

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

MILWAUKEE WORLD FESTIVAL, INC.,

Plaintiff,

v.

Case No.: 23-cv-470
JURY TRIAL DEMANDED

MINNESOTA TWINS, LLC, D/B/A
MINNESOTA TWINS BASEBALL CLUB,

Defendant.

COMPLAINT

Plaintiff, Milwaukee World Festival, Inc. (“MWF”), by its counsel, Amundsen Davis, LLC, as and for its Complaint against Defendant, Minnesota Twins, LLC, d/b/a Minnesota Twins Baseball Club (the “Twins”), alleges as follows:

1. This is a civil action for trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. §1501 et seq. and federal common law, and for related state claims arising out of the same case or controversy.

THE PARTIES

2. Plaintiff, MWF, is a Wisconsin corporation whose registered agent is Mary Schanning, with a principal place of business located at 639 E. Summerfest Place, Milwaukee, WI 53202.

3. Upon information and belief, Defendant, the Twins, is a Delaware limited liability company whose principal place of business and registered office is located at 250 Nicollet Mall, Suite 600, Minneapolis, MN 55401.

THE TRADEMARKS

5. MWF was founded in 1965 as a non-profit to organize and produce Milwaukee's annual SUMMERFEST®¹ entertainment and music festival (the "SUMMERFEST") as well as to maintain and improve the Henry Maier Festival Park, the site of SUMMERFEST since 1970.

6. MWF owns federal trademark registrations including at least the following: SUMMERFEST (U.S. Registration No. 940,211) issued August 1, 1972 for use in connection with "arranging and conducting an annual summer entertainment", International Class 41 (the "Mark") and for use of the Mark on "T-shirts, sweatshirts, nightshirts, belts, jackets, hats, shorts and slacks" (U.S. Registration No. 1,771,580), International Class 25, issued May 18, 1993 (together referred to as the "SUMMERFEST Trademarks"). A copy of the trademark registrations are attached as Exhibits A and B.

7. The SUMMERFEST Trademarks have been used exclusively and continuously throughout the Midwest region of the United States and MWF's other geographic markets from at least as early as 1972.

8. MWF has expended substantial amounts of money to conduct extensive advertising and marketing related to its SUMMERFEST entertainment festival branded under the SUMMERFEST Trademarks.

9. MWF has built substantial goodwill in the SUMMERFEST Trademarks in connection with the goods and services provided under the Mark.

10. Through many decades of substantially exclusive and continuous use, the SUMMERFEST Trademarks are well known and recognized throughout the Midwest and

¹ SUMMERFEST® is a registered trademark. For readability, MWF will omit the registered trademark symbol through the remainder of the Complaint.

MWF's other geographic markets and have become distinctive of the yearly SUMMERFEST entertainment music festival.

11. MWF's exclusive and continuous use of the SUMMERFEST Trademarks has given them secondary meaning to consumers in the Wisconsin and Midwest region.

12. Due to the extensive and substantive marketing efforts of MWF, the SUMMERFEST Trademarks are widely recognized by consumers.

13. The SUMMERFEST Trademarks are recognized by the general consuming public as a designation of source for MWF's SUMMERFEST entertainment music festival, and are therefore famous marks.

FACTUAL ALLEGATIONS

I. HISTORY OF SUMMERFEST

14. The first SUMMERFEST festival was hosted in 1968 by the Mayor of Milwaukee, Henry Maier.

15. In 1970, SUMMERFEST introduced its iconic "smiley face" logo, which is now synonymous with the event.

16. That same year, SUMMERFEST also acquired a leasehold interest over a seventy-five (75) acre lakefront site in downtown Milwaukee, now known as the Henry Maier Festival Park.

17. In the ten (10) years to follow, SUMMERFEST attendance grew exponentially and, as a result, permanent stages and buildings were constructed on-site.

18. In 1987, SUMMERFEST constructed The Marcus Amphitheater, now known as The American Family Insurance Amphitheater, which seats 23,000 festival attendees and has hosted Lady Gaga, Bruno Mars, Whitney Houston, and Prince, among other performers.

19. In 2017, SUMMERFEST renovated the Miller Lite Oasis, which included the Miller Brew House, new bar areas and expanded hospitality areas, a retail store, and the “Level Up” concert viewing deck, for a better concert experience for its attendees.

