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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

SEATTLE METROPOLITANS HOCKEY
LLC, a Washington limited liability company,

Plaintiff,

v.

SEATTLE HOCKEY PARTNERS LLC, a
Delaware limited liability company,

Defendant.

Civil Action No. 23-cv-1989

COMPLAINT FOR TRADEMARK
INFRINGEMENT AND FALSE
DESIGNATION OF ORIGIN AND
UNFAIR COMPETITION, CONSUMER
PROTECTION ACT VIOLATION,
UNJUST ENRICHMENT, CONVERSION,
AND TORTIOUS INTEFERENCE

JURY TRIAL REQUESTED

Plaintiff Seattle Metropolitans Hockey LLC (“Seattle Metropolitans”) hereby alleges the following causes of action against Defendant.

I. NATURE OF THE ACTION

1. This is an action for injunctive relief and monetary damages arising out of Defendant’s unauthorized use of Seattle Metropolitans’ famous “S” logo and SEATTLE METROPOLITANS word trademarks and trade dress in association with apparel, hockey paraphernalia, organizing, arranging and conducting ice hockey games, fundraising services for youth hockey programs and skating rinks, museum and display services pertaining to an historical Seattle professional ice hockey team, and other hockey-related services, resulting in infringement of Seattle Metropolitans’



1 rights, as well as federal and state unfair competition based on the manner in which Defendant has
2 mislead the public regarding the source for products and related services, unjust enrichment,
3 conversion, and tortious interference.

4 **II. PARTIES**

5 2. Plaintiff Seattle Metropolitans is a Washington limited liability company having its
6 principal place of business in Bellevue, Washington.

7 3. Defendant Seattle Hockey Partners LLC is a Delaware limited liability company
8 with a principal place of business at 10601 Fifth Avenue, Suite 100, Seattle, Washington 98125,
9 and a registered agent as follows: CT Corporation System, 711 Capitol Way S., Suite 204,
10 Olympia, Washington 98501. On information and belief, Defendant is owned, controlled and/or
11 managed by various other entities and individuals including Slapshot LLC, FW-Puck LLC, David
12 Bonderman, Jerry Bruckheimer and Tod Leiweke.

13 **III. JURISDICTION AND VENUE**

14 4. This action arises, in part, under the trademark laws of the United States of
15 America, 15 U.S.C. § 1051 et seq. Jurisdiction over the trademark infringement, false designation
16 of origin and federal unfair competition claims is conferred upon this Court by 28 U.S.C. §§ 1331
17 and 1338. Supplemental jurisdiction is conferred upon this Court over the related state claims as
18 they are derived from a common nucleus of operative fact that form part of the same case or
19 controversy. 28 U.S.C. § 1367(a). The amount in controversy exceeds \$75,000 exclusive of interest
20 and costs.

21 5. Personal jurisdiction and venue are proper in this Court pursuant to
22 28 U.S.C. § 1391. This Court has personal jurisdiction over Defendant and over the subject matter
23 of this dispute and venue is proper in this Court because the matters giving rise to this complaint
24 occurred in King County, all parties transact business in King County, and all parties have an office
25 for the transaction of business in King County. Accordingly, Defendant maintains minimum
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1 contacts with Washington and this District that are more than sufficient to subject Defendant to
 2 service of process in compliance with due process of law.

3 IV. FACTUAL ALLEGATIONS

4 A. Seattle Metropolitans' Business and Trademark Rights


5 6. Seattle Metropolitans was formed in 2021 to continue and expand the life-long
 6 passion of its founder and sole member Paul Kim. Paul grew up in Seoul, South Korea. He had
 7 asthma, and his mother wanted him to find something to play away from dirt and pollen, and his
 8 cousin played hockey. When he saw his first game, he fell in love. He played hockey in Seoul from
 9 ages 8 to 10, then the family moved to the Seattle area, where he continued to play, eventually
 10 with the Sno-King Amateur Hockey Association and at Western Washington University. While he
 11 was trying to learn English, his teacher gave him a book about Seattle hockey history, where he
 12 learned how Seattle Metropolitans of the Pacific Coast Hockey Association won the Stanley Cup
 13 in 1917 when it defeated the Montreal Canadiens of the National Hockey Association 3-1 in a
 14 best-of-five series in Seattle to become the first American team to win the Cup.

15 7. Towards the end of college, Paul decided that he wanted to do something involving
 16 his passion—hockey. He realized the 100th anniversary of the founding of Seattle Metropolitans
 17 was coming up in 2015 and found nothing arranged for its commemoration. In 2014, long before
 18 the NHL approved Seattle's expansion team in late 2018 or the Seattle Kraken began to play in




19 the 2021-22 season, Paul acquired the trademark rights to the distinctive “S” logo,
 20 the SEATTLE METROPOLITANS mark and green, red and white colors and
 21 horizontal patterns, and embarked on a quest to revive the memory of Seattle's
 22 championship hockey team.

