference.

2 44. Through the use of Trader Joe's trademarks, famous "South Pacific" trade
3 dress, retail product images, bags, and other design elements that are owned by and/or
4 publicly associated with Trader Joe's, Defendants are knowingly and intentionally
5 misrepresenting and falsely designating to the general public the affiliation, connection,
6 association, origin, source, sponsorship, endorsement and approval of Pirate Joe's and/or
7 Transilvania Trading, and intend to misrepresent and false designate to the general public
8 the affiliation, connection, association, origin, source, approval, endorsement or
9 sponsorship of Pirate Joe's and/or Transilvania Trading, so as to create a likelihood of
10 confusion by the public as to the affiliation, connection, association, origin, source,
11 approval, endorsement and sponsorship of Pirate Joe's and/or Transilvania Trading.

12 45. The aforesaid acts of Defendants constitute false endorsement, false
13 designation of origin and unfair competition in violation of 15 U.S.C. § 1125(a)(1)(A).

14 46. As a direct and proximate result of the foregoing acts of Defendants, Trader
15 Joe's has been damaged and has suffered and will continue to suffer immediate and
16 irreparable injury.

17 47. Trader Joe's has no adequate remedy at law and is therefore entitled to
18 preliminary and permanent injunctive relief.

19 **COUNT THREE – FALSE ADVERTISING**

20 **(15 U.S.C. § 1125(a)(1)(B))**

21 48. Trader Joe's repeats and realleges each and every allegation contained in
22 paragraphs 1 through 47, inclusive, and incorporates them herein by reference.

23 49. Through the use of Trader Joe's trademarks, famous "South Pacific" trade
24 dress, retail product images, bags, and other design elements that are owned by and/or
25 publicly associated with Trader Joe's, Defendants are knowingly and intentionally
26 misrepresenting the nature, characteristics, and qualities of Pirate Joe's and/or Transilvania

1 Trading, and intend to misrepresent the nature, characteristics, and qualities of Pirate Joe's
2 and/or Transilvania Trading, so as to create a likelihood of confusion by the public as to the
3 nature, characteristics, and qualities of Pirate Joe's and/or Transilvania Trading.

4 50. The aforesaid acts of Defendants constitute false advertising in violation of
5 15 U.S.C. § 1125(a)(1)(B).

6 51. As a direct and proximate result of the foregoing acts of Defendants, Trader
7 Joe's has been damaged and has suffered and will continue to suffer immediate and
8 irreparable injury.

9 52. Trader Joe's has no adequate remedy at law and is therefore entitled to
10 preliminary and permanent injunctive relief.

11 **COUNT FOUR – FEDERAL TRADEMARK DILUTION**

12 (15 U.S.C. § 1125(c))

13 53. Trader Joe's repeats and realleges each and every allegation contained in
14 paragraphs 1 through 52, inclusive, as if fully set forth herein.

15 54. The TRADER JOE'S trademarks are individually and collectively famous in
16 the United States.

17 55. Defendants' use of copies, variations, reproductions, simulations or
18 colorable imitations of the TRADER JOE'S trademarks and trade dress in connection with
19 Pirate Joe's and/or Transilvania Trading will lessen the capacity of Trader Joe's famous and
20 distinctive retail trademarks and trade dress to designate the Trader Joe's retail stores as the
21 sole origin of TRADER JOE'S-brand products

22 56. Pirate Joe's and/or Transilvania Trading's use of Trader Joe's trademarks
23 and trade dress, combined with its unauthorized resale activities, has diluted and will
24 continue to dilute and tarnish the distinctive quality of Trader Joe's famous and distinctive
25 TRADER JOE'S trademarks.

26 57. The aforesaid acts of Defendants constitute dilution by blurring by whittling

1 away the distinctiveness of Trader Joe's famous marks in violation of Section 43(c) of the
2 Lanham Act, 15 U.S.C. § 1125(c).

3 58. The aforesaid acts of Defendants also constitute dilution by tarnishment in
4 violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

5 59. As a direct and proximate result of the foregoing acts of Defendants, Trader
6 Joe's has been damaged and has suffered and will continue to suffer immediate and
7 irreparable injury.