20. Over the years, MWF has spent significant sums marketing and advertising the SUMMERFEST Trademarks as follows:

- a. \$885,000 plus approximately \$300,000 of in-kind marketing estimated in 2021;
- b. \$1,300,000 plus approximately \$514,000 of in-kind marketing estimated in 2022; and
- c. \$1,400,000 plus approximately \$462,000 of in-kind marketing estimated in 2023.

21. MWF’s efforts to market and advertise the SUMMERFEST Trademarks has caused SUMMERFEST to be considered one of the top ranked music festivals in the country.

22. MWF considers the following festivals to be competitors to its SUMMERFEST entertainment music festival: Windy City Smoke Out, Lyrical Lemonade, Pitchfork, Lollapalooza, Bonnaroo, Coachella, Outside Lands and Austin City Limits.

23. MWF SUMMERFEST holds a distinction as one of the top ranked music festivals in the country due to the record attendance it has maintained over a long period of time, and its ability to attract quality bands/artist talent. These factors not only establish SUMMERFEST as a premier music festival, but they establish the strength of the SUMMERFEST Trademarks.

24. SUMMERFEST attendees come from all over the nation, but a majority of event attendees come from Milwaukee, Appleton/Green Bay, Madison, Western Wisconsin, Minneapolis/St. Paul, Chicago, Des Moines and Quad Cities, Indianapolis and Detroit.

25. MWF SUMMERFEST has enjoyed exclusive use of the SUMMERFEST Trademarks to brand its music festival and merchandise sold during the festival for several decades.

26. While local attendees from Wisconsin purchase tickets out of habit, many attendees from outside markets are impulse buyers who are not as familiar with MWF's SUMMERFEST's various ticket packages and offerings.

27. In 2017, SUMMERFEST earned approximately \$52 million in gross revenue.

28. In 2018, SUMMERFEST earned approximately \$60 million in gross revenue.

29. In 2019, SUMMERFEST earned approximately \$53 million in gross revenue.

30. With the COVID pandemic in 2020, SUMMERFEST'S 2020 festival was cancelled.

31. In 2021, SUMMERFEST had approximately \$66 million in gross revenue, which included approximately \$10 million in pandemic related venue grants.

32. In 2022, SUMMERFEST had approximately \$60 million in gross revenue.

33. SUMMERFEST had traditionally been an eleven (11) consecutive day festival event, which included two weekends and weekdays. The event was always held over the July 4th holiday.

34. Since 2021, SUMMERFEST has been a nine (9) day event, occurring over three consecutive weekends.

35. SUMMERFEST 2023 recently concluded, running on June 22, 2023 through June 24, 2023, June 29, 2023 through July 1, 2023, and July 6, 2023 through July 8, 2023.

36. The 2023 lineup was musically diverse, including Imagine Dragons, Zach Bryan, Dave Matthews Band, and Eric Church, among other A-list talent.

37. Imagine Dragons performed on July 8, 2023, as a closing headliner at the event.

38. The band AJR was scheduled to headline on July 6, as a replacement for Jimmy Buffet, who had cancelled. AJR was scheduled to open for Imagine Dragons on July 8th. Due to circumstances beyond the control of MWF, AJR cancelled its appearances at SUMMERFEST.

39. MWF refunded all tickets purchased for AJR's July 6 headlining show.

40. Total attendance for SUMMERFEST 2023 was approximately 600,000 people, a 40% increase from SUMMERFEST 2022. Total attendance at SUMMERFEST in 2022 was approximately 450,000. SUMMERFEST 2021's attendance was approximately 410,000. Prior to the COVID pandemic, historic yearly attendance at SUMMERFEST was between 750,000 to 800,000.

41. SUMMERFEST 2023 also saw a record number of sponsorships, with 15 new sponsors joining the event.

II. THE MINNESOTA TWINS

42. The Twins are a Major League Baseball team that was established in October 1960, when Calvin Griffith moved the Washington Senators baseball team to the Minnesota/St. Paul area, becoming the Minnesota Twins.

43. The Minnesota Twins play at Target Field, located in downtown Minneapolis, which is approximately 30 miles from the Minnesota/Wisconsin border and Hudson, Wisconsin.

