

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
NEW ALBANY DIVISION



Provided by:  
[Overhauser Law Offices LLC](http://Overhauser Law Offices LLC)  
[www.iniplaw.org](http://www.iniplaw.org)  
[www.overhauser.com](http://www.overhauser.com)

POULSEN ROSER A/S )

Plaintiff, )

v. )

Case No. 4:21-cv-00113

GARDENS ALIVE, INC. AND EARLY )  
MORNING LLC d/b/a WEEKS ROSES )

Defendants. )

**COMPLAINT AND JURY DEMAND**

Plaintiff Poulsen Roser A/S (“Poulsen”) for its complaint against Defendants Gardens Alive, Inc. (“Gardens Alive”) and Early Morning LLC d/b/a Weeks Roses (“Weeks,” and together with Gardens Alive, “Defendants”) alleges:

**NATURE OF THE ACTION**

1. This is an action for trademark counterfeiting, trademark infringement and false designation of origin arising under the Lanham Act, 15 U.S.C. § 1051 *et seq.*, and for unfair competition, conversion and theft, under the laws of the State of Indiana.

**THE PARTIES**

2. Poulsen is a Danish aktieselskab (stock-based company) organized and existing under the laws of the country of Denmark and having its principal place of business at Kratbjerg 332, Fredensborg 3480, Denmark.

3. Upon information and belief, Gardens Alive is a Delaware corporation with a principal place of business located at 230 Mary Avenue, Greendale, Indiana 47025.

4. Upon information and belief, Weeks is a Delaware limited liability company with a business address of 230 Mary Avenue, Greendale, Indiana 47025.

### **JURISDICTION AND VENUE**

5. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§1331 and 1338(a) and 15 U.S.C. §1121(a) because Poulsen's claims arise under the Lanham Act.

6. This Court has supplemental jurisdiction over Poulsen's Indiana state law and common law claims pursuant to 28 U.S.C. §§ 1338(b) and 1367(a) because those claims are joined with a substantial and related claim under the Lanham Act, and are so related to the claim under the Lanham Act that they form part of the same case or controversy under Article III of the United States Constitution.

7. The exercise of *in personam* jurisdiction over Gardens Alive comports with the laws of the State of Indiana and the constitutional requirements of due process because Gardens Alive resides in this District.

8. The exercise of *in personam* jurisdiction over Weeks comports with the laws of the State of Indiana and the constitutional requirements of due process because, upon information and belief, Weeks resides in this district. Alternatively, the exercise of personal jurisdiction over Weeks comports with the laws of the State of Indiana and the constitutional requirements of due process because Weeks, as the alter ego of Gardens Alive, resides in this district.

9. Venue is proper in this judicial district under 28 U.S.C. § 1391(c) because Defendants are subject to personal jurisdiction in this District.

**ALLEGATIONS RELEVANT TO ALL COUNTS**

**A. The INGRID BERGMAN Trademark**

10. Poulsen is a family-owned Danish company world-famous for its breeding of distinctive rose varieties.

11. Poulsen obtains patent and trademark protection for its rose varieties in numerous jurisdictions throughout the world, including in the United States.

12. Poulsen licenses the patent and trademark rights associated with its rose varieties to growers in more than 50 countries, including the United States.

13. In the early 1980s, Poulsen developed a unique currant red hybrid tea rose variety having the varietal name “Poulman.”

14. As the Poulman rose was developed shortly following the famous actress’ death, Poulsen branded the Poulman rose with the trademark INGRID BERGMAN, and in doing so Poulsen obtained all necessary consents from the actress’ heirs.

15. The Poulman variety has become a world renowned rose, receiving numerous awards and being inducted into the World Federation of Rose Societies’ Rose Hall of Fame in 2000 (see Exhibits A and B).

16. Through its use in connection with the Poulman variety, the INGRID BERGMAN mark has become associated with an exceptionally high quality of roses.

17. Poulsen and its corporate predecessors have used the INGRID BERGMAN mark in U.S. commerce in connection with roses continuously since 1986.

18. Poulsen is the owner of all rights, title, and interest in and to U.S. Federal Trademark Registration Number 2,990,814 for the mark INGRID BERGMAN in connection

with “live roses” (the “‘814 Registration’”). A copy of the ‘814 Registration is attached hereto as Exhibit C.

19. Pursuant to 15 U.S.C. §1057(b), the ‘814 Registration constitutes prima facie evidence of: (a) the validity of the INGRID BERGMAN mark and of the registration of the INGRID BERGMAN mark; (b) Poulsen’s ownership of the INGRID BERGMAN mark; and (c) Poulsen’s exclusive right to use the INGRID BERGMAN mark in commerce on and in connection with the goods specified in the registration.

20. As a result of its registration and continuous use of the INGRID BERGMAN mark in the United States, the INGRID BERGMAN mark is associated exclusively with Poulsen’s high quality roses.

21. Poulsen expends significant sums each year in the worldwide protection, promotion, advertising, and enforcement of its intellectual property rights, including the INGRID BERGMAN mark.

22. As a result of Poulsen’s extensive and exclusive use of the INGRID BERGMAN mark in connection with roses, the INGRID BERGMAN mark has developed significant goodwill in the U.S. rose industry and is extremely valuable.

23. Only Poulsen possesses the consent of the heirs of the actress Ingrid Bergman to use her name in connection with roses, and Poulsen is obligated to her heirs to vigilantly protect and enforce its INGRID BERGMAN mark so as to prevent any tarnishment of the goodwill associated with the famous actress’ name.

24. Poulsen’s failure to actively control the use of its INGRID BERGMAN mark in the United States places its worldwide licensure of Ingrid Bergman Poulman roses in jeopardy.

**B. Relationship between Defendants**

25. Upon information and belief, Gardens Alive is a family of brands that provide fertilizers, pest and design control products, seeds, perennials, bulbs, nursery stock, gifts, games and more. Gardens Alive's family of brands include, among others, Weeks.

26. Upon information and belief, Weeks is one of the country's largest wholesale rose growers. Weeks sells and distributes roses to garden centers, nurseries, and select mail-order outlets throughout the United States.

27. Upon information and belief, Gardens Alive, through its wholly owned subsidiary IGP Acquisition LLC, acquired the assets of Weeks' predecessor entity, Weeks Wholesale Rose Grower, Inc. ("Weeks Wholesale") on June 5, 2011 out of bankruptcy. IGP Acquisition LLC ("IGP") subsequently changed its name to Early Morning LLC d/b/a Weeks Roses.

28. Upon information and belief, IGP and Weeks Wholesale entered into an Amended Asset Purchase Agreement ("APA") on or about May 19, 2011. Pursuant to the APA, IGP agreed to purchase the assets of Weeks Wholesale and other entities. Gardens Alive acted as Guarantor and agreed to provide the entirety of the financing for the transaction. As Guarantor, Gardens Alive "unconditionally and irrevocably" guaranteed the timely, full, and complete performance of IGP's obligations under the APA. *See* Exhibit D, Dkt. 460-1, *In re International Gardens Products*, Case No. 10-13207-KJC (Bankr. D. Del. May 20, 2011). As Guarantor, Gardens Alive was a third-party beneficiary of the APA.

29. Upon information and belief, as part of the aforementioned transaction, IGP assumed an agricultural lease agreement between Weeks Wholesale and Deutsche Bank National Trust Company for 1054.41 farmable acres. As a condition to the assumption and assignment of the lease agreement, Gardens Alive guaranteed IGP's obligations under the Lease. *See* Exhibit

E, Dkt. 460-2, *In re International Gardens Products*, Case No. 10-13207-KJC (Bankr. D. Del. May 20, 2011).

30. Upon information and belief, Gardens Alive exercises an unusually high degree of control over Weeks, such that Weeks has become a mere instrumentality of Gardens Alive.

31. Upon information and belief, Defendants share common officers and managing members. Gardens Alive's corporate filings with the Secretary of State of the State of Indiana identify K. Niles Kinerk as President and Eric Hamat as Secretary and Treasurer. Weeks' corporate filings with the Secretary of State of the State of California likewise identify K. Niles Kinerk and Eric Hamant as its sole managing members.

32. Upon information and belief, Defendants share a common corporate address. Weeks' filings with the Secretary of State of the State of California identify 230 Mary Avenue, Greendale, Indiana 47025 as its address and mailing address. This address is likewise identified as Gardens Alive's principal place of business in its corporate filings with the Secretary of State of the State of Indiana.

33. Upon information and belief, the managers of Weeks do not act independently but at the direction of Gardens Alive and in Gardens Alive's interests.

34. Upon information and belief, Gardens Alive finances Weeks.

35. Upon information and belief, Gardens Alive owns most or all of the assets of Weeks.

36. Upon information and belief, Gardens Alive uses the property of Weeks as its own.

**C. Poulsen's Previous Interactions with Weeks and Gardens Alive**

37. In 2010, J&P Park Acquisitions, Inc. ("JPPA") purchased certain assets out of bankruptcy from a former licensee of Poulsen, including the purported right to use the INGRID BERGMAN mark. In October 2010, Poulsen and JPPA executed a Joint Notification pursuant to which JPPA acknowledged Poulsen was the exclusive owner of all right, title and interest in the INGRID BERGMAN mark. (See Exhibit F).

38. In 2011, Weeks Wholesale entered into an arrangement with J&P Park Acquisitions, Inc. ("JPPA") with regard to cultivation, marketing, distribution and sale of various rose varieties, including roses to be sold under the INGRID BERGMAN mark.

39. Poulsen, through counsel, contacted Weeks Wholesale to notify Weeks Wholesale of its rights in the INGRID BERGMAN mark. Counsel for Weeks Wholesale instructed Poulsen to contact Gardens Alive, which was in the midst of purchasing Weeks Wholesale.

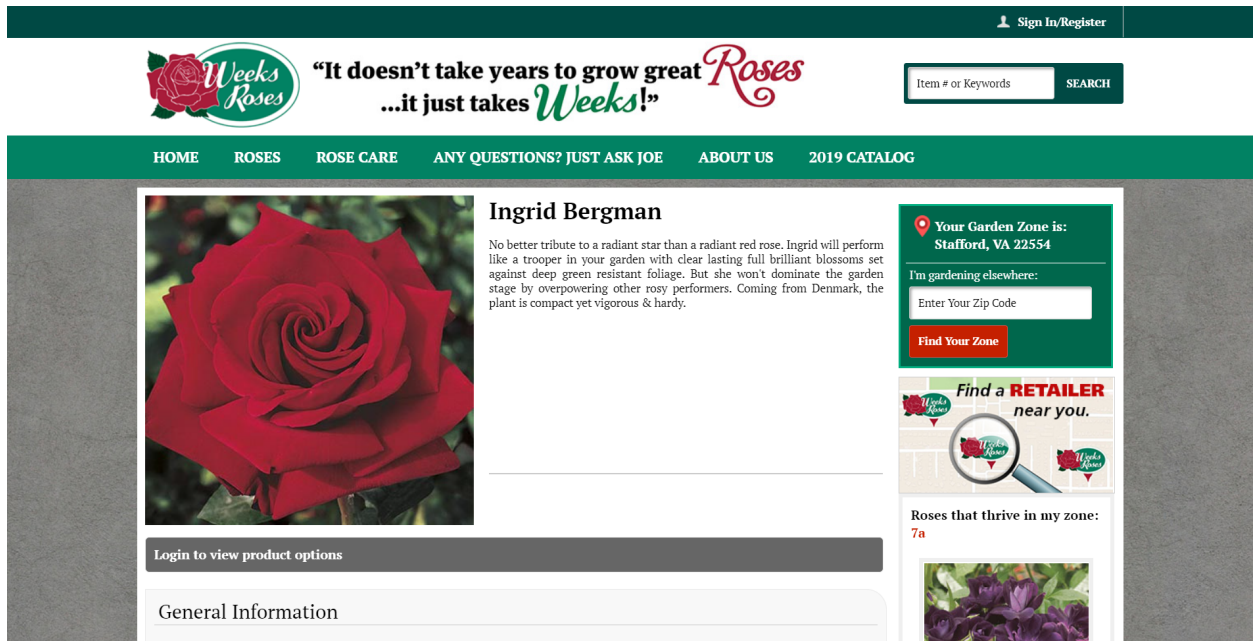
40. On April 19, 2011, counsel for Poulsen contacted counsel for Gardens Alive to notify Gardens Alive of its rights in the INGRID BERGMAN mark. In response, counsel for Gardens Alive confirmed that if Gardens Alive purchased Weeks Wholesale's assets, it had "no present intention to plant or sell Ingrid Bergman" roses. Counsel for Gardens Alive further confirmed: "**If that changes, we would approach you.**" A copy of this correspondence is attached hereto as Exhibit G.

**D. Defendants' Unlawful Activities**

41. Notwithstanding Gardens Alive's assurances that it would contact Poulsen if it later determined to sell Ingrid Bergman roses, Poulsen has discovered that Gardens Alive,

through Weeks, is producing, advertising, selling, and distributing roses under Poulsen's INGRID BERGMAN mark.

42. For example, as shown below, Weeks' website currently advertises for sale roses under Poulsen's INGRID BERGMAN mark.




43. Weeks likewise advertises roses for sale under Poulsen's INGRID BERGMAN mark through its wholesale catalog. An excerpt from Weeks' 2019 catalog is attached hereto as Exhibit H.

44. In addition to marketing its product using the INGRID BERGMAN mark, Weeks advertises that the Ingrid Bergman roses sold through its website originate from Denmark, further suggesting to consumers that Weeks' roses originate from or are otherwise associated with Poulsen.

45. Additionally, as shown below, Weeks identifies Pernille & Mogens Olesen—the owners of Poulsen—as the hybridizer of the Ingrid Bergman roses advertised for sale on its

website, further suggesting to consumers that Weeks' roses are authentic INGRID BERGMAN roses.



### Ingrid Bergman

No better tribute to a radiant star than a radiant red rose. Ingrid will perform like a trooper in your garden with clear lasting full brilliant blossoms set against deep green resistant foliage. But she won't dominate the garden stage by overpowering other rosy performers. Coming from Denmark, the plant is compact yet vigorous & hardy.

[Login to view product options](#)

#### General Information

<b>Class</b>	Hybrid Tea	<b>Flower Size</b>	Very large
<b>Plant Habit</b>	Medium	<b>Flower Form</b>	Fully double
<b>Growth Habit</b>	Upright, bushy	<b>Petal Count</b>	35 to 40
<b>Foliage Color</b>	Deep green	<b>Parentage</b>	Precious Platinum × Else Poulsen
<b>Flower Color</b>	Clear bright red	<b>Hybridizer</b>	Pernille & Mogens Olesen
		<b>Intro Year</b>	1985

46. Poulsen has never granted any license to the INGRID BERGMAN mark to Defendants.

47. Upon information and belief, Weeks' sale and distribution of counterfeit roses under the INGRID BERGMAN mark is widespread.

48. Upon information and belief, Weeks has sold counterfeit roses under the INGRID BERGMAN mark to at least 11 retailers throughout the United States, including, by way of example, Osuna Nursery, Flower World, Inc., Adams Nursery, Edmunds' Roses, Regan Nursery, Green Acres Nursery & Supply, Rogue Valley Roses, Gertens, Cornell Farm, Rosarium Garden

Center, and Golden Valley Rose Distributors. Each of these entities currently advertises, or have recently advertised, roses for sale under the INGRID BERGMAN mark.

49. Poulsen has not entered into license agreements with any of the aforementioned retailers authorizing use of its INGRID BERGMAN mark. Upon information and belief, each of the aforementioned retailers obtained their products from Weeks.

50. Defendants have no valid consent, license, approval, or other authorization to use the INGRID BERGMAN mark in association with their goods or services.

51. Defendants are aware of the value of the INGRID BERGMAN mark and have sought to profit from the consumer goodwill associated with the INGRID BERGMAN mark.

52. Defendants have and continue to cause significant damage to Poulsen's rights and economic interests in the INGRID BERGMAN mark.

53. Upon information and belief, Defendants have adopted and used the INGRID BERGMAN mark with the willful intent to cause consumer confusion and mistake and to deceive as to the affiliation, connection, or association of Defendants with Poulsen as to the origin, sponsorship, or approval of Defendants' goods, services and commercial activities.

### **COUNT I**

#### **Federal Trademark Counterfeiting Under Sections 32(1) and 35 of the Lanham Act**

54. Poulsen repeats and realleges the preceding paragraphs as if fully set forth herein.

55. Defendants are not authorized to use the INGRID BERGMAN mark or any mark confusingly similar to or that in any way represents or implies that Defendants' goods are in any way associated with Poulsen.

56. Nevertheless, Defendants have impermissibly used and continue to use in commerce counterfeit marks identical with, or substantially indistinguishable from, Poulsen's INGRID BERGMAN mark.

57. Defendants' unauthorized use of the INGRID BERGMAN mark as alleged herein constitutes trademark counterfeiting in violation of the Lanham Act, 15 U.S.C. § 1114(1). Defendants' unauthorized use of the INGRID BERGMAN mark is likely to cause confusion, mistake, or deception as to the source of Defendants' goods, and has falsely suggested that Defendants and their goods and services are sponsored by, connected to, or associated with Poulsen.

58. Defendants were specifically notified of, and acknowledged, Poulsen's rights, stating that they would approach Poulsen were they interested in selling Ingrid Bergman roses, and therefore Defendants' wrongful use of the INGRID BERGMAN mark is knowing, deliberate, and willful.

59. Defendants' actions violate the Lanham Act, 15 U.S.C. § 1114(1). Defendants have caused, and will continue to cause, immediate and irreparable injury to Poulsen, including injury to Poulsen's business, reputation, and goodwill, for which there is no adequate remedy at law. Poulsen is therefore entitled to an injunction under 15 U.S.C. § 1116 restraining Defendants, their agents, employees, representatives and all persons acting in concert with Defendants from engaging in future acts of infringement.

60. Pursuant to 15 U.S.C. § 1117, Poulsen is further entitled to recover from Defendants (a) statutory damages in an amount up to \$2,000,000 for each counterfeit mark, as provided by 15 U.S.C. § 1117(c), or, at Poulsen's election, three times Defendants' illicit profits; and (b) reasonable attorneys' fees and pre-judgment interest pursuant to 15 U.S.C. § 1117(b).

## **COUNT II**

### **Federal Trademark Infringement Under Section 32(1) of the Lanham Act**

61. Poulsen repeats and realleges the preceding paragraphs as if fully set forth herein.

62. Defendants are not authorized to use the INGRID BERGMAN mark or any mark confusingly similar to or that in any way represents or implies that Defendants' goods are in any way associated with Poulsen.

63. Nevertheless, Defendants have impermissibly used and continue to use in commerce the INGRID BERGMAN mark in connection with their goods and services.

64. Defendants' unauthorized use of the INGRID BERGMAN mark as alleged herein constitutes trademark infringement in violation of the Lanham Act, 15 U.S.C. § 1114(1). Defendants' unauthorized use of the INGRID BERGMAN mark is likely to cause confusion, mistake, or deception as to the source of Defendants' goods, and has falsely suggested that Defendants and their goods and services are sponsored by, connected to, or associated with Poulsen.

65. Defendants were specifically notified of, and acknowledged, Poulsen's rights, stating that they would approach Poulsen were they interested in selling Ingrid Bergman roses, and therefore Defendants' wrongful use of the INGRID BERGMAN mark is knowing, deliberate, and willful.

66. Defendants' actions violate the Lanham Act, 15 U.S.C. § 1114(1). Defendants have caused, and will continue to cause, immediate and irreparable injury to Poulsen, including injury to Poulsen's business, reputation, and goodwill, for which there is no adequate remedy at law. Poulsen is therefore entitled to an injunction under 15 U.S.C. § 1116 restraining Defendants, their agents, employees, representatives and all persons acting in concert with Defendants from engaging in future acts of infringement.

67. Pursuant to 15 U.S.C. § 1117, Poulsen is further entitled to recover from Defendants the damages sustained by Poulsen as a result of Defendants' acts in violation of the Lanham Act,

15 U.S.C. § 1114(1). Poulsen is at present unable to ascertain the full extent of the monetary damages it has sustained by reason of Defendants' acts.

68. Pursuant to 15 U.S.C. § 1117, Poulsen is further entitled to recover from Defendants the gains, profits and advantages that Defendants have obtained as a result of its acts in violation of the Lanham Act, 15 U.S.C. § 1114(1). Poulsen is at present unable to ascertain the full extent of the gains, profits and advantages Defendants have obtained by reason of its acts.

69. Pursuant to 15 U.S.C. § 1117, Poulsen is further entitled to recover the costs of this action. Moreover, Poulsen is informed and believes, and on that basis alleges, that Defendants' conduct was undertaken willfully and with the intention of causing confusion, mistake or deception, making this an exceptional case entitling Poulsen to recover additional damages and reasonable attorneys' fees.

**COUNT III**  
**Unfair Competition and False Designation of Origin Under Section 43(a) of the Lanham Act**

70. Poulsen repeats and realleges the preceding paragraphs as if fully set forth herein.

71. Defendants' unauthorized use of the INGRID BERGMAN mark, as alleged herein, constitutes false designation of origin in violation of the Lanham Act, 15 U.S.C. § 1125(a). Defendants' unauthorized use of the INGRID BERGMAN mark is likely to cause mistake and/or deception as to the source or origin of Defendants' products, and falsely suggests that Defendants and their products are sponsored by, connected to, or associated with Poulsen.

72. Defendants were specifically notified of, and acknowledged, Poulsen's rights, stating that they would approach Poulsen were they interested in selling Ingrid Bergman roses, and therefore Defendants' wrongful use of the INGRID BERGMAN mark is knowing, deliberate, and willful.

73. Defendants' actions violate Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). Defendants have caused, and will continue to cause, immediate and irreparable injury to Poulsen, including injury to Poulsen's business, reputation, and goodwill, for which there is no adequate remedy at law. Poulsen is therefore entitled to an injunction under 15 U.S.C. § 1116 restraining Defendants, their agents, employees, representatives and all persons acting in concert with Defendants from engaging in future acts of infringement.

74. Pursuant to 15 U.S.C. § 1117, Poulsen is further entitled to recover from Defendants the damages sustained by Poulsen as a result of Defendants' acts in violation of 15 U.S.C. § 1125(a). Poulsen is at present unable to ascertain the full extent of the monetary damages it has sustained by reason of Defendants' acts.

75. Pursuant to 15 U.S.C. § 1117, Poulsen is further entitled to recover from Defendants the gains, profits and advantages that Defendants have obtained as a result of their acts in violation of 15 U.S.C. § 1125(a). Poulsen is at present unable to ascertain the full extent of the gains, profits and advantages Defendants have obtained by reason of their acts.

76. Pursuant to 15 U.S.C. § 1117, Poulsen is further entitled to recover the costs of this action. Moreover, Poulsen is informed and believes, and on that basis alleges, that Defendants' conduct was undertaken willfully and with the intention of causing confusion, mistake or deception, making this an exceptional case entitling Poulsen to recover additional damages and reasonable attorneys' fees.

**COUNT IV**  
**Common Law Unfair Competition**

77. Poulsen repeats and realleges the preceding paragraphs as if fully set forth herein.

78. Defendants' unauthorized use of Poulsen's INGRID BERGMAN mark, as alleged herein, constitutes common law unfair competition in violation of the law of Indiana. Defendants'

unauthorized use of Poulsen's INGRID BERGMAN mark is likely to cause mistake and/or deception as to the source or origin of Defendants' products, and falsely suggests that Defendants and their products are sponsored by, connected to, or associated with Poulsen.

79. Defendants were specifically notified of, and acknowledged, Poulsen's rights, stating that they would approach Poulsen were they interested in selling Ingrid Bergman roses, and therefore Defendants' wrongful use of Poulsen's INGRID BERGMAN mark is knowing, deliberate, and willful.

80. As a direct and proximate result of Defendants' actions described herein, Poulsen has suffered, and will continue to suffer, irreparable injury to its business, reputation, and goodwill, unless and until the Court permanently enjoins Defendants' actions. Poulsen has no adequate remedy at law for those of Defendants' actions that are ongoing.

81. As a direct and proximate result of Defendants' actions described herein, Poulsen is entitled to monetary recovery in an amount to be proven at trial.

#### **COUNT V**

#### **Indiana Crime Victim's Relief Act – Indiana Code § 35-24-3-1 Conversion – Indiana Code § 35-43-4-3**

82. Poulsen repeats and realleges the preceding paragraphs as if fully set forth herein.

83. By engaging in the unlawful, knowing, intentional, deliberate, willful, and malicious actions described above, Defendants have knowingly or intentionally exerted unauthorized control over Poulsen's valuable tangible and intangible property—including the INGRID BERGMAN mark—by making unauthorized use of same without authorization. Such unauthorized use was for Defendants' benefit and interfered with Poulsen's control of its properties.

84. As the owner of the INGRID BERGMAN mark and the accompanying goodwill, Poulsen has the right to control and authorize the use of the same.

85. Under the Indiana Crime Victims' Relief Act, Indiana Code Section 35-24-3-1, a person that suffers pecuniary loss as a result of the violation of Indiana Code Sections 35-43 *et seq.*, may bring a civil action against the person who caused the loss for treble damages, costs of the action, and reasonable attorneys' fees.

86. As set forth herein, Defendants have violated Indiana Code Section 35-43-4-2 through their exercise of unauthorized control over Poulsen's valuable tangible and intangible property—including the INGRID BERGMAN mark—by making unauthorized use of same without authorization.

87. Poulsen is the victim of Defendants' conversion and other knowing, intentional, deliberate, willful, and malicious actions set forth herein, and, as a result, has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial.

88. Poulsen is accordingly entitled to an award of those actual damages as well as statutory treble damages, corrective advertising damages, costs, and reasonable attorneys' fees.

**COUNT VI**  
**Indiana Crime Victim's Relief Act – Indiana Code § 35-24-3-1**  
**Theft – Indiana Code § 35-43-4-2**

89. Poulsen repeats and realleges the preceding paragraphs as if fully set forth herein.

90. By engaging in the unlawful, knowing, intentional, deliberate, willful, and malicious actions described above, Defendants have knowingly or intentionally exerted unauthorized control over Poulsen's valuable tangible and intangible property—including the INGRID BERGMAN mark—by making unauthorized use of same without authorization. Such unauthorized use was for Defendants' benefit and interfered with Poulsen's control of its properties.

91. As the owner of the INGRID BERGMAN mark and the accompanying goodwill, Poulsen has the right to control and authorize the use of the same.

92. Under the Indiana Crime Victims' Relief Act, Indiana Code Section 35-24-3-1, a person that suffers pecuniary loss as a result of the violation of Indiana Code Sections 35-43 *et seq.*, may bring a civil action against the person who caused the loss for treble damages, costs of the action, and reasonable attorneys' fees.

93. As set forth herein, Defendant has violated Indiana Code Section 35-43-4-3 through their exercise of unauthorized control over Poulsen's valuable tangible and intangible property—including the INGRID BERGMAN mark—by making unauthorized use of same without authorization.

94. Poulsen is the victim of Defendants' theft and other knowing, intentional, deliberate, willful, and malicious actions set forth herein, and, as a result, has suffered, and will continue to suffer, monetary damages in an amount to be proven at trial.

95. Poulsen is accordingly entitled to an award of those actual damages as well as statutory treble damages, corrective advertising damages, costs, and reasonable attorneys' fees.

#### **REQUEST FOR RELIEF**

WHEREFORE, Poulsen respectfully requests that judgment be entered in its favor and prays:

A. That this Court permanently enjoin Defendants and each of their affiliates, associates, agents, servants and employees, and all others acting in concert with Defendants from directly, indirectly, contributorily, or vicariously infringing the INGRID BERGMAN mark, from any and all use of the term INGRID BERGMAN by Defendants, or engaging in other conduct that

in any way represents or implies that Defendants' products are in any way associated with Poulsen, and from otherwise engaging in unfair competition or deception;

B. That this Court order Defendants to pay to Poulsen statutory damages in an amount up to \$2,000,000 per counterfeit mark;

C. That this Court order Defendants to pay to Poulsen such damages as Poulsen has sustained by reason of Defendants' trademark infringement, false designation of origin, unfair competition, conversion, theft, and other wrongful conduct;

D. That this Court order Defendants to account for and to pay Poulsen all profits derived by Defendants by reason of the acts complained of herein;

E. That this Court treble all profits and damages owing to Poulsen due to (i) Defendants' trademark infringement pursuant to 15 U.S.C. 1114, (ii) Defendants' false designation of origin pursuant to 15 U.S.C. § 1125(a), and (iii) Defendants' conversion and theft;

F. That this Court order Defendants to pay Poulsen its reasonable attorneys' fees and costs pursuant to the Lanham Act and Indiana Code § 35-24-3-1; and

G. That this Court award Poulsen such other further relief as it deems just.

**DEMAND FOR JURY TRIAL**

Poulsen respectfully requests a trial by jury on all issues raised by this Complaint.

Dated: July 14, 2021

Respectfully submitted,

/s/ Louis T. Perry

Louis T. Perry (#25736-49)

[louis.perry@faegredrinker.com](mailto:louis.perry@faegredrinker.com)

**FAEGRE DRINKER BIDDLE & REATH LLP**

300 North Meridian St., Suite 2500

Indianapolis, IN 46204

Phone: (317) 237-0300

Fax: (317) 237-1000

*Attorney for Plaintiff*