

1 **GLUCK LAW FIRM P.C.**
Jeffrey S. Gluck (SBN 304555)
123 N. Kings Road #6
2 Los Angeles, California 90048
Telephone: 310.776.7413
3

4 **ERIKSON LAW GROUP**
David Alden Erikson (SBN 189838)
Antoinette Waller (SBN 152895)
5 200 North Larchmont Boulevard
Los Angeles, California 90004
6 Telephone: 323.465.3100
Facsimile: 323.465.3177
7

8 Attorneys for Plaintiff
9

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

12 LOVE MADE LLC, a California
13 limited liability company,

14 Plaintiff,

15 v.

16 VICTORIA'S SECRET STORES,
17 INC., a Delaware corporation; and
DOES 1-10 inclusive.

18 Defendants.
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Case No.

**COMPLAINT FOR DAMAGES,
RESTITUTION AND INJUNCTIVE
RELIEF**

DEMAND FOR JURY TRIAL

20 Plaintiff Love Made LLC hereby complain against Victoria's Secret Stores,
21 Inc. and Does 1-10 inclusive (collectively referred to as "Defendants") as follows.

22 **THE PARTIES**

23 1. Plaintiff Love Made LLC is, and at all times relevant herein has been, a
24 California limited liability company with its principal place of business in Los
25 Angeles, California.

26 2. Defendant Victoria's Secret Stores, Inc. is a Delaware corporation, with
27 its principal place of business in Columbus, Ohio.
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1 registration of the Mark, and use in commerce are conclusive evidence of Plaintiff's
2 ownership of their mark, and its validity.

3 13. Shown below are two samples of Love Made Me Do It's products,
4 displaying its trademark.



12 14. One of Plaintiff's primary graphic source identifiers for its brand is an
13 image of a neon sign, which reads "Love Made Me Do It," as pictured in the image
14 below, which shows the home page of Plaintiff's web site at [https://www.love-](https://www.love-made.com)
15 [made.com](https://www.love-made.com). The neon sign is notable for its use of white block letters, it's unpolished
16 feel, and the fact that the words making up the phrase are oriented vertically as
17 follows:

18 LOVE
19 MADE
20 ME
21 DO IT



1 15. The neon sign—first created in 2013—constitutes copyrightable subject
2 matter as an original sculptural work. In 2017, Plaintiff registered the copyright in
3 the three dimensional neon sign, with registration number VA 2-078-624. Over the
4 years, Plaintiff has sold reproductions of the work.

5 16. Inexplicably, in 2017, Defendant began using the Mark (“Love Made
6 Me Do It”) as a source identifier in promotional efforts for a new fragrance,
7 including on tote bags and promotional items. On example (among many) is shown
8 below.



22 17. Even more outrageously, Defendant uses images of a neon sign reading
23 “Love Made Me Do It” in its marketing and merchandising. As shown in the image
24 below, Victoria’s Secret’s neon sign is extremely similar to Plaintiff’s pre-existing
25 logo, in that it uses vertically-oriented white block letters.

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**First Claim for Relief for Trademark Infringement Under Section 32 of the
Lanham Act (15 U.S.C. § 1114)
(Against All Defendants)**

18. Plaintiff incorporates herein by this reference paragraphs 1 through 17 as if set forth in full in this cause of action.

19. Defendant’s actions, as set forth above, constitute infringement of a trademark in violation of the Lanham Act, 15 U.S.C. § 1114.

20. By their unauthorized use of Plaintiff’s trademark, Defendant has wrongfully appropriated for themselves business, revenue, and goodwill value that properly belongs to Plaintiff, and that Plaintiff has invested time, money, skill, and energy in developing. Defendant has intentionally traded, and infringed upon Plaintiff’s work, and the Signature Elements. Defendant’s wrongful uses of Plaintiff’s trademark is likely to cause confusion as to sponsorship or authorization by Plaintiff, or alternatively, destroy the source-identifying function of Plaintiff’s trademark.