44. Upon information and belief, the Minnesota Twins market themselves to a self-described "five state region, including Minnesota, Iowa, North Dakota, South Dakota, and Western Wisconsin."

45. The Minnesota Twins limits its charitable giving to non-profits in its community, but that includes charities located in Western Wisconsin.

46. The Minnesota Twins advertise directions to Target Field, including providing directions from Hudson, Wisconsin to Target Field.

47. The Minnesota Twins host “Community Fund Youth Baseball & Softball Clinics,” including clinics located in Ashland, Wisconsin.

48. The Minnesota Twins’ radio broadcasting network includes Wisconsin-based channels, including but not limited to FM 106.3 (WMEQ) and FM 98.7.

49. The Minnesota Twins’ radio broadcasts on News Talk 830 (WCCO) reach Wisconsin counties, including Barron, Burnett, Dunn, Pepin, Pierce, Polk, and St. Croix.

50. The Minnesota Twins’ television broadcasting rights belong to Bally Sports North, which serves sports fans throughout Minnesota, Wisconsin, Iowa, North Dakota, and South Dakota.

51. In 2020, the Minnesota Twins president, Dave St. Peter, indicated that the Twins had conversations with the University of Wisconsin and the University of Iowa for theme nights at the Twins, but ultimately the Twins hesitated to schedule those “for fear of bruising Gopher (University of Minnesota) feelings.” Mr. St. Peter explained that “theme nights are easy to market to different demographics, because you’re sort of speaking their same language.”

52. The Minnesota Twins play baseball games against the Milwaukee Brewers at American Family Field (formerly Miller Park) in Milwaukee, Wisconsin, including on the following dates: August 22, 2023; August 23, 2023; July 26, 2022; July 27, 2022; April 1, 2021; April 3, 2021; April 4, 2021; August 10, 2020; August 11, 2020; August 12, 2020; August 13, 2019; August 14, 2019; July 2, 2018; July 3, 2018; July 4, 2018; August 9, 2017; August 10, 2017; April 20, 2016; April 21, 2016; June 26, 2015; June 27, 2015; June 28, 2015; June 2, 2014; June 3, 2014; May 27, 2013; and May 28, 2013.

III. HISTORY OF TC SUMMER FEST

53. Upon information and belief, starting in 2019, the Twin Cities Summer Jam was founded as a multi-day, multi-genre music festival in the Twin Cities. At the time the festival was occurring, attendees could learn information about dates, ticket pricing and performers at <http://tcsummerjam.com>.

54. Following the end of Twin Cities Summer Jam in 2022, the Twins decided to host its first “TC SUMMER FEST” at Target Field in Minneapolis, Minnesota to be held in July 2023.

55. Upon information and belief, “TC SUMMER FEST” is a collaboration between the Minnesota Twins and Mankato promoter, Jerry Braam. Mr. Braam had been a principal of the now-abandoned Twin Cities Summer Jam.

56. Despite working with Mr. Braam, the Twins chose to market their event as “TC SUMMER FEST” rather than continuing to use the brand “Twin Cities Summer Jam.”

57. Anyone who would try to access the former Twin Cities Summer Jam website will now be routed to <http://tcsummerfest.com>, the website specifically intended to promote TC SUMMER FEST.

58. Upon information and belief, the Twins were aware of MWF’s SUMMERFEST Trademarks when it chose to market the event as “TC SUMMER FEST.”

59. Twins’ executive vice president and chief business officer Meka Morris said: “The name Summer Fest is an homage to the legacy of the Summer Jam, and a nod to the festival-style nature of this event. . . . *Summerfest in Milwaukee is certainly an iconic Midwest music event, as we hope the TC SUMMER FEST will also become.*” (emphasis added)

60. TC SUMMER FEST 2023 is set to occur from July 14, 2023 through July 15, 2023, less than a week after, and on the weekend immediately following, the conclusion of SUMMERFEST in Milwaukee, Wisconsin

61. The 2023 lineup for TC SUMMER FEST includes Imagine Dragons, The Killers, and AJR, among other musical performers.

62. Upon information and belief, TC SUMMER FEST advertised and/or marketed the event in Western Wisconsin, including but not limited to advertisements with the Star Tribune. The Star Tribune's delivery radius includes delivery in Western Wisconsin.

