

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

ATLANTA NATIONAL LEAGUE  
BASEBALL CLUB, LLC, MAJOR  
LEAGUE BASEBALL PROPERTIES,  
INC., and MLB ADVANCED MEDIA,  
L.P.,

Plaintiff,

v.

BRAVES TAXI, LLC and HECTOR  
TIRADO,

Defendants.

CIVIL ACTION NO. \_\_\_\_\_

DEMAND FOR JURY TRIAL



**COMPLAINT**

Atlanta National League Baseball Club, LLC (“Atlanta Braves”), Major League Baseball Properties, Inc. (“MLBP”), and MLB Advanced Media, L.P. (“MLBAM”) (collectively, “Plaintiffs”), appearing through their undersigned counsel, allege this Complaint against Braves Taxi, LLC (“Braves Taxi”) and its owner, Hector Tirado (“Tirado”) (collectively, “Defendants”) as follows:

**NATURE OF THE ACTION**

1. The Atlanta Braves has been the beloved professional baseball franchise of Atlantans since the club first arrived in the city in 1966. The Atlanta Braves franchise has a storied history, replete with 3 World Series titles, 17

National League pennants, a host of Cy Young winners, and many Hall of Famers. Fans across the Southeast – which is often referred to as “Braves Country” – flock to games at the new SunTrust Park in Cobb County, watch games on television, buy Atlanta Braves merchandise, patronize businesses affiliated with the Atlanta Braves, and follow the club with interest on TV, radio, mobile applications, the Internet (including through social media), in newspapers, and other traditional and new media sources.

2. The Atlanta Braves owns numerous distinctive and federally and state registered trademarks, including the famous stylized “A,” , and the famous BRAVES mark and stylized BRAVES mark with the Tomahawk, , that appear on Atlanta Braves players’ jerseys and hats, as well as extensively in broadcasts of Atlanta Braves games, throughout SunTrust Park, in newspapers and magazines, on billboards, and on the Internet. The BRAVES mark alone immediately identifies the Atlanta Braves in the minds of Atlanta Braves fans, baseball fans, and the public alike. Additionally, the Atlanta Braves owns substantial trade dress rights in the combination of its iconic red-white-and-blue color scheme and other symbols associated with the Atlanta Braves, such as the Atlanta Braves’ distinctive stylized script font, Atlanta Braves uniform designs, and the Atlanta Braves tomahawk design mark. Fans of Major League Baseball in

general, fans of the Atlanta Braves in particular, and likely many other Atlanta metropolitan area residents, instantly recognize the Atlanta Braves' trademarks and trade dress elements and immediately associate such marks and trade dress as solely signifying and identifying the Atlanta Braves.

3. The Atlanta Braves' trademarks and trade dress are extremely valuable and important to both the Atlanta Braves and fans alike; not only are they visual symbols for the fans of the club's famous brand, but they are the subject of an extensive sponsorship and licensing program that covers a vast range of goods, including clothing, sporting goods, memorabilia, food, beverages, and automobiles, and services, like ride-sharing (e.g., Uber), restaurant, airline, hospital, insurance, grocery store, gas station, dental, healthcare, and hotel services, among others.

4. The Atlanta Braves trademarks and trade dress are also featured, and have been featured for a decade, in connection with community outreach efforts. For example, Atlanta Braves outreach personnel drive to different events across Atlanta in vehicles heavily branded with the Atlanta Braves trademarks and trade dress:



5. Long after the Atlanta Braves began using their extremely well-known trademarks and trade dress, Defendants began operating a taxi company in Cobb County, virtually in the shadow of SunTrust Park, under the name “Braves Taxi.” Defendants are intentionally freeriding on the success and popularity of the Atlanta Braves by brazenly copying the Atlanta Braves’ trademarks and trade dress, in an effort to dupe unwitting fans or other Atlantans into believing Defendants’ taxi company is owned by, associated or affiliated with, or sponsored or endorsed by the Atlanta Braves:





6. Not only are Defendants using identical and confusingly similar iterations of the Atlanta Braves' trademarks and trade dress on vehicles that look very similar to the Atlanta Braves' community outreach vehicles, but Defendants offer their taxi services to, from, and around SunTrust Park, further enhancing the likelihood that consumers will be confused and misled by Defendants' infringement. Defendants' conduct thus harms the public as well as the Atlanta Braves and legitimate licensees of the Atlanta Braves' marks, some of whom compete directly with Defendants' "Braves Taxi" business.

7. Because of the care with which the Atlanta Braves selects its licensees, the Atlanta Braves' trademarks and trade dress signal to the public that the goods and services that bear the Atlanta Braves' trademarks and trade dress are affiliated with the Atlanta Braves and will live up to consumers' expectations of quality and high safety standards. Because Defendants are not affiliated with the Atlanta Braves, their use of the Atlanta Braves trademarks and trade dress undermines the control the Atlanta Braves has over its brand and threatens the positive perceptions of quality, reliability, and trustworthiness consumers have come to expect from legitimate Atlanta Braves-branded goods and services.

8. Defendants' infringement is undoubtedly intentional, willful, and in bad faith, as evidenced by Defendants' rampant use of identical versions of the Atlanta Braves well-known trademarks and trade dress, all within the shadow of SunTrust Park. Defendants' bad faith is further evidenced by Defendants' continued use of the Atlanta Braves trademarks and trade dress even after their acknowledged receipt of notifications from MLBP and MLBAM, on behalf of the Atlanta Braves, that such use was infringing. Defendants also repeatedly tried to gain financially from their infringement by demanding payment of exorbitant sums from MLBP in order to cease their infringing behavior.

9. Defendants' infringement must be stopped to prevent further harm to the Atlanta Braves and to the public. Accordingly, Plaintiffs bring this action for

federal trademark infringement, federal unfair competition, federal dilution, deceptive trade practices under the Georgia Uniform Deceptive Trade Practices Act, O.C.G.A. § 10-1-370 *et. seq.*, unfair competition under O.C.G.A. § 23-3-55, dilution under the Georgia anti-dilution act, O.C.G.A. § 10-1-451, and trademark infringement and unfair competition under Georgia common law.

### **PARTIES**

10. Plaintiff Atlanta National League Baseball Club, LLC is a limited liability company organized and existing under the laws of the State of Georgia and having its principal place of business at SunTrust Park, 755 Battery Avenue SE, Atlanta, Georgia 30339.

11. Plaintiff MLBPA is a corporation organized and existing under the laws of the State of New York and having its principal place of business at 245 Park Avenue, New York, New York 10167. MLBPA is owned by the Office of the Commissioner of Baseball and is a licensee of, and acts as agent for, the thirty Major League Baseball Clubs, the Office of the Commissioner of Baseball, and their affiliates and related entities (collectively the “MLB Entities”). In this capacity, MLBPA is responsible for, among other things, licensing, protection, and enforcement of the Atlanta Braves’ and the other MLB Entities’ trademarks and trade dress (“MLB Marks”). Indeed, in order to protect and enhance the value of the MLB Marks, MLBPA grants limited licenses to select manufacturers to produce

merchandise authorized to bear such MLB Marks. Licensed manufacturers are held to specific manufacturing standards, and are permitted to distribute licensed products bearing MLB Marks only through certain distribution channels in order to preserve the value of the licensed products and to maintain the integrity and image of the MLB Marks.

12. Plaintiff MLBAM is a limited partnership organized and existing under the laws of the State of Delaware and having its principal place of business at 75 Ninth Avenue, New York, New York 10011. MLBAM is the Internet and interactive media company of Major League Baseball. Pursuant to exclusive licenses from the Office of the Commissioner of Baseball (and the thirty Major League Baseball Clubs), MLBAM is actively engaged in the licensing of Major League Baseball-related trademarks and service marks, including those owned by the Atlanta Braves, for use on the Internet or in connection with other digital or interactive media.

13. On information and belief, Defendant Braves Taxi is a limited liability company organized and existing under the laws of the State of Georgia and having its principal place of business at 236 Cavendar Way, Marietta, Georgia 30066.

14. On information and belief, Defendant Braves Taxi is owned and operated by Defendant Tirado, who resides in this District. On further information

and belief, Tirado knowingly authorized, directed, and/or substantially participated in the infringing activity described in this Complaint.

### **JURISDICTION AND VENUE**

15. This Court has jurisdiction over the subject matter of this action under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a) and 1338(b), and has supplemental jurisdiction under 28 U.S.C. § 1367(a) of claims under Georgia law.

16. This Court has personal jurisdiction over Defendants. Defendants reside in this district and also distribute, offer for sale, and sell the infringing services that are the subject of this action within the State of Georgia and this judicial District. Defendants have established contacts with the State of Georgia sufficient for this Court to exercise personal jurisdiction over Defendants.

17. Venue is proper under 28 U.S.C. § 1391(b) because the acts giving rise to the claims in this case occurred in this District, and Defendants reside in and are doing business in this District.








### **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

#### **A. THE FAMOUS BRAVES MARKS**

18. The Atlanta Braves moved to Atlanta in 1966, where it has remained a staple brand in and around the Atlanta metropolitan area and the rest of the Southeast.

19. The Atlanta Braves plays its home games at SunTrust Park, which is located about 13-miles northwest of downtown Atlanta in Cobb County, Georgia. After much anticipation, SunTrust Park opened in 2017 and has seen millions of visitors since the first Atlanta Braves home game on March 31, 2017.

20. The Atlanta Braves owns numerous trademarks, including but not limited to the following, which are registered with the United States Patent and Trademark Office and/or the State of Georgia:

MARK	App/Reg. No.
	U.S. Reg. No. 0829308
	U.S. Reg. No. 0845032
	U.S. Reg. No. 1562115
	U.S. Reg. No. 1596052
	U.S. Reg. No. 2671045
	U.S. Reg. No. 3532500
	U.S. Reg. No. 3382988

<i>Braves</i>	GA State Reg. No. T-25314
<i>Braves</i>	GA State Reg. No. T-25317
ATLANTA BRAVES	U.S. Reg. No. 1484697
ATLANTA BRAVES	U.S. Reg. No. 1561774
HOME OF THE BRAVES	U.S. Reg. No. 3764026
BRAVES	GA State Reg. No. T-18763
BRAVES	GA State Reg. No. T-18759
<i>A</i>	GA State Reg. No. T-18760
<i>A</i>	GA State Reg. No. T-18764
<i>A</i>	U.S. Reg. No. 1253034
<i>A</i>	U.S. Reg. No. 1560470
<i>A</i>	U.S. Reg. No. 2657980
<i>A</i>	U.S. Reg. No. 2573347
<i>A</i>	U.S. Reg. No. 2542804
<i>A</i>	U.S. Reg. No. 4298515

	U.S. Reg. No. 3366815
	U.S. Reg. No. 3438423

Copies of the Certificates of Registration for these trademarks are attached collectively as **Exhibit 1**.

21. The BRAVES word mark standing on its own is strong and distinctive. The Atlanta Braves has used the BRAVES mark for over half a century and has invested substantial sums of money in advertising, marketing, and promoting that mark and the goods and services provided under it. As a result of the Atlanta Braves' continuous and extensive use, the BRAVES word mark has built tremendous goodwill and enjoys wide public acceptance and association with the Atlanta Braves and has come to be recognized widely and favorably by the public as indicators of the source of the Atlanta Braves' high quality goods and services.

22. Starting long before any use by Defendants, Plaintiffs also extensively used, on uniforms, signage, licensed products, and in advertising, a distinctive and non-functional trade dress consisting of the Atlanta Braves' iconic red-white-and-blue color scheme in combination with other indicia related to and exclusively identifying the Atlanta Braves (the "Braves Trade Dress").

23. The Braves-related trademarks and service marks identified in Paragraphs 20-21, as well as the Braves Trade Dress, are collectively referred to in this Complaint as the “Braves Marks.”

24. Fans and the public are well aware that the Braves Marks distinguish Atlanta Braves products and services from others, and moreover, uniquely identify products and services provided or sold in connection with the Braves Marks as being associated with Plaintiffs.

25. Plaintiff MLBPA has, for many years, licensed the Braves Marks for use on a wide variety of products. As a result of these efforts, millions of officially licensed products bearing the Braves Marks are offered for sale and sold every year. Representative examples of such licensed products appear in **Exhibit 2**. The Braves Marks are also heavily promoted nationally in connection with MLBPA’s national sponsorships.

26. Pursuant to its exclusive licenses, MLBAM has for many years promoted the Atlanta Braves and the Braves Marks on the Internet and through other interactive media, licensing the Braves Marks for use in connection with online sponsorships, online advertising campaigns, mobile apps, and online streaming, among other things. A true and correct copy of the official Atlanta Braves website ([www.mlb.com/braves](http://www.mlb.com/braves)) is attached as **Exhibit 3**, and a true and correct copy of the official Atlanta Braves Facebook page is attached as **Exhibit 4**.

27. The Atlanta Braves has, for many years, licensed the use of the Braves Marks in the Atlanta metropolitan area in connection with a wide range of services, including but not limited to banking (SunTrust), travel (Delta), retail (The Home Depot), health care (Northside Hospital), automotive (Infiniti and Ford), insurance (State Farm and GEICO), utilities (Georgia Power and Gas South), beverage (Coca-Cola and MillerCoors), and telecommunications (Verizon). The Atlanta Braves also has an extensive sponsorship agreement with the transportation company Uber to provide Braves fans transportation to and from Braves games at SunTrust Park. A true and correct copy of the Uber-related sponsorship page on the Braves website is attached as **Exhibit 5**.

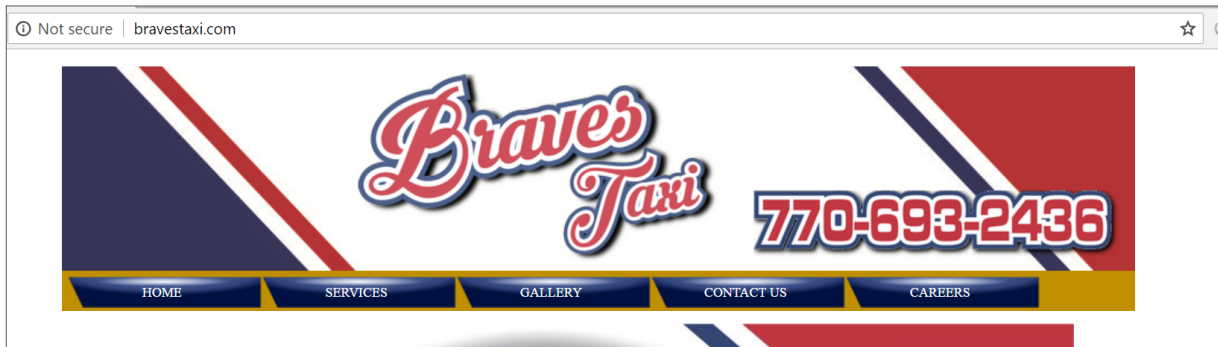
28. From 2008 through the present, the Atlanta Braves has also used the Braves Marks on vehicles in connection with their Braves Around Town “BAT” Team, the Atlanta Braves’ mobile marketing team, as shown in the images below. The BAT Team attends around 30 events in Atlanta each year using the first vehicle shown below.



29. As a result of Plaintiffs’ longtime, extensive, and exclusive use, promotion, advertisement, and licensing of the Braves Marks, the public associates the Braves Marks exclusively with Plaintiffs. The public recognizes the Braves Marks as the primary brand identifiers of the Atlanta Braves, and the Braves Marks are famous—both in Georgia and in the United States—and possess significant goodwill of great value to Plaintiffs.

**C. DEFENDANTS’ UNLAWFUL ACTS**

30. Despite Plaintiffs’ well-established rights in the Braves Marks—and in blatant disregard of those rights and without authorization or approval from Plaintiffs—Defendants have closely mimicked, if not identically reproduced, the Braves Marks (which includes the Braves Trade Dress) by operating, marketing, promoting, and advertising a taxi company called “Braves Taxi” using a fleet of cars and other advertising and marketing featuring confusingly similar variations of the Braves Marks, representative examples of which appear below:



31. Defendants also use the domain name *bravestaxi.com* in a bad faith effort to confuse consumers. A true and correct copy of Defendants' website is attached as **Exhibit 6**.

32. Defendants also use confusingly similar imitations of the Braves Marks on social media. A true and correct copy of Defendants' Facebook page is attached as **Exhibit 7**.

33. Defendants' taxi service is not associated or connected with Plaintiffs. It has not been licensed, authorized, sponsored, endorsed, or approved by Plaintiffs.

34. Defendants began operating the taxi service well after Plaintiffs had established protectable rights in the Braves Marks and well after the Braves Marks had become famous and recognized by consumers as distinctive identifiers of Plaintiffs.

35. Defendants' activities are likely to deceive, confuse, and mislead customers, prospective customers, and others into mistakenly believing, initially and thereafter, that Braves Taxi is operated, authorized by, or in some manner associated with Plaintiffs, when it is not.

36. Defendants' activities are likely to cause confusion among customers, prospective customers, and others viewing Defendants' taxis before and/or at the time of purchasing the service. By causing such a likelihood of confusion, mistake,

and deception, Defendants are inflicting irreparable harm to the goodwill symbolized by the Braves Marks.

37. Defendants' activities are likely to cause consumers mistakenly to associate Defendants' taxi service with Plaintiffs, causing a likelihood of dilution of the distinctive quality of the Braves Marks. By causing such a likelihood of dilution, Defendants are inflicting irreparable harm to the goodwill symbolized by the Braves Marks and the reputation that the Braves Marks embody.

38. On information and belief, Defendants knowingly, willfully, intentionally, and maliciously adopted and used confusingly similar imitations of the Braves Marks.

39. Defendants' actions demonstrate an intentional, willful, and malicious intent to trade on the goodwill associated with Plaintiffs, to the great and irreparable injury of Plaintiffs.

#### **COUNT I: FEDERAL TRADEMARK INFRINGEMENT**

40. Plaintiffs incorporate the allegations in each of the paragraphs above as if fully set forth herein.

41. Defendants are using confusingly similar imitations of the federally-registered Braves Marks in a manner that is likely to cause confusion, deception, and mistake by creating the false and misleading impression that Defendants' taxi

business is associated or connected with Plaintiffs, or has the sponsorship, endorsement, or approval of Plaintiffs, when that is not the case.

42. Defendants have used and continue to use trademarks that are confusingly similar to Plaintiffs' federally-registered trademarks in violation of 15 U.S.C. § 1114, and Defendants' activities, unless enjoined by this Court, will continue to cause a likelihood of confusion and deception to members of the public and, additionally, injury to Plaintiffs' goodwill and reputation as symbolized by Plaintiffs' federally-registered trademarks, for which Plaintiffs have no adequate remedy at law.

43. Defendants' actions demonstrate an intentional, willful, and malicious intent to trade on the goodwill associated with Plaintiffs' federally-registered trademarks, to Plaintiffs' great and irreparable injury.

44. Defendants have caused and are likely to continue causing substantial injury to the public and to Plaintiffs, and Plaintiffs are entitled to injunctive relief and to recover Defendants' profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and 1117.

## **COUNT II: FEDERAL UNFAIR COMPETITION**

45. Plaintiffs incorporate the allegations in each of the paragraphs above as if fully set forth herein.

46. Defendants' use of confusingly similar imitations of the Braves Marks is causing and is likely to continue causing confusion, deception, and mistake by creating the false and misleading impression that Defendants' taxi service is operated by Plaintiffs, or is affiliated, connected, or associated with Plaintiffs, or has the sponsorship, endorsement, or approval of Plaintiffs, when that is not the case.

47. Defendants' actions demonstrate an intentional, willful, and malicious intent to trade on the goodwill associated with the Braves Marks, to the great and irreparable injury of Plaintiffs.

48. Defendants' conduct has caused, and is likely to continue causing, substantial injury to the public and to Plaintiffs in violation of in violation of 15 U.S.C. § 1125, and Plaintiffs are entitled to injunctive relief and to recover Defendants' profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys' fees pursuant to 15 U.S.C. §§ 1125(a), 1116, and 1117.

### **COUNT III: FEDERAL TRADEMARK DILUTION**

49. Plaintiffs incorporate the allegations in each of the paragraphs above as if fully set forth herein.

50. For decades, Plaintiffs have exclusively and continuously promoted and used the Braves Marks throughout the United States. These marks became

nationally famous and well-known symbols of Plaintiffs well before Defendants offered services under the “Braves Taxi” name.

51. Defendants are making use in commerce of marks that dilute or are likely to dilute the distinctiveness of the Braves Marks by eroding the public’s exclusive identification of the Braves Marks with Plaintiffs, tarnishing and degrading the positive association and prestigious connotations of the Braves Marks, and otherwise lessening the capacity of the Braves Marks to identify and distinguish Plaintiffs’ goods and services.

52. Defendants’ actions demonstrate an intentional, willful, and malicious intent to trade on the goodwill associated with the Braves Marks or to cause dilution of the Braves Marks to the great and irreparable injury to Plaintiffs.

53. Because Defendants have caused, and are likely to continue causing, irreparable injury to Plaintiffs’ goodwill and business reputations and dilution of the distinctiveness and value of the Braves Marks in violation of 15 U.S.C. § 1125(c), and because this is an exceptional case, Plaintiffs are entitled to injunctive relief and to Defendants’ profits, actual damages, enhanced profits and damages, costs, and reasonable attorneys’ fees under 15 U.S.C. §§ 1125(c), 1116 and 1117.

#### **COUNT IV: CYEBRPIRACY**

54. Plaintiffs incorporate the allegations in each of the paragraphs above as if fully set forth herein.

55. In bad faith, Defendants registered and are using the domain name <BravesTaxi.com>, which includes an identical and confusingly similar version of the BRAVES mark. Moreover, Defendants have a bad faith intent to profit from the BRAVES trademark, both by using the mark in connection with diverting customers away from Plaintiffs and their licensees and sponsors, and in connection with making unreasonably large monetary demands of MLBP to cease such unlawful conduct.

56. Defendants' conduct constitutes Cyberpiracy under 15 U.S.C. § 1125(d), and, pursuant to 15 U.S.C. § 1125(d)(1)(C), Plaintiffs are entitled to an order transferring the <BravesTaxi.com> domain name to Plaintiffs.

#### **COUNT V: STATE TRADEMARK INFRINGEMENT**

57. Plaintiffs incorporate the allegations in each of the paragraphs above as if fully set forth herein.

58. Defendants are using confusingly similar imitations of several of the Braves Marks that are registered in the State of Georgia (i.e., BRAVES, *Braves*, and *A*) in a manner that is likely to cause confusion, deception, and mistake by creating the false and misleading impression that Defendants' taxi business is operated by, or is associated or connected with, the Atlanta Braves, or has the sponsorship, endorsement, or approval of the Atlanta Braves, when that is not the case.

59. Defendants' conduct thus constitutes trademark infringement under the O.C.G.A. § 10-1-450 *et. seq.*, and Defendants have committed these acts with knowledge of the Atlanta Braves' rights and with the intent to cause confusion or mistake or to deceive.

60. Defendants' activities, unless enjoined by this Court, will continue to cause a likelihood of confusion and deception of members of the public and additionally, injury to Plaintiffs' goodwill and reputation as symbolized by the Braves Marks, for which Plaintiffs have no adequate remedy at law. The Atlanta Braves therefore is entitled to injunctive relief, either statutory damages or actual damages, as well as a disgorgement of Defendants' ill-gotten profits.

**COUNT VI: STATE UNFAIR AND DECEPTIVE TRADE PRACTICES**

61. Plaintiffs incorporate the allegations in each of the paragraphs above as if fully set forth herein.

62. Defendants' conduct constitutes deceptive trade practices under the Georgia Uniform Deceptive Trade Practices Act, O.C.G.A. § 10-1-370 *et. seq.*

63. Defendants' unauthorized use of confusingly similar imitations of the Braves Marks has caused and is likely to continue causing substantial injury to the public and to Plaintiffs, and Plaintiffs are entitled to injunctive relief and to recover damages, costs, and reasonable attorneys' fees.

**COUNT VII: UNFAIR COMPETITION UNDER O.C.G.A. § 23-2-55**

64. Plaintiffs incorporate the allegations in each of the paragraphs above as if fully set forth herein.

65. Defendants' use of confusingly similar imitations of the Braves Marks is causing and is likely to continue causing confusion, deception, and mistake by creating the false and misleading impression that Defendants' taxi service is operated by Plaintiffs, or is affiliated, connected, or associated with Plaintiffs, or has the sponsorship, endorsement, or approval of Plaintiffs, when that is not the case.

66. Defendants are using confusingly similar imitations of the Braves Marks with the intention of deceiving and misleading the public.

67. Defendants' acts constitute unfair competition in violation of O.C.G.A. § 23-2-55.

**COUNT VIII: DILUTION UNDER O.C.G.A. § 10-1-451**

68. Plaintiffs incorporate the allegations in each of the paragraphs above as if fully set forth herein.

69. Plaintiffs have extensively and continuously promoted and used the Braves Marks throughout Georgia, and the Braves Marks have thereby become a distinctive, well-known symbol of Plaintiff's goods and services in this State.

70. Defendants' unauthorized use of the Braves Marks, or confusingly similar iterations thereof, dilutes and is likely to dilute the distinctiveness of the Braves Marks by eroding the public's exclusive identification of these marks with Plaintiffs and by tarnishing and degrading the positive associations and prestigious connotations of the mark.

71. Defendants are causing and will continue to cause irreparable injury to Plaintiffs' goodwill and business reputation, and dilution of the distinctiveness and value of the Braves Marks in violation of O.C.G.A § 10-1-451. Plaintiffs therefore are entitled to injunctive relief.

**COUNT IX: COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**

72. Plaintiffs incorporate the allegations in each of the paragraphs above as if fully set forth herein.

73. Defendants' acts constitute common law trademark infringement and unfair competition under the common law of Georgia.

74. Defendant acted with full knowledge of Plaintiffs' use of and rights to the Braves Marks without regard to the likelihood of confusion of the public created by Defendants' activities.

75. Defendants' actions demonstrate an intentional, willful, and malicious intent to trade on the goodwill associated with the Braves Marks, and to mislead consumers, to the great and irreparable injury of Plaintiffs.

76. Because of Defendants' acts, Plaintiffs have been damaged in an amount not yet determined or ascertainable. At a minimum, however, Plaintiffs are entitled to injunctive relief, an accounting of Defendants' profits, damages, and costs. Further, in light of Defendants' willful, intentional, and malicious use of confusingly similar imitations of the Braves Marks, all done with the specific intent to cause harm to Plaintiffs, and the need to deter Defendants from similar conduct in the future, Plaintiffs additionally are entitled to punitive damages.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray that:

1. Defendants and all of their agents, officers, employees, representatives, successors, assigns, attorneys, and all other persons acting for, with, by, through, or under authority of Defendants, or in concert or participation with Defendants, be enjoined permanently, from, directly or indirectly:
  - a. using the Braves Marks, or any other copy, reproduction, or colorable imitation, or confusingly similar version of the same on or in connection with Defendants' services;
  - b. using any trademark, service mark, trade dress, name, logo, design, or source designation of any kind in connection with Defendants' services that is a copy, reproduction, colorable imitation, or simulation

of, or confusingly similar to the trademarks, service marks, trade dresses, names, or logos of Plaintiffs;

- c. using any trademark, service mark, trade dress, name, logo, design, or source designation of any kind in connection with Defendants' services that is likely to cause confusion, mistake, deception, or public misunderstanding that such services are operated or provided by Plaintiffs, or is sponsored or authorized by Plaintiffs, or is in any way connected or related to Plaintiffs;
- d. using any trademark, service mark, trade dress, name, logo, design, or source designation of any kind on or in connection with Defendants' services that dilutes or is likely to dilute the distinctiveness of the trademarks, service marks, trade dresses, names, or logos of Plaintiffs; and
- e. passing off, palming off, or assisting in passing off or palming off, Defendants' services as those of Plaintiffs, or otherwise continuing any and all acts of unfair competition as alleged in this Complaint.

2. Defendants be ordered to transfer the <BravesTaxi.com> domain name to Plaintiffs pursuant to 15 U.S.C. § 1125(d)(1)(C).

3. Defendants be compelled to account for and disgorge to Plaintiffs any and all profits derived by Defendants from the infringing acts described in this Complaint;

4. Plaintiffs be awarded all actual damages caused by the acts forming the basis of this Complaint or, at Plaintiffs' election, statutory damages pursuant to O.C.G.A. § 10-1-450;

5. Based on Defendants' willful and intentional conduct, the damages award be trebled and the award of Defendants' profits be enhanced as provided for by 15 U.S.C. § 1117(a);

6. Defendants be required to pay to Plaintiffs the costs of this action and their reasonable attorneys' fees pursuant to 15 U.S.C. § 1117(a), and the state statutes cited in this Complaint;

7. Pursuant to O.C.G.A. § 51-12-5.1, and based on Defendants' willful, intentional, malicious, and bad faith actions, which were done with specific intent to cause harm, punitive damages in favor of Plaintiffs and against Defendants in an amount sufficient to punish, penalize and deter;

8. Plaintiffs be awarded interest and prejudgment interest; and

9. Plaintiffs have such other and further relief as the Court may deem just.

**JURY TRIAL DEMAND**

Plaintiffs respectfully demand a trial by jury on all claims and issues so triable pursuant to Fed. R. Civ. P. 38(b).

Respectfully submitted,

DATED: November 1, 2018

/s/ R. Charles Henn Jr.

R. Charles Henn Jr.

Georgia Bar No. 347098

Jennifer Fairbairn Deal

Georgia Bar No. 940527

Kenesia L. Cook

Georgia Bar No. 298494

KILPATRICK TOWNSEND &

STOCKTON LLP

1100 Peachtree Street, Suite 2800

Atlanta, GA 30309-4530

(404) 815-6500

(404) 815-6555 (fax)

Email: [chenn@kilpatricktownsend.com](mailto:chenn@kilpatricktownsend.com)

[jdeal@kilpatricktownsend.com](mailto:jdeal@kilpatricktownsend.com)

[kcook@kilpatricktownsend.com](mailto:kcook@kilpatricktownsend.com)