21. By reason of Defendant’s actions alleged herein, Plaintiff has suffered, and will continue to suffer great damage to its goodwill and reputation; and the loss

1 of sales and profits that it would have received but for Defendant’s wrongful use of
2 the Plaintiff’s registered trademark. The injury to Plaintiff is and continues to be
3 ongoing and irreparable.

4 22. The foregoing acts of infringement have been and continue to be
5 deliberate, willful and wanton, making this case exceptional within the meaning of
6 15 U.S.C. § 1117. An award of monetary damages alone cannot fully compensate
7 Plaintiff for its injuries and Plaintiff lacks an adequate remedy at law.

8 23. Plaintiff is entitled to all remedies available under the Lanham Act,
9 including, but not limited to, preliminary and permanent injunctions, compensatory
10 damages, treble damages, disgorgement of profits, costs and attorney's fees.

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12 **Second Claim for Relief for Unfair Competition Under Section 43(a) of**
13 **The Lanham Act (15 U.S.C. § 1125(a))**

14 24. Plaintiff incorporates herein by this reference paragraphs 1 through 23
15 as if set forth in full in this cause of action.

16 25. As described above, the imagery of a crude, white, vertically oriented
17 neon sign reading “Love Made Me Do It” are signature elements of Plaintiff’s
18 marketing and brand identity (the “Signature Elements”). Consumers have come to
19 recognize the Signature Elements as being associated with Plaintiff, and indicating
20 Plaintiff as the source of associated good. The goodwill and reputation associated
21 with the Signature Elements has continuously grown throughout the general public,
22 and is now well known throughout the United States and the State of California as a
23 source of origin for Plaintiff’s jewelry.

24 26. The Signature Elements of Plaintiff’s work are strong, fanciful, non-
25 functional, and distinctive, and inherently distinctive. Through Plaintiff’s efforts in
26 marketing and selling their products, the Signature Elements have become
27 distinctive of Plaintiff’s brand and products, and have acquired secondary meaning
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1 among relevant consumers and the public generally.

2 27. As alleged above, Defendant markets, merchandises and promotes its
3 fragrance improperly incorporating the Signature Elements, which is likely to cause
4 consumers to mistakenly believe that Defendant's products are associated with
5 Plaintiff—and is designed to create such confusion. Defendant's use of the
6 Signature Elements is likely to cause confusion or mistake or deception of
7 purchasers as to the source of Plaintiff's and/or Defendant's goods. Defendant's
8 conduct will damage Plaintiff's ability to enjoy, maintain and exploit his hard-won
9 brand-recognition.

10 28. Although it maintains the highest standards of quality, Plaintiff has no
11 control over the type or quality of the goods provided by Defendant. Goods of low
12 quality or mass-market appeal, if associated with Plaintiff, damage its reputation.
13 Further, such loss of goodwill with respect to customers and retailers have caused
14 and will cause decreased revenues and decreased profits for Plaintiff. In addition,
15 Defendant's use of the Signature Elements diminishes the distinctiveness of
16 Plaintiff's work and brand, negatively affecting its ability to connote a single source
17 of Plaintiff's products.

18 29. By their unauthorized use of the Signature Elements, Defendant has
19 wrongfully appropriated for themselves business, revenue, and goodwill value that
20 properly belongs to Plaintiff, and that Plaintiff has invested time, money, skill, and
21 energy in developing. Defendant has intentionally traded, and infringed upon
22 Plaintiff's work, and the Signature Elements.

23 30. By virtue of Defendant's acts hereinabove described, Defendant has
24 committed, and is continuing to commit, unlawful, unfair, and fraudulent business
25 acts in violation of, inter alia, 15 U.S.C. § 1125(a).

26 31. By reason of Defendant's acts of unfair competition as alleged herein,
27 Plaintiff has suffered and will continue to suffer substantial damage to his business
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1 in the form of diversion of trade, loss of profits, and a dilution in the value of his
2 rights and reputation, all in amounts which are not yet ascertainable but which are
3 estimated to be not less than the jurisdictional minimum of this court.