IV. THE TWINS INFRINGEMENT AND TORTIOUS CONDUCT

63. On or around May 1, 2023, MWF learned that the Twins was planning to hold a music entertainment festival under the mark "TC SUMMER FEST", featuring musical entertainment, including some of the exact same musical acts scheduled to perform at SUMMERFEST. MWF became severely concerned that TC SUMMER FEST would be viewed as confusingly similar to SUMMERFEST.

64. On June 2, 2023, counsel for MWF sent the Twins a Cease and Desist letter regarding the Twins' use of TC SUMMER FEST at its upcoming entertainment music festival. A true and correct copy of this letter is attached hereto as Exhibit C.

65. Since June 2, 2023, counsel for MWF and counsel for the Twins have been engaged in discussions related to the Twins' use of TC SUMMER FEST, but such discussions have been unsuccessful in resolving MWF's concerns about infringement of the Mark.

66. The Twins use of TC SUMMER FEST is also likely to cause dilution by tarnishment and by harming the reputation of the SUMMERFEST Trademarks, leading to irreparable injury to MWF.

67. Lately, the Twins have also been dealing with significant negative publicity that is increasing concerns for MWF if there is a likelihood of confusion that the TC SUMMER FEST event is somehow affiliated with SUMMERFEST.

68. When AJR cancelled its show, the Twins did not issue refunds to ticket purchasers and it only recently, as of July 11, announced a replacement performer. These decisions have created negative comments on social media.

69. In addition, the Twins recently offered a 50% discounted ticket sales for the TC SUMMER FEST event. This decision led to negative comments from attendees who had previously purchased tickets at full price.

70. The confusion that is already happening in the marketplace along with this negative publicity, is a potential threat and harm to the goodwill and reputation associated with the SUMMERFEST Trademarks.

V. ACTUAL CONFUSION

71. Not only is TC SUMMER FEST substantially similar to SUMMERFEST in appearance and presentation that it could likely cause confusion, it is causing actual confusion.

72. On May 1, the Twins posted a Facebook advertisement for the TC SUMMER FEST event. The public comments in response to this post demonstrate confusion that the event is associated with MWF's SUMMERFEST.

73. Public comments to the post include the following: “[t]hat artwork looks oddly familiar,” “Summerfest is already a festival in Milwaukee,” “Summerfest is in Milwaukee and has been running for 50+ years. Couldn’t they come up with an original name?”, and “Summerfest so nice of you to share your trademarked name with Minneapolis.”

74. On July 10, 2023, a reporter for Atlantic Records contacted MWF's media department "wondering if you know the press contact for TC Summerfest in Minneapolis this weekend?"

75. On July 7, 2023, a reporter for American Songwriter, Jon Mendelsohn wrote an article titled "The Killers Announce Intimate Show at First Avenue Prior to Their Gig at SummerFest 2023." A true and correct copy of this article is attached hereto as Exhibit D. In the article it states:

The Killers' Target Field shows are part of Summerfest 2023. In addition to the Killers, Summerfest 2023 will feature performances from several prominent artists including Eric Church, Elle King, Zac Brown Band, Bonobo, and Sheryl Crow.

Summerfest 2023 is advertised as a truly unique musical showcase. Summerfest's official website states, "Summerfest presented by American Family Insurance is all about bringing you shows you'll brag about and moments that you just can't miss.

More stages and picture-perfect spaces on the lakefront, local eats, drinks, shopping, and even an all-new children's area for your up-and-coming little rockers," the website continues. "Summerfest will celebrate its 55th anniversary in 2023. To commemorate this iconic milestone, the festival is planning some promotions for the anniversary year."

76. While the references to The Killers performing at Target Field relate to the TC SUMMER FEST event, all the other references quoted above are describing MWF's SUMMERFEST.

77. These instances are just some of the confusion that is occurring in the marketplace, confusion that the Twins is hoping to benefit from as they launch their inaugural music festival building upon the goodwill and reputation of the SUMMERFEST Trademarks.

VI. MWF'S ENFORCEMENT OF ITS SUMMERFEST MARKS

78. Since April 2022, MWF has sent out 32 cease and desist letters to various entities holding events that incorporate the SUMMERFEST Trademarks or similar marks.

79. Of the entities who received this notice, 18 entities agreed to stop using the SUMMERFEST Trademarks altogether and they rebranded their events without MWF needing to negotiate a formal agreement or pursue litigation.