8 60. Trader Joe's has no adequate remedy at law and is therefore entitled to
9 preliminary and permanent injunctive relief.

10 **COUNT FIVE – INJURY TO BUSINESS OR REPUTATION: DILUTION**

11 **(RCW § 19.77.160)**

12 61. Trader Joe's repeats and realleges each and every allegation contained in
13 paragraphs 1 through 60, inclusive, as if fully set forth herein.

14 62. The TRADER JOE'S trademarks are individually and collectively famous in
15 the State of Washington.

16 63. The TRADER JOE'S trademarks were famous in the State of Washington
17 prior to Defendants' past, present and threatened use of the TRADER JOE'S trademarks in
18 connection with Pirate Joe's and/or Transilvania Trading, which use injures and will injure
19 the business reputation that Trader Joe's enjoys in the State, and impairs, diminishes, and
20 trades on the TRADER JOE'S trademarks, which identify Trader Joe's goods and services.

21 64. Defendants' conduct injures and dilutes, or is intended to injure and dilute,
22 Trader Joe's reputation and the distinctive quality of the TRADER JOE'S trademarks, in
23 violation of RCW § 19.77.160.

24 65. As a direct and proximate result of the foregoing acts of Defendants, Trader
25 Joe's has been damaged and has suffered and will continue to suffer immediate and
26 irreparable injury.

1 66. Trader Joe’s has no adequate remedy at law and is therefore entitled to
2 preliminary and permanent injunctive relief.

3
4 **COUNT SIX – DECEPTIVE BUSINESS PRACTICES IN VIOLATION OF THE**
5 **CONSUMER PROTECTION ACT**

6 **(RCW § 19.86.090)**

7 67. Trader Joe’s repeats and realleges each and every allegation contained in
8 paragraphs 1 through 66, inclusive, as if fully set forth herein.

9 68. Pirate Joe’s use of the TRADER JOE’S trademarks to engage in the
10 unauthorized promotion, marketing, and resale of Trader Joe’s products not subject to
11 Trader Joe’s quality control measures is a deceptive practice occurring in trade or
12 commerce that impacts the public interest and has caused injury to Trader Joe’s.

13 69. The aforesaid acts of Defendants constitute a Deceptive Business Practice
14 pursuant to RCW § 19.86.020 *et seq.*

15 70. As a direct and proximate result of the aforesaid acts of Defendants, Trader
16 Joe’s has been damaged and has suffered and will continue to suffer immediate and
17 irreparable injury.

18 71. Trader Joe’s has no adequate remedy at law and is therefore entitled to
19 preliminary and permanent injunctive relief.

20
21 **RELIEF SOUGHT**

22 WHEREFORE, Plaintiff Trader Joe’s prays that:

23 A. Judgment be entered in favor of Trader Joe’s and against Defendants as to
24 each of the above Counts;

25 B. Defendants pay damages incurred by Trader Joe’s as a result of the
26 trademark infringement, false designation of origin, false endorsement, false advertising,

1 deceptive practices, injury to business reputation and dilution perpetrated by Defendants,
2 including, but not limited to, (1) in the case of Defendants' violation of 15 U.S.C.
3 § 1125(a), treble damages and attorney's fees, and (2) in the case of Defendants' violation
4 of RCW 19.86.020, treble damages (up to the maximum allowed) and attorney's fees;

5 C. An accounting be ordered to determine the profits realized by Defendants
6 due to the unauthorized use of the TRADER JOE'S trademarks and Defendants' other
7 infringing activities in the operation of Pirate Joe's and/or Transilvania Trading;

8 D. The Court issue an injunction restraining, enjoining and prohibiting
9 Defendants and any of their officers, directors, agents, servants, employees, representatives,
10 successors, assigns, attorneys, licensees, distributors and all persons in active concert or
11 participation with Defendants from directly or indirectly:

12 i. using the TRADER JOE'S trademarks or any confusingly similar
13 designations, alone or in combination with other words, as a trademark, service mark or
14 trade name, to identify, market, distribute, advertise, promote, to offer for sale or to operate
15 Pirate Joe's, Transilvania Trading, or any related goods or services;

16 ii. otherwise infringing the TRADER JOE'S trademarks;

17 iii. engaging in the unauthorized offering for resale of Trader Joe's products;

18 and

19 iv. continuing acts of false designation of origin or unfair trade practices herein
20 complained of, or doing any acts that may cause consumers to falsely believe that
21 Defendants' goods or services are affiliated with, associated with, authorized by, sponsored
22 by, and/or endorsed by Trader Joe's.