4 32. Defendant's acts of unfair competition in violation of 15 U.S.C. §
5 1125(a) have caused, and will continue to cause, damage and irreparable harm to
6 Plaintiff (as described above) and are likely to continue unabated, thereby causing
7 further damage and irreparable harm to Plaintiff, and to the goodwill associated with
8 the valuable and well-known Signature Elements, and Plaintiff's business
9 relationships, unless preliminarily and permanently enjoined and restrained by the
10 Court. Plaintiff has no adequate remedy at law and will suffer irreparable injury if
11 Defendant is allowed to continue to wrongfully continue the conduct herein
12 described.

13 33. In committing these acts of unfair competition, Defendant acted
14 willfully, wantonly, and recklessly; and with conscious disregard for Plaintiff's
15 rights. Plaintiff is therefore entitled to punitive damages.

16 34. Plaintiff is entitled to all remedies available under the Lanham Act,
17 including, but not limited to, preliminary and permanent injunctions, compensatory
18 damages, treble damages, disgorgement of profits, costs and attorney's fees.

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20 **Third Claim for Relief for Unfair Competition Under**
21 **California Business and Professions Code §§ 17200 et seq.**
22 **(Against All Defendants)**

23 35. Plaintiff incorporates herein by this reference paragraphs 1 through 34
24 as if set forth in full in this cause of action.

25 36. Defendant, by means of the conduct above, have engaged in, and are
26 engaging in, unlawful, unfair, fraudulent and deceptive business practices under
27 California Business and Professions Code §§ 17200 et seq. These acts and practices
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1 undertaken by Defendant violate California Business & Professions Code § 17200
2 in that they are—as described above—unfair, fraudulent, and/or unlawful.
3 Specifically, without limiting the generality of the foregoing, such acts and practices
4 constitute violations of the Lanham Act, and are and were fraudulent in that: (a)
5 Defendant seeks to deceive consumers regarding the source, quality and origin of
6 Defendant’s goods and Defendant’s association with Plaintiff and (b) the general
7 public and trade is likely to be confused regarding the business relationship between
8 Plaintiff and Defendant. Further, without limiting the generality of the foregoing, the
9 harm to Plaintiff and to members of the general public far outweighs the utility of
10 Defendant’s practices and, consequently, Defendant’s practices constitute an unfair
11 business act or practice within the meaning of Business and Professions Code §
12 17200.

13 37. Plaintiff has sustained, and will continue to sustain, serious and
14 irreparable injury to their businesses and reputations, as a direct and proximate
15 result of Defendant’s conduct (as described above). Unless Defendant is enjoined
16 by this Court, there is a substantial possibility that they will continue to engage in
17 such unlawful, unfair, and deceptive business practices, for which Plaintiff is
18 without an adequate remedy at law. Accordingly, Plaintiff is entitled to a
19 preliminary injunction and permanent injunction against Defendant and their
20 officers, directors, employees, agents, representatives, affiliates, subsidiaries,
21 distributors, and all persons acting in concert with them, prohibiting them from
22 engaging in further unlawful, unfair and/or fraudulent business practices.

23 38. As a direct result of Defendant’s unlawful, unfair, fraudulent, and
24 deceptive business practices, Defendant has received, and continues to receive,
25 income and profits that they would not have earned but for their unlawful, unfair,
26 and deceptive conduct and Plaintiff is entitled to disgorgement of such funds
27 wrongfully obtained.

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1 39. By reason of Defendant's acts of unfair competition as alleged herein,
2 Plaintiff has suffered and will continue to suffer substantial damage to Plaintiff's
3 business in the form of diversion of trade, loss of profits, and a dilution in the value
4 of their rights and reputation, all in amounts which are not yet ascertainable but
5 which are estimated to be not less than the jurisdictional minimum of this court.

6 40. Plaintiff is also entitled under the provisions of Business and
7 Professions Code §17208 to an injunction prohibiting Defendant, and each of them,
8 from engaging in any act, directly or indirectly, which constitute unlawful, unfair,
9 and deceptive business practices.

10 41. In committing these acts of unfair competition, Defendant acted
11 willfully, wantonly, and recklessly; and with conscious disregard for Plaintiff's
12 rights. Plaintiffs are therefore entitled to punitive damages.