80. Nine entities who received cease and desist letters entered into license agreements with MWF, whereby these entities would be able to continue using the SUMMERFEST Trademarks within a broader title of their event provided that they adhere to usage requirements, limited geographic and advertising reach, added geographic signifiers to the name, agreed to restraints on merchandise that bears the SUMMERFEST Trademarks and other agreed upon restrictions, including the payment of royalties.

81. There are 4 events where MWF is currently in the process of working through enforcement of its SUMMERFEST Trademarks and considering options, including potential litigation.

82. In addition to periodic policing of events to ensure the SUMMERFEST Trademarks are not being improperly used, MWF routinely takes steps to pursue entrepreneurs who use the SUMMERFEST Trademarks on merchandise sold off festival grounds.

JURISDICTION AND VENUE

83. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338, 15 U.S.C. § 1121(a), which authorize district courts to hear civil actions arising under Acts of Congress related to trademarks and the Lanham Act, 15 U.S.C. § 1051 *et seq.*

84. This Court has supplemental jurisdiction pursuant to 18 U.S.C. § 1338(b), which authorizes district courts to hear state law unfair competition claims when joined with a substantial and related claim under U.S. trademark law, and 28 U.S.C. § 1367(a), which allows a

district court to hear state law claims related to the actions subject to this Court's jurisdiction, as long as they form part of the same case or controversy.

85. This Court has personal jurisdiction pursuant to Wis. Stat. § 801.05(1)(d) because the Minnesota Twins are engaged in substantial and not isolated activities within Wisconsin, including its marketing, advertisements, broadcasting, and sponsored events within Western Wisconsin counties.

86. This Court has personal jurisdiction pursuant to Wis. Stat. § 801.05(4) because the Minnesota Twins have solicited and advertised the misleading TC SUMMER FEST Mark towards residents of Western Wisconsin counties.

87. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because the Twins conducts substantial business in this district.

88. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(3) because the Twins are subject to this Court's exercise of personal jurisdiction.

**FIRST CAUSE OF ACTION
FEDERAL TRADEMARK INFRINGEMENT UNDER § 32
OF THE LANHAM ACT, 15 U.S.C. § 1114**

89. MWF repeats and realleges the allegations of Paragraphs 1 through 89 above as if fully set forth herein.

90. MWF's SUMMERFEST Trademarks are valid, legally protectable and enforceable marks owned by MWF.

91. The Twins has begun marketing, promoting, and selling tickets to its TC SUMMER FEST, causing confusion as to the origin or affiliation of its event compared to MWF's SUMMERFEST Trademarks and SUMMERFEST entertainment music festival.

92. The Twins' TC SUMMER FEST is marketed and promoted, with tickets sold, in the same geographic market and to the same target individuals as MWF's SUMMERFEST.

93. The Twins' use of the name TC SUMMER FEST (including use in its domain name) is a clear attempt by the Twins to trade on the longstanding and considerable goodwill developed by MWF in the SUMMERFEST Trademarks.

94. The Twins continued use of TC SUMMER FEST is creating public confusion by suggesting that the Twins' event is connected with, or endorsed by MWF, which it is not.

95. It is abundantly clear from articles and public commentary there is confusion between MWF's SUMMERFEST and the Twins' TC SUMMER FEST.

96. For example, the American Songwriter article indicates other performers will take the stage at Target Field including Eric Church, Elle King, Zac Brown Band, etc.

97. However, none of these performers are set to perform at TC SUMMER FEST, but instead took the stage at MWF's SUMMERFEST ending on July 8, 2023.

98. In addition, the article quotes language from MWF's SUMMERFEST website, while it instead is promoting the Twins' TC SUMMER FEST.

99. With TC SUMMER FEST's similar name, it is easy to understand why American Songwriter is interchanging the two events.

100. Further confusion is evidenced through the New York Post's July 10, 2023 article titled "How much do the cheapest last-minute TC Summerfest tickets cost?" Throughout the article, the July 14, 2023 and July 15, 2023 event is referred to as "TC Summerfest" with no distinction made from MWF's SUMMERFEST.

101. Also, the Vivid Seats ticket sales website notes the July 14, 2023 and July 15, 2023 events as "TC Summerfest" with no distinction made from MWF's SUMMERFEST.

102. The Twins continued use of TC SUMMER FEST to enhance its business is diluting MWF's SUMMERFEST Trademarks by blurring and impairing the distinctiveness of the SUMMERFEST Trademarks, and damaging MWF's exclusive rights in the brand, which has been established over decades of exclusive and continuous use and through its federally registered trademarks.

103. As a result, of MWF's longstanding SUMMERFEST Trademarks, the USPTO has refused attempts by others to register SUMMERFEST, with or without additional language, for use on music or entertainment festivals based on a likelihood of public confusion.

104. In fact, MWF has evidence of actual confusion through social media, with many people recognizing that the Twins are attempting to capitalize on MWF's well-known brand.

105. As a result of the Twins' acts as alleged above, MWF has suffered and will continue to suffer irreparable injury for which there is no adequate remedy at law. Such irreparable injury will continue unless and until the Twins is enjoined by this Court from further violation of MWF's rights.

106. The Twins have been put on notice of the legal consequences of its continued, unauthorized use of TC SUMMER FEST as likely to cause confusion with MWF's SUMMERFEST Trademarks.

107. The Twins have ignored the request to discontinue or rebrand the TC SUMMER FEST event, they continue to promote the event through their website, and intend to carry forward with the music festival this upcoming weekend using the TC SUMMER FEST name.

108. If the Court finds that the Twins intended to cause confusion, mistake or deception, these willful, knowing and bad faith violations of the Lanham Act are factors the Court may find that warrant an award in MWF's favor of enhanced damages.

109. If the Court finds that this is an “exceptional case” under 11 U.S.C. § 1117(a), the Court may also award MWF its attorneys’ fees.

**SECOND CAUSE OF ACTION
UNFAIR COMPETITION UNDER §43(a) OF THE LANHAM ACT,
15 U.S.C. §1125(a)**

110. MWF repeats and realleges the allegations of Paragraphs 1 through 109 above as if fully set forth herein.

111. The Twins’ improper use of the tradename and brand TC SUMMER FEST is causing confusion, mistake, and deception as to MWF’s SUMMERFEST affiliation, connection, and association with the Twins’ TC SUMMER FEST event.

112. The Twins’ use of similar marks is causing confusion in the marketplace.

113. Upon information and belief, the Twins is using the TC SUMMER FEST mark in interstate commerce.

114. MWF has suffered and continues to suffer damage as a result of the Twins’ intent to trade upon its goodwill in an amount to be determined at trial.

115. The Twins’ wrongful acts as alleged above will also irreparably injure MWF for which there is no adequate remedy at law. Such irreparable injury will continue unless and until the Twins is enjoined by this Court from further violation of MWF’s rights.

116. If Court finds that the Twins continued use of TC SUMMER FEST mark was intentional or deceptive, these willful, knowing and bad faith violations of the Lanham Act are factors the Court may find that warrant an award in MWF’s favor of enhanced damages.

117. The Court could find that the Twins intended to fool the public into believing TC SUMMER FEST was somehow approved and affiliated by MWF.

**THIRD CAUSE OF ACTION
UNFAIR COMPETITION UNDER §43(c) OF THE LANHAM ACT,
15 U.S.C. §1125(c)**

118. MWF repeats and realleges the allegations of Paragraphs 1 through 117 above as if fully set forth herein.

119. The SUMMERFEST Trademarks are strong and distinctive marks. They have been used nationwide for a long time to identify MWF's entertainment music festival in Milwaukee, Wisconsin. SUMMERFEST is widely recognized by consumers, music concert attendees, and the music industry.

120. The SUMMERFEST Trademarks are in substantial and exclusive use by MWF and are federally registered, as alleged above. MWF's SUMMERFEST Trademarks are recognized by the general consuming public of the United States as a designation of MWF's goods and services (its entertainment music festival) and are therefore famous marks.

121. The Twins' acts were commenced while MWF's SUMMERFEST Trademarks had already become famous.

122. MWF has used the SUMMERFEST Trademarks or trade names with services it markets in interstate commerce.

123. The Twins' unauthorized use of the SUMMERFEST Trademarks creates more than just a likelihood of association with MWF because the "TC SUMMER FEST" mark is nearly identical.

124. The Twins management has expressed a desire for "TC SUMMER FEST" to become as iconic MWF's SUMMERFEST