23 8. Paul immediately began the process of perfecting his rights, filing for and
 24 eventually obtaining federal trademark registration of the “S” logo and word marks used for
 25 apparel, hockey paraphernalia, and hockey-related services, as follows:
 26

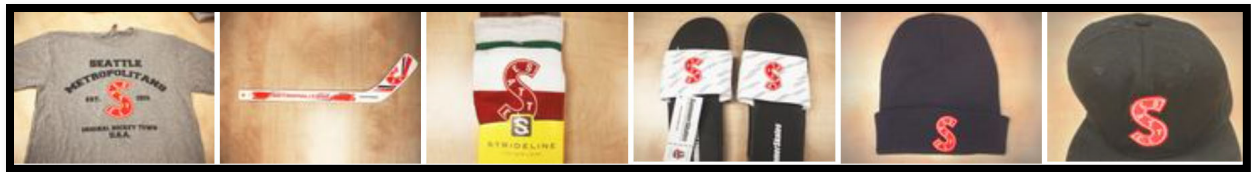
Mark	Reg No.	Date	Goods/Services
	4928419	29 Mar 2016	Cl. 25: Baseball caps and hats; Beanies; Pants; Shirts; Sleepwear; Socks; Sports jerseys; Sweat pants; Sweat shirts; Sweaters
SEATTLE METROPOLITANS	5103397	20 Dec 2016	Cl. 25: Baseball caps and hats; Beanies; Pants; Shirts; Sleepwear; Socks; Sports jerseys; Sweat pants; Sweat shirts; Sweaters
SEATTLE METROPOLITANS	6777676	5 Jul 2022	Cl. 36: Fundraising services by means of organizing, arranging and conducting fundraising events to benefit failing local small businesses, and fundraising services by means of raising funds for youth hockey programs and skating rinks. Cl. 41: Museum services, namely, display of memorabilia and artifacts pertaining to an historical Seattle professional ice hockey team, and providing a website featuring information regarding the history of this ice hockey team; conducting guided walking tours of a city and its landmarks; and organizing, arranging, and conducting of ice hockey games.

The U.S. registrations for the “S” logo and word mark for apparel are incontestable, confirming their validity and strength. Seattle Metropolitan is also the owner of the following pending trademark application for the “S” logo:

Mark	Ser. No.	Date	Goods/Services
	98331136	26 Dec 2023	Cl. 41: Museum services, namely, display of memorabilia and artifacts pertaining to an historical Seattle professional ice hockey team, and providing a website featuring information regarding the history of this ice hockey team; conducting guided walking tours of a city and its landmarks; and organizing, arranging, and conducting of ice hockey games

9. Paul also promptly began acquiring significant common law rights based on substantial promotion, marketing and sales of apparel and hockey paraphernalia, and organizing, arranging and conducting ice hockey games and providing fundraising services for youth hockey programs and skating rinks and museum and display services pertaining to an historical Seattle professional ice hockey team—Seattle Metropolitan—and other hockey-related services throughout the Puget Sound, across the United States and to many parts of the world. As reported

1 in the Puget Sound Business Journal in its June 16, 2017 article, by then Paul was marketing and
 2 selling “S” logo and word mark hats, T-shirts, jerseys and hockey paraphernalia online to the world
 3 as well as through seven sporting goods stores, arena pro shops and at tables set up at youth hockey
 4 tournaments across the Washington State, which sales were successful, according to Play it Again
 5 Sports in Lynnwood, Washington. ([https://www.bizjournals.com/seattle/news/2017/06/16/make-](https://www.bizjournals.com/seattle/news/2017/06/16/make-seattle-skate-again.html)
 6 [seattle-skate-again.html](https://www.bizjournals.com/seattle/news/2017/06/16/make-seattle-skate-again.html)).



10 10. For more than eight years, since 2015, Seattle Metropolitan (or its predecessor)
 11 have sold or licensed tens of thousands of branded products resulting in hundreds of thousands of
 12 dollars in sales across the state, country and world. Branded products include jerseys, T-shirts,
 13 sweatshirts, hats, beanies, pants, shoes, socks, masks, banners, and stickers, as well as a variety of
 14 types of hockey paraphernalia. Below are just a few examples:



1 11. Branded products have continuously been marketed and sold at both retail and
2 wholesale at a variety of online outlets, for example www.seattle-metropolitans.com via resell on
3 Amazon and eBay, as well as at many brick and mortar retailers via their corresponding online
4 portals, including: Play it Again Sports, Hockey Source, Hockey Wolf, Elevate Sporting, Simply
5 Seattle, Pro Image, and most Bartell Drugs, along with the majority of ice hockey specific stores
6 in Washington.

7 12. Seattle Metropolitans has marketed throughout the world and has sold branded
8 products into at least 34 U.S. states as well as in other countries.

9 13. Seattle Metropolitans have multiple licensees, including Strideline, Ruffneck
10 Scarves, Alexander Global, Simply Seattle, Ebbets Field, Bench Clearers, Hockey Wolf, and
11 Seattle Junior Metropolitans Youth Hockey.

12 14. Seattle Metropolitans have
13 organized, arranged and conducted ice hockey
14 games through in Pacific Northwest and
15 sponsored or assisted many regional hockey
16 programs while promoting its “S” logo and
17 SEATTLE METROPOLITANS brands.