23 E. Defendants be directed to file with this Court and to serve on Trader Joe's
24 within ten (10) days after issuance of an injunction, a report in writing, under oath, setting
25 forth in detail the manner and form in which Defendants have complied with the injunction;

26 F. Defendants be required to deliver up for destruction all goods, signs,

1 packaging, literature, advertising and other materials bearing the TRADER JOE'S
2 trademarks or any confusingly similar name or mark, or colorable imitation thereof, used in
3 connection with Pirate Joe's and/or Transilvania Trading;

4 G. Defendants be required to remove all TRADER JOE'S trademarks and any
5 other elements likely to cause confusion with Trader Joe's from the Pirate Joe's Website,
6 the Website's URL, HTML code, search engine query terms, search engine advertising
7 keywords, and any other electronic communications hosts, links and devices;

8 H. Defendants be ordered to pay costs of this action, including attorney's fees
9 incurred by Trader Joe's in connection with Defendants' infringement; and

10 I. Such other and further relief as this Court deems just and proper.

11 DATED this 1st day of May, 2013.

12
13 **YARMUTH WILSDON PLLC**

14 By /s/ Scott T. Wilsdon

15 By /s/ Jeremy E. Roller

16 Scott T. Wilsdon, WSBA No. 20608

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24
25 **O'MELVENY & MYERS LLP**

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Attorneys for Plaintiff Trader Joe's Company

Exhibit 1

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,171,157

United States Patent and Trademark Office

Registered July 7, 1998

**SERVICE MARK
PRINCIPAL REGISTER**

TRADER JOE'S

TRADER JOE'S COMPANY (CALIFORNIA
CORPORATION)
538 MISSION STREET
SOUTH PASADENA, CA 910306270

FIRST USE 8-0-1967; IN COMMERCE
8-0-1967.
OWNER OF U.S. REG. NOS. 1,420,628, 1,733,844
AND OTHERS.

SER. NO. 75-285,794, FILED 5-3-1997.

FOR: RETAIL STORE SERVICES IN THE
FIELD OF SPECIALTY FOODS AND BEVER-
AGES, IN CLASS 42 (U.S. CLS. 100 AND 101).

JOHN SCHUYLER YARD, EXAMINING AT-
TORNEY

United States of America

United States Patent and Trademark Office

TRADER JOE'S

Reg. No. 4,001,533

Registered July 26, 2011

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

TRADER JOE'S COMPANY (CALIFORNIA CORPORATION)
800 SOUTH SHAMROCK AVENUE
MONROVIA, CA 91016

FOR: RETAIL GROCERY SERVICES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-1-1967; IN COMMERCE 1-1-1967.

THE MARK CONSISTS OF THE WORDS "TRADER JOE'S" IN A STYLIZED FONT.

SER. NO. 85-146,783, FILED 10-6-2010.

COLLEEN KEARNEY, EXAMINING ATTORNEY



David J. Kappas

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or
reminder of these filing requirements.**

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

Int. Cl.: 29

Prior U.S. Cl.: 46

Reg. No. 2,160,601

United States Patent and Trademark Office

Registered May 26, 1998

TRADEMARK
PRINCIPAL REGISTER

TRADER JOE'S

TRADER JOE'S COMPANY (CALIFORNIA CORPORATION)
538 MISSION STREET
SOUTH PASADENA, CA 910306270

FOR: PROCESSED FRUITS, CANNED FRUITS, BOTTLED FRUITS, DRIED FRUITS, PRESERVED FRUITS FROZEN FRUITS, FRUIT CHIPS, FRUIT PASTE, FRUIT PECTIN, FRUIT PEELS, FRUIT PULPS, FRUIT RINDS, FRUIT SALADS, FRUIT SAUCES, FRUIT TOPPING, FRUIT-BASED SNACK FOOD, FRUIT PRESERVES AND CONSERVES, FRUIT-BASED FILINGS FOR CAKES AND PIES, FRUIT-BASED SPREADS, CUT OR SLICED FRESH FRUITS, APPLESAUCE, PROCESSED APPLES, PROCESSED APRICOTS, BANANA CHIPS, PROCESSED BLUEBERRIES, PROCESSED CHERRIES, MARASCHINO CHERRIES, PROCESSED LEMONS, PROCESSED ORANGES, PROCESSED PEACHES, PROCESSED PEELS, RAISINS, CRANBERRY SAUCE, CRYSTALLIZED FRUIT, JAMS, JELLIES, LEMON CURD, MARMALADE, PROCESSED DATES, PROCESSED ARTICHOKEs, PROCESSED ASPARAGUS, PROCESSED AVOCADOS, PROCESSED BEANS, BAKED BEANS, DRIED BEANS, PROCESSED BEETS, PROCESSED OLIVES, PROCESSED MUSHROOMS, PROCESSED ONIONS, PROCESSED PEPPERS, PROCESSED PIMIENTOS, PROCESSED POTATOES, PROCESSED TOMATOES, CANNED SOYBEANS, POTATO CHIPS, YUCCA CHIPS, COLE SLAW, DRIED SOYBEANS, FRENCH FRIED POTATOES, GHERKINS, GUACAMOLE, INSTANT POTATOES, LENTILS, ONION RINGS, PICKLED VEGETABLES, PICKLES, POTATO CRISPS, POTATO PANCAKES, PRESERVED

TRUFFLES, PROCESSED CORN, SALADS (EXCEPT MACARONI, RICE AND PASTA SALAD), SAUERKRAUT, VEGETABLE SALADS, PROCESSED VEGETABLES, TOMATO PASTE, TOMATO PUREE, TEXTURED VEGETABLE PROTEIN FOR USE AS A MEAT EXTENDER, TOFU, PROCESSED PUMPKIN SEEDS, PROCESSED ALMONDS, PROCESSED COCONUT, EDIBLE OILS, PEANUT BUTTER, NUT BUTTER, BUTTER, BUTTER SUBSTITUTES, CHOCOLATE NUT BUTTER, COOKING OIL, PROCESSED EDIBLE SEEDS, RENNET, CANDIED FRUIT AND CANDIED FRUIT SNACKS AND CANDIED NUTS, SALAD OIL, PROCESSED NUTS, TAHINI, VEGETABLE OIL, PROCESSED ANCHOVIES, PROCESSED CLAMS, CAVIAR, BACON, BEEF, CORNED BEEF, ROAST BEEF, BOLOGNA, CHICKEN, CHICKEN AND DUMPLINGS, SEAFOOD, SOUPS, BOUILLON, SOUP BROTH, SOUP MIXES, CHOWDER, CLAM JUICE, CHILI, CHOP SUEY, CHOW MEIN, PROCESSED CRAYFISH, VEGETABLE CROQUETTES, FISH, FISH AND CHIPS, FISH FILLETS, HAM, HAMBURGER MEAT, HOT DOGS, JERKY, LIVER PASTE, LUNCHEON MEATS, MEAT, MEAT SUBSTITUTES, PATE, PORK, PORK RINDS, POULTRY, POULTRY SUBSTITUTES, PROCESSED PRAWNS, PROCESSED LAMB, SALAMI, SALMON, MAYONNAISE-BASED SANDWICH SPREAD, SARDINES, SAUSAGES, SHELLFISH, PROCESSED SHRIMP, SMOKED SALMON, LOX, TUNAFISH, TURKEY, VEAL, CREAM CHEESE, CHEESE, CHEESE SPREADS, CHEESE SUBSTITUTES, CHEESE AND CRACKER COMBINATIONS, MILK, HALF AND HALF MILK AND CREAM MIXTURE, NON-DAIRY CREAMER, ACIDOPH-

ILUS MILK, CHOCOLATE MILK, CREAM, WHEY-BASED FOOD BEVERAGES, SOY-BASED FOOD BEVERAGES USED AS A MILK SUBSTITUTE, DAIRY-BASED FOOD BEVERAGES, DAIRY-BASED CHOCOLATE FOOD BEVERAGES, VEGETABLE-BASED FOOD BEVERAGES, VEGETABLE-BASED CHOCOLATE FOOD BEVERAGES, COTTAGE CHEESE, DAIRY PRODUCTS (EXCLUDING ICE CREAM, ICE MILK AND FROZEN YOGURT), DAIRY-BASED DIPS, DIPS (EXCLUDING SALSA AND OTHER SAUCES USED

AS DIPS), EGG NOG, EGG SUBSTITUTE, EGGS, MARGARINE, MARGARINE SUBSTITUTES, SOUR CREAM SUBSTITUTES, SOUR CREAM, WHIPPING CREAM AND YOGURT, PROCESSED GARLIC, IN CLASS 29 (U.S. CL. 46).

FIRST USE 2-0-1977; IN COMMERCE 2-0-1993.

SER. NO. 75-299,807, FILED 5-28-1997.

MONTIA O. GIVENS, EXAMINING ATTORNEY

Int. Cl.: 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office

Reg. No. 1,424,176

Registered Jan. 6, 1987

**TRADEMARK
PRINCIPAL REGISTER**

TRADER JOE'S

TRADER JOE'S COMPANY (CALIFORNIA
CORPORATION)
538 MISSION STREET
SOUTH PASADENA, CA 910306270

BRAN, PASTRY AND MOLASSES, IN CLASS 30
(U.S. CL. 46).

FIRST USE 2-0-1980; IN COMMERCE
2-0-1980.

SER. NO. 597,966, FILED 5-12-1986.

FOR: COFFEE, COFFEE BEANS, TEA,
HONEY, CHOCOLATE, FLOUR, WHEAT

JULIE B. SEYLER, EXAMINING ATTORNEY

Int. Cl.: 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office

Reg. No. 1,424,176

Registered Jan. 6, 1987

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538 MISSION STREET
SOUTH PASADENA, CA 910306270

BRAN, PASTRY AND MOLASSES, IN CLASS 30
(U.S. CL. 46).

FIRST USE 2-0-1980; IN COMMERCE
2-0-1980.

FOR: COFFEE, COFFEE BEANS, TEA,
HONEY, CHOCOLATE, FLOUR, WHEAT

SER. NO. 597,966, FILED 5-12-1986.

JULIE B. SEYLER, EXAMINING ATTORNEY

Int. Cl.: 32

Prior U.S. Cls.: 45, 46 and 48

United States Patent and Trademark Office

Reg. No. 2,158,990

Registered May 19, 1998

**TRADEMARK
PRINCIPAL REGISTER**

TRADER JOE'S

TRADER JOE'S COMPANY (CALIFORNIA
CORPORATION)
538 MISSION STREET
SOUTH PASADENA, CA 910306270

FOR: ALE, BEER, NONALCOHOLIC MALT
BEVERAGE, NON-ALCOHOLIC PUNCH, NON-
ALCOHOLIC COCKTAIL MIXES, CARBONAT-
ED AND NON-CARBONATED SOFT DRINKS,
COLAS, GINGER ALE, GINGER BEER, FRUIT
FLAVORED SOFT DRINKS, SOFT DRINKS
FLAVORED WITH TEA, FRUIT JUICES,
FRUIT JUICE CONCENTRATES, AERATED
FRUIT JUICES, FRUIT DRINKS, FRUIT NEC-
TARS, FRUIT PUNCH, SWEET CIDER, LEM-
ONADE, SYRUP FOR MAKING LEMONADE,
SYRUPS AND ESSENCES FOR USE IN

MAKING SOFT DRINKS, TOMATO JUICE,
VEGETABLE JUICES, ALOE VERA JUICE,
SPORTS DRINKS, MINERAL WATER, SELT-
ZER WATER, SODA WATER, SPRING WATER,
AERATED WATER, DRINKING WATER,
LITHIA WATER, MINERAL WATER, QUININE
WATER AND TABLE WATER, IN CLASS 32
(U.S. CLS. 45, 46 AND 48).

FIRST USE 11-0-1978; IN COMMERCE
2-0-1993.

OWNER OF U.S. REG. NO. 1,422,216.

SER. NO. 75-299,824, FILED 5-28-1997.

MONTIA O. GIVENS, EXAMINING ATTOR-
NEY