13 42. Defendant's conduct, if allowed to proceed and continue and/or let
14 stand, will cause irreparable damage to Plaintiff's valuable business relationships
15 and consumer relations and will require Plaintiff to undertake efforts to mitigate
16 damage to such relations, all to Plaintiff's detriment. Further, such mitigation costs
17 will require substantial time, effort, and expenditures by Plaintiff, all to Plaintiff's
18 detriment.

19 **Fourth Claim for Relief for Unfair Competition Under**
20 **California Common Law**
21 **(Against All Defendants)**

22 43. Plaintiff incorporates herein by this reference paragraphs 1 through 42
23 as if set forth in full in this cause of action.

24 44. The above-described conduct of Defendant constitutes unfair
25 competition under the common law of the State of California.

26 45. As a result of the actions of Defendant, Plaintiff has been damaged in
27 an amount to be proven at trial.

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1 **Fifth Claim for Relief for Copyright Infringement**
2 **(Against All Defendants)**

3 46. Plaintiffs incorporate herein by this reference paragraphs 1 through 45
4 as if set forth in full in this cause of action.

5 47. Plaintiff's three dimensional neon sculptural work, as shown in the
6 images above, are original works of authorship and constitute copyrightable subject
7 matter under the laws of the United States. The images were fixed in a tangible
8 medium of expression, as described above.

9 48. At all times since the creation of their graphic expressions, Plaintiff has
10 complied with all aspects of the Copyright Acts of 1909 and 1976 and all other laws
11 governing copyright, and secured the exclusive rights and privileges in and to the
12 graphic expression. Plaintiff is the sole owner of all rights, title, and interest in and
13 to the copyright in their respective graphic expressions.

14 49. Subsequent to Plaintiff's creation of the work and (on information and
15 belief) with full knowledge of the rights of Plaintiff, Defendants infringed Plaintiff's
16 copyrights by copying and reproducing, as described above, the artwork and
17 exhibiting such copied images as advertising materials.

18 50. All of Defendants' acts were performed without the permission, license
19 or consent of Plaintiffs.

20 51. By reason of Defendants' acts of copyright infringement as alleged
21 herein, Plaintiffs have suffered and will continue to suffer substantial damage to
22 their businesses in the form of diversion of trade, loss of profits, and a diminishment
23 in the value of Plaintiffs' works, rights, and reputation, in part as described above,
24 all in amounts that are not yet ascertainable but not less than the jurisdictional
25 minimum of this court.

26 52. By reason of Defendants' infringement of Plaintiffs' copyright as
27 alleged herein, Defendants are liable to Plaintiffs for the actual damages incurred by
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1 Plaintiffs, and each of them, as a result of the infringement, and for any profits of
2 Defendants directly or indirectly attributable to such infringement.

3 53. Defendants' copying was willful, as alleged above.
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5 **PRAYER**

6 WHEREFORE, Plaintiffs pray judgment against Defendant as follows:

7 1. That Plaintiffs are awarded all damages, including future damages, that
8 Plaintiffs have sustained, or will sustain, as a result of the acts complained of herein,
9 subject to proof at trial;

10 2. That Plaintiffs are awarded their costs, attorneys' fees and expenses in
11 this action;

12 3. That Plaintiffs are awarded pre-judgment interest;

13 4. For an order permanently enjoining Defendant and its employees,
14 agents, servants, attorneys, representatives, successors, and assigns, and any and all
15 persons in active concert or participation with any of them, from engaging in the
16 misconduct referenced herein;

17 5. That Defendant be ordered to immediately recall and remove any and
18 all infringing goods from any and all remaining locations, physical or digital;

19 6. That Defendants be ordered to file with this Court and serve upon
20 Plaintiffs' counsel within thirty (30) days after services of the judgment demanded
21 herein, a written report submitted under oath setting forth in detail the manner in
22 which they have complied with the judgment;

23 7. For disgorgement of all proceeds, and restitution of the moneys
24 wrongfully received by Defendants as the result of their wrongful conduct, including
25 copyright infringement;

26 9. For punitive damages in an amount sufficient to deter Defendants, and
27 each of them, from their wrongful conduct; and
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