18 Between 2015 and 2022, Seattle Metropolitans
19 promoted many ticketed hockey events that
20 were attended by thousands (and viewed by
21 likely tens of thousands) and generated
22 hundreds of thousands of dollars for local and
23 regional hockey programs. These events were
24 often conducted in association with the Hockey
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Hall of Fame, which recognized Seattle
Metropolitans' unique position as owner of the
famous brand and hockey legacy. These events
received substantial local and national press and
media coverage, including from such outlets as
the New York Times, Sports Illustrated, ESPN,

King5, Komo4, Fox13, Seattle Times, Golfers Digest, and more, exposing millions of people to
Seattle Metropolitans brands. Seattle Metropolitans has licensed the Seattle Junior Metropolitans
(fka the Seattle Junior Admirals), the original youth hockey association for kids living in Settle-
Mukilteo for the past 50 years, to the benefit of roughly 700 families in that area.

15. Based on Seattle Metropolitans' exclusive, consistent and substantial use of the "S"
logo and SEATTLE METROPOLITANS mark in interstate and international commerce, it has
earned common law rights and become a strong and famous mark associated with Seattle
Metropolitans and all facets of hockey in the greater Puget Sound area. Indeed, as early as 2017,
the Puget Sound Business Journal branded Paul as "hockey's unlikely ambassador to the Pacific
Northwest" and the "*de facto* ambassador of the [Seattle Metropolitans]:"



Paul Kim owns the U.S. trademark rights to the famed Seattle Metropolitans name and distinctive green, red and white colors and team logo. He's become a de facto ambassador of the team, reviving the brand while trying to make a living selling retro themed team merchandise. Here, Kim is seen wearing a replica jersey made for the Seattle Thunderbirds junior hockey team, who wore them in a game in 2015.

1 16. In its December 24, 2018 feature article, NHL.com noted Paul’s ownership of
 2 Seattle Metropolitan’s logo and name and commended his efforts as “an enterprising fan [who]
 3 dusted off the [Seattle Metropolitan’s] history and brought it to life again.”
 4 ([https://www.nhl.com/news/seattle-nhl-expansion-team-can-build-on-legacy-of-metropolitans-
 5 303234234](https://www.nhl.com/news/seattle-nhl-expansion-team-can-build-on-legacy-of-metropolitans-303234234)).

6 17. The Seattle Metropolitan’s continuous use of its marks predates Defendant’s
 7 alleged first use dates. Thus, Seattle Metropolitan’s has priority over any use of the mark that may
 8 be claimed by Defendant.

9 **B. Defendant’s Knowledge of Seattle Metropolitan’s, Bad-Faith Negotiations and**
 10 **Wrongful Actions**

11 18. Defendant has long known about Paul, his ownership and use of the “S” logo and
 12 SEATTLE METROPOLITANS mark, and the association it has to the legacy of Seattle
 13 Metropolitan’s hockey team that Seattle Metropolitan’s has created over nearly the past decade.

14 19. As news of the NHL’s potential return to Seattle made headlines in early 2018, Paul
 15 reached out to executives of the Oak View Group (predecessors of Defendant), who indicated that
 16 it liked what Paul had done with the brand. Defendant invited Paul to an open house to highlight
 17 its proposed hockey arena project and enticed him with the possibility that he may be invited to
 18 co-host an event in which the Stanley Cup would visit Seattle.

19 20. Over the next five years, Defendant
 20 actively sought to ingratiate itself with Seattle
 21 Metropolitan’s to reference the valuable “S” logo and
 22 SEATTLE METROPOLITANS brand and thereby
 23 create a connection between Defendant’s anticipated
 24 Seattle hockey venture and the goodwill and brand
 25 recognition Seattle Metropolitan’s had developed



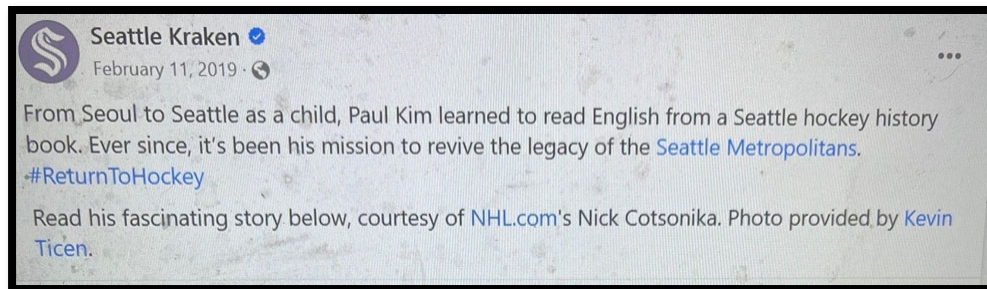
1 since 2014. As early as March 2018, Defendant used Seattle Metropolitan's registered "S" logo in
2 its online post:



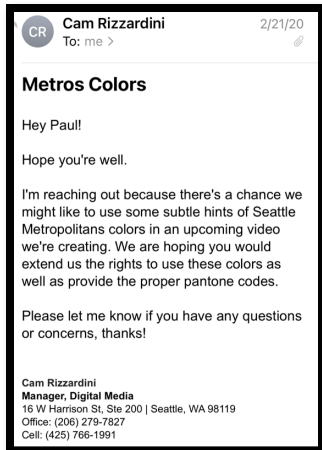
3 21. Defendant's CEO Tod
4 Leiweke met with Paul in advance of the time
5 that news of the Seattle NHL expansion broke
6 in 2018, and wore the Seattle Metropolitan's
7 branded jersey for a photo opportunity. As
8 reported in the December 24, 2018 NHL.com
9 feature article, Mr. Leiweke complimented

10 Paul's efforts to develop Seattle Metropolitan's brands, telling him that he was "smart," and that
11 Defendant's CEO would "talk to [Paul] later" about the valuable brand.

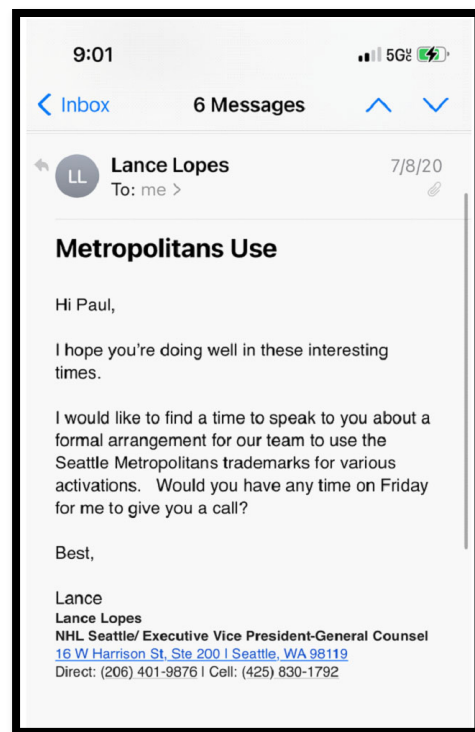
12 22. In February 2019, Defendant touted the NHL.com article featuring Paul in its
13 online post, acknowledging his "mission to revive the legacy of Seattle Metropolitan's"



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19 23. In February 2020, in an effort to create further association between what became
20 the fledging Seattle Kraken hockey team and the legacy Seattle Metropolitan had revived,
21 Defendant requested rights to use Seattle Metropolitan colors in a promotional video. In reliance
22 on the many representations by Defendant, Seattle Metropolitan agreed, continuing to believe
23 that Defendant was operating in good faith towards developing a joint relationship with Seattle
24 Metropolitan to parley its brand success and established goodwill to promote Defendant's hockey
25 efforts in the region.
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24. It was not until July 2020 that Defendant first officially contacted Seattle Metropolitan about the long-insinuated but never materialized agreement to use its valuable brands. In a July 8, 2020 email, Lance Lopes, NHL Seattle Executive Vice President-General Counsel contacted Paul about a “formal arrangement for [Defendant’s] team to use Seattle Metropolitan trademarks.” When the conversation occurred that Friday, however, Paul was shocked that Defendant offered only a single season ticket in exchange for exclusive jersey rights to the valuable Seattle Metropolitan trademarks, which offer was of course declined.



25. A month later in August 2020, Defendant offered to take a license for 5% of net sales, and with no minimum, no online sales, no resale and no sell off period for existing licensees. Given that typical industry licenses were in the range of 12% to 15% of all gross sales and included minimum requirements and sell off period for existing licenses, this offer was likewise rejected.

26. Five months later in January 2021, Defendant repeated the same offer except adding a low minimum guarantee, which offer was likewise rejected.

27. Instead of presenting a commercially reasonable and industry respectable licensing offer, Defendant took a different approach—continue to take advantage of and use Seattle Metropolitan’s valuable trademark rights and established goodwill without authorization.

28. Later that year, in October 2021, continuing to take advantage of the ostensible relationship it was fostering with Seattle Metropolitan and in an effort to usurp the goodwill and brand association of Seattle Metropolitan, Defendant used the registered “S” logo, the SEATTLE METROPOLITANS word mark and the same distinctive red color in a banner raised in Climate Pledge Area that remains to this day—all without permission or license from Seattle Metropolitan.



29. Seattle Metropolitan heard nothing further from Defendant until January 20, 2023, when Mr. Lopes reached out again to Seattle Metropolitan. Defendant desired to develop and market a “throwback” campaign for the 2024 Winter Classic that had been awarded by the NHL and would be held in Seattle January 1, 2024. The Winter Classic is considered one of the greatest

1 spectacles in all of sport. According to NHL.com, it is a “New Year’s tradition where one city is
2 awarded an event that honors hockey’s outdoor origins in an awe-inspiring setting reimagined and
3 transformed for the NHL.” It directly draws upon the history and tradition of hockey in the area in
4 which it is held. Given Seattle’s lack of history being an extremely new franchise, it was imperative
5 that Defendant draw on the historical association of Seattle Metropolitan, meaning that it was
6 forced to deal again with Seattle Metropolitan—exclusive owners of the branding rights.

7 30. This time Defendant indicated that it would not license, but only wanted to
8 “purchas[e] and thus extinguish[.]” all rights in Seattle Metropolitan’s trademarks. Defendant failed
9 to make a serious offer, however, instead only offering a one-time payment amounting to far less
10 than even a single year’s revenues from sales of the branded Seattle Metropolitan products and
11 existing licenses. It is well known that the NHL’s merchandising arm is a big global business,
12 bringing in hundreds of millions of dollars every year in licenses and team gear sales. As reported
13 by former NHL merchandising executive Fred Scalera in the June 16, 2017 Puget Sound Business
14 Journal article, team merchandizing generates a lot of money and the brand becomes extremely
15 valuable. Importantly, the NHL Winter Classic is one of the largest marketing events of the year.
16 According to one published report, a decade ago the 2014 Winter Classic generated \$10s of
17 millions in revenues, and merchandising sales set records high.
18 ([https://www.sbnation.com/nhl/2014/1/13/5305134/winter-classic-2014-hockey-related-revenue-
19 profit](https://www.sbnation.com/nhl/2014/1/13/5305134/winter-classic-2014-hockey-related-revenue-profit)). With this in mind, Seattle Metropolitan was willing to negotiate in good faith, but
20 Defendant would not make any meaningful or commercially reasonable offer to acquire the rights.

21 31. Once negotiations broke down by February 2023, Defendant indicated that it would
22 proceed on “a completely different design”—an “alternative” to Seattle Metropolitan’s “S” design.
23 Seattle Metropolitan put Defendant on written notice it expected any alternative design to be a
24 “completely different design concept” that did not implicate Seattle Metropolitan trademarks or
25 seek to trade on the goodwill and reputation of Seattle Metropolitan in association with all facts
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1 of hockey. Defendant acknowledged this notice in writing, claiming that it would be “going a
2 different direction.”

3 32. Nevertheless, Defendant did exactly the opposite of their representation. Instead of
4 “going a different direction” and avoiding Seattle Metropolitan’s well-known and valuable
5 trademark rights, on November 22, 2023, Defendant unveiled its Winter Classic jerseys and related
6 merchandise, which incorporates the virtually identical “S,” red color, white border and white
7 block letter design of the federally registered and famous Seattle Metropolitan’s “S” logo:



15 33. In a clear attempt to create an association with Seattle Metropolitan’s established
16 legacy, brand and goodwill related to Pacific Northwest hockey—owned exclusively by Seattle
17 Metropolitan—Defendant further imitated the horizontal color band jersey configuration long
18 associated with Seattle Metropolitan, and even made specific reference to Seattle Metropolitan’s
19 1917 Stanley Cup championship by featuring “1917” prominently on the jersey collar:



34. Defendant’s actions were calculated and willfully intended to create a false association between Defendant and Seattle Metropolitan, not only its famous brand as seen on all types of apparel and hockey paraphernalia, but also related to organizing, arranging and conducting ice hockey games and other hockey-related services. Indeed, Defendant’s agents have admitted spending months striving to create an association with Seattle Metropolitan. Matty Merrill, Adidas designer commissioned by Defendant to produce the infringing Winter Classic design, admitted the lengths went to in copying Seattle Metropolitan because “[t]he Kraken obviously want to be associated with the Metropolitan.” In a recent KOMO-TV news article, Mr. Merrill detailed how he “spent hours upon hours designing the Winter Classic” apparel in an effort to “make the current fit look like the games of old.” As admitted by Steve Mayer, NHL’s chief content officer and vice president, creating the association with Seattle Metropolitan was “always part of the plan.” (see <https://www.msn.com/en-us/sports/nhl/hockey-history-reborn-seattle-s-t-mobile-park-to-host-first-ever-nhl-winter-classic/ar-AA1mlv1A>) There is no question that Defendant succeeded in its willful infringement of Seattle Metropolitan rights.

35. Defendant has wrongfully used Seattle Metropolitan’s trademarks on a wide variety of apparel and hockey paraphernalia which directly compete for the same customers in the same channels of trade as Seattle Metropolitan, including jerseys, T-shirts, sweatshirts, headwear, and gear such as pucks, banners

and stickers. Some examples are shown herein.



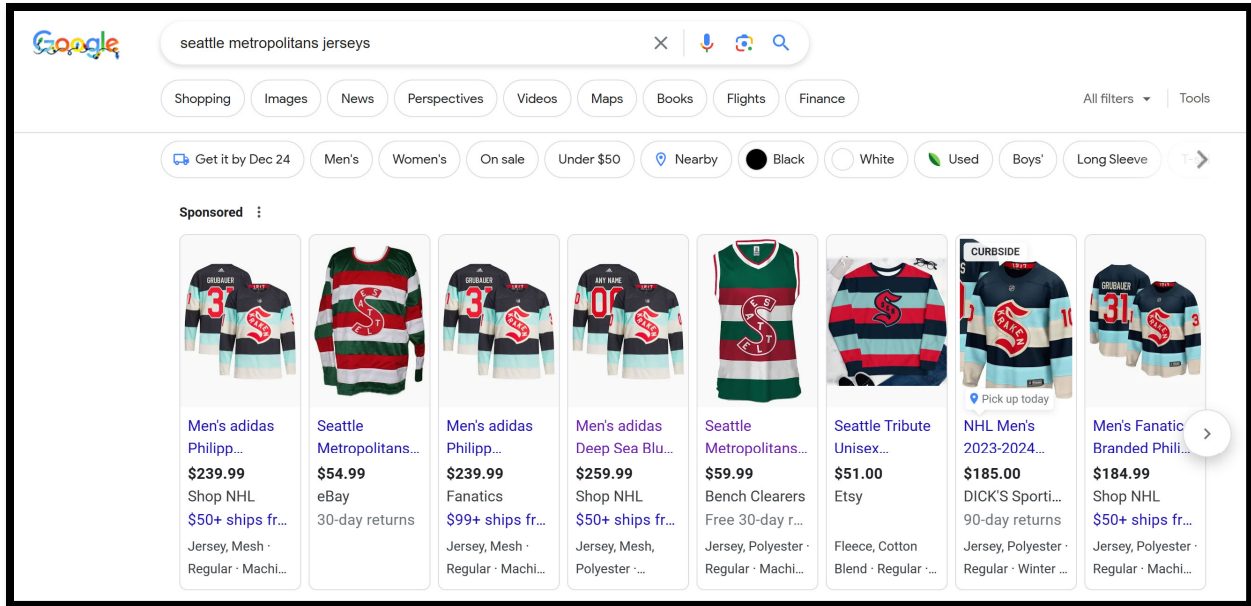


36. Defendant has flooded the market directly and through licensees, promoting and selling the confusingly similar products via numerous online and traditional retail and wholesale outlets, including without limitation: Seattle Hockey Team Store, Shop NHL, DICK’s Sporting Goods, eBay, Fanatics, FansEdge, GoalGroove Jerseys, Lids.com, Mercari, ModeSens, Pixel Vibe Store, Precision Flex Store, Pro-Image Sports, SportsK.com, and Velvet Glow Store.

37. Defendant’s pervasive use of Seattle Metropolitan trademarks in association with organizing, arranging and conducting ice hockey games—including with promotions for the Winter Classic scheduled for January 1, 2023 at T-Mobile Park throughout the Pacific Northwest and world—likewise create a false association between Defendant and Seattle Metropolitan.

38. The impact of Defendant’s trademark infringement is particularly acute in the context of Internet advertising and sales. Defendant’s unauthorized use of Seattle Metropolitan trademarks allows it to trade on the product specific information, hockey event association, and

1 branding developed by the Seattle Metropolitan to misdirect Internet search engines and,
 2 ultimately, consumers from online stores and ticket outlets where authorized products are sold and
 3 hockey-related services are provided. See, for example, how six out of eight jerseys shown as a
 4 result of a search for “Seattle Metropolitan jerseys” on Google are the confusingly similar
 5 imitations from Defendant:



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 17 39. Through its actions, Defendant has gained an improper and unfair competitive
 18 advantage over Seattle Metropolitan in the sale of competing apparel and hockey gear. It has
 19 created actual confusion in the public as to the source of authorized Seattle Metropolitan branded
 20 products. In addition to or in the alternative, Defendant has engaged in actionable reverse
 21 confusion. As the junior user with much greater economic power which has saturated the market
 22 with advertising and sales of a confusingly similar brand, Defendant has overwhelmed the
 23 marketplace power and value of Seattle Metropolitan trademarks. Defendant's actions have
 24 directly negatively impacted sales of authorized Seattle Metropolitan products, especially in this
 25 most important holiday buying season, as consumers believe that Defendant's confusingly branded
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1 products are associated with Seattle Metropolitans—an association Defendant has worked towards
2 and intentionally sought as described above.

3 40. Defendant’s infringement is intentional and willful. Adoption and use of the Seattle
4 Metropolitans marks was clearly done to mimic the sight and sound of the well-known “S” logo.
5 Defendant’s actions were long-planned, dating as far back as 2018 when Defendant’s CEO met
6 with Seattle Metropolitans, wore its “S” logo jersey and said he would “talk to [Paul] later.”
7 Defendant sought to take advantage of a relatively unsophisticated individuals, surreptitiously
8 using the marks without authorization, casually requesting the “S” logo color, all with the
9 implication of a fair, long-term association, but in fact solely to benefit without any meaningful
10 expense.

11 41. Defendant has known for years that it needed Seattle Metropolitans’ trademark
12 rights, either by license or acquisition, but has never been willing to a fair and commercially
13 reasonable amount to acquire them, instead offering single season ticket, or a low-ball percentage,
14 or a paltry amount for acquisition. When push came to shove and Defendant absolutely needed
15 rights for its huge Winter Classic campaign and Seattle Metropolitans would not accept token
16 compensation, despite warning to avoid infringement, Defendant could not and did not “go in a
17 different direction.” Instead, Defendant “spent hours upon hours designing the Winter Classic”
18 apparel in an effort to get as close as possible to Seattle Metropolitans, ultimately adopting a
19 virtually identical “S”, red color, white border and white block letter design—including with
20 specific reference to the 1917 Seattle Metropolitans Stanley Cup win—with the specific intention
21 to create the association with Seattle Metropolitans that it so desperately sought to bolster its
22 marketing efforts for the “throwback” Winter Classic.

23 42. By letter dated December 15, 2023, Seattle Metropolitans notified Defendant of the
24 trademark infringement and unfair competition and demanded, among other things, that Defendant
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1 cease and desist from its wrongful actions. Defendant refused to take action to promptly remedy
2 the situation.

3 43. Defendant's use of Seattle Metropolitans trademarks have damaged Seattle
4 Metropolitans in an amount to be proven at trial, but no less than a reasonable royalty
5 commensurate with industry royalties offered by Seattle Metropolitans, Defendant and others, with
6 commercially reasonable terms, and shall further include an amount of money necessary for
7 corrective advertising so that Seattle Metropolitans may reclaim its reputation and goodwill as the
8 only entity associated with Seattle Metropolitans hockey. Damages include not only use of Seattle
9 Metropolitans trademarks on apparel and hockey paraphernalia, but also on generating ticket sales
10 and advertising revenues associated with the Winter Classic so heavily promoted using Seattle
11 Metropolitans brand, goodwill and reputation.

12 44. Defendant has and will continue to unjustly benefit—at Seattle Metropolitans'
13 expense—from gains, profits and advances derived from the promotion and sale of products in
14 association with the confusingly similar marks, and Seattle Metropolitans is entitled to
15 disgorgement of all such profits.

16 45. These acts of Defendant have caused and, unless restrained by this Court, will
17 continue to cause serious and irreparable harm to Seattle Metropolitans and to the goodwill and
18 reputation associated with Seattle Metropolitans trademarks. Seattle Metropolitans is entitled to
19 control all use of its marks and confusingly similar marks in association with the provision of
20 apparel and hockey paraphernalia; to exclusively advertise and provide products in association
21 with Seattle Metropolitans trademarks; to control the quality of products sold in association with
22 Seattle Metropolitans trademarks; and to have Seattle Metropolitans trademarks or confusingly
23 similar marks identify Seattle Metropolitans as the sole source and origin of apparel and hockey
24 paraphernalia. Therefore, Seattle Metropolitans' remedy at law is not adequate to compensate for
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1 the injury caused and threatened by Defendant's infringement of its trademark rights and unfair
2 business practices.

3
4 **V. CAUSES OF ACTION**

5 **Count I: Federal Trademark Infringement**

- 6 1. Seattle Metropolitans realleges the preceding paragraphs of this complaint.
- 7 2. Defendant has, without consent of the Seattle Metropolitans, used in commerce a
8 reproduction, counterfeit, copy and/or colorable imitation of Seattle Metropolitans' registered
9 trademarks in connection with the advertising, offer for sale and sales of apparel and hockey
10 paraphernalia, and related hockey services, in a manner that is likely to cause confusion, or to
11 cause mistake, or to deceive in violation of 15 U.S.C. § 1114.

12 **Count II: False Designation of Origin and Unfair Competition**

- 13 3. Seattle Metropolitans realleges the preceding paragraphs.
- 14 4. Defendant has engaged in false designation of origin and unfair competition by use
15 of Seattle Metropolitans trademarks and trade dress, including the infringing "S" mark
16 incorporating a red color, white border and white block letters, which is confusingly similar to
17 Seattle Metropolitans' trademark and trade dress, knowingly and willfully creating an affiliation
18 or connection between Defendant and Seattle Metropolitans in order to confuse and mislead the
19 public as to the source of the identical products in violation of 15 U.S.C. § 1125.

20 **Count III: Consumer Protection Act Violation**

- 21 5. Seattle Metropolitans realleges the preceding paragraphs.
- 22 6. Defendant has intentionally confused and misled the public in Washington State
23 and throughout the country. Defendant's actions constitute unfair methods of competition and
24 unfair deceptive acts and practices in the conduct of its trade or business, which were willfully
25 undertaken. Defendant's actions have affected and continue to affect the public interest in
26 Washington State as well as in other parts of the country. Defendant has demonstrated its

1 propensity for repetition of the wrongful actions. As a direct and causal result of Defendant's unfair
2 business practices and unfair and deceptive acts, Seattle Metropolitan has been damaged.

3 7. Defendant's actions are in violation of the Washington State Consumer Protection
4 Act, R.C.W. § 19.86.020.

5 8. Defendant's adoption of marks confusingly similar to Seattle Metropolitan
6 trademarks and trade dress has caused damage to Seattle Metropolitan at least equivalent to the
7 amount of money necessary to engage in corrective advertising and the amount associated with
8 past and foreseeable future revenues associated with Seattle Metropolitan given its history and
9 commercial success, which amount equals approximately \$2.5 million as a good and reasonable
10 approximation of the lost goodwill, or otherwise to be proven at trial.

11 **Count IV: Common Law Trademark Infringement**

12 9. Seattle Metropolitan realleges the preceding paragraphs of this complaint.

13 10. Seattle Metropolitan trademark and trade dress are entitled to protection because
14 they are inherently distinctive of Seattle Metropolitan goods and services, including apparel,
15 hockey paraphernalia, and hockey-related services, and because they were used by Seattle
16 Metropolitan long before Defendant adopted confusingly similar marks and intentionally sought
17 to create an association with and trade on the goodwill and reputation of Seattle Metropolitan.

18 11. Defendant has, without consent of Seattle Metropolitan and with full knowledge
19 of Seattle Metropolitan rights, used in commerce a reproduction, counterfeit, copy and/or
20 colorable imitation of Seattle Metropolitan trademarks and trade dress in connection with the
21 advertising, offer for sale and sales of apparel and hockey paraphernalia and related hockey
22 services in a manner that is likely to cause confusion, or to cause mistake, or to deceive consumers.

23 12. Defendant's adoption of marks confusingly similar to Seattle Metropolitan
24 trademarks and trade dress has caused damage to Seattle Metropolitan at least equivalent to the
25 amount of money necessary to engage in corrective advertising and the amount associated with
26

1 past and foreseeable future revenues associated with Seattle Metropolitan given its history and
2 commercial success, which amount equals approximately \$2.5 million as a good and reasonable
3 approximation of the lost goodwill, or otherwise to be proven at trial.

4 **Count V: Unjust Enrichment**

5 13. Seattle Metropolitan realleges the preceding paragraphs.

6 14. Defendant has obtained a benefit from the use of marks confusingly similar to
7 Seattle Metropolitan trademarks, and Defendant's use of marks has caused harm to Seattle
8 Metropolitan. Defendant knew about Seattle Metropolitan trademarks, but nevertheless
9 intentionally and willfully imitated them with the goal to trade on the brand awareness, goodwill
10 and reputation therein.

11 15. Under the circumstances of this case, given the harm caused by Defendant, the
12 knowledge it had of Seattle Metropolitan trademarks, and the benefits obtained by Defendant
13 through the use of marks confusingly similar to Seattle Metropolitan trademarks, it would be
14 unjust to allow Defendant to retain any benefits proximately caused by its use of marks confusingly
15 similar to Seattle Metropolitan trademarks.

16 **Count VI: Conversion**

17 16. Seattle Metropolitan realleges the preceding paragraphs.

18 17. Seattle Metropolitan owns valuable intellectual property rights in and to Seattle
19 Metropolitan trademarks based on Seattle Metropolitan consistent and long-term use of Seattle
20 Metropolitan trademarks since well before Defendant adopted confusingly similar marks.

21 18. Defendant's adoption of marks confusingly similar to Seattle Metropolitan
22 trademarks, with knowledge of the trademarks, and with intent to exercise control or dominion
23 over Seattle Metropolitan trademarks, was a wrongful and intentional act by Defendant, which
24 deprived Seattle Metropolitan from full use and enjoyment of Seattle Metropolitan trademarks.
25
26

1 19. Defendant’s adoption of marks confusingly similar to Seattle Metropolitans
2 trademarks has caused damage to Seattle Metropolitans at least equivalent to the amount of money
3 necessary to engage in corrective advertising and the amount associated with past and foreseeable
4 future revenues associated with Seattle Metropolitans trademarks given its history and commercial
5 success, which amount equals approximately \$2.5 million as a good and reasonable approximation
6 of the lost goodwill, or otherwise to be proven at trial.

7 **Count VII: Tortious Interference**

8 20. Seattle Metropolitans realleges the preceding paragraphs.

9 21. Seattle Metropolitans has a valid economic expectancy in further use and
10 enjoyment of the valuable intellectual property rights in and to Seattle Metropolitans trademarks
11 and trade dress based on Seattle Metropolitans consistent and long-term use since well before
12 Defendant adopted confusingly similar marks. As alleged herein, Seattle Metropolitan has become
13 known by the consuming public based on accumulated goodwill and reputation since at least as
14 early as 2015.

15 22. Defendant intentionally interfered with Seattle Metropolitans’ valid expectation of
16 future revenue associated with planned sales, marketing and licensing operations in association
17 with Seattle Metropolitan trademark and trade dress.

18 23. Defendant’s interference was wrongful and willful as alleged herein.

19 24. Defendant’s adoption of marks confusingly similar to Seattle Metropolitans
20 trademarks and trade dress has caused damage to Seattle Metropolitans at least equivalent to the
21 amount of money necessary to engage in corrective advertising and the amount associated with
22 past and foreseeable future revenues associated with Seattle Metropolitans trademarks given its
23 history and commercial success, which amount equals approximately \$2.5 million as a good and
24 reasonable approximation of the lost goodwill, or otherwise to be proven at trial.

VI. PRAYER FOR RELIEF

The Seattle Metropolitan requests the following alternative and cumulative relief:

1. Preliminary and permanent injunctions against Defendant and all owners, members, officers, agents, affiliates, employees, representatives, and all persons in active concert or participation with them in any way, from use (including registration) of the Seattle Metropolitan marks, including without limitation the any “S” design incorporating a red color, white border and white block letters, or any other marks confusingly similar thereto, as a service mark, trademark, trade name, domain name or part thereof alone or in combination with other words, symbols, styles, titles or marks in connection with apparel, hockey paraphernalia, organizing, arranging and conducting ice hockey games, fundraising services for youth hockey programs and skating rinks, museum and display services pertaining to an historical Seattle professional ice hockey team, and other hockey-related services, pursuant to 15 U.S.C. § 1116 and other applicable law.
2. An order that Defendant delivers up for destruction all products, printed material, stationery, business forms, signs, advertisements, brochures, promotional material, manuals, pamphlets, labels, packages, containers, and all other materials bearing Seattle Metropolitan trademarks, including without limitation the “S” design incorporating a red color, white border and white block letters, or any other marks confusingly similar thereto, together with all means for making or reproducing the same, pursuant to 15 U.S.C. § 1118 and other applicable law.
3. An order requiring Defendant to file with this Court and serve on Seattle Metropolitan within thirty days of service of this order a report in writing under oath setting forth in detail the manner and form in which Defendant has complied with the terms of the ordered relief.
4. An award of damages sufficient to compensate the Seattle Metropolitan for all injury sustained as a result of Defendant’s wrongful trademark infringement, including wrongful profits of Defendant, pursuant to 15 U.S.C. § 1117 and other applicable law.
5. Exemplary damages and all of Seattle Metropolitan’s litigation expenses, including reasonable attorney’s fees and costs, pursuant to 15 U.S.C. § 1117, RCW 19.86.090, and other applicable law.
6. An assessment of prejudgment interest and costs.
7. Such other and further relief as the Court may deem just and proper.

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RESPECTFULLY SUBMITTED December 27, 2023

s/ David A. Lowe, WSBA No. 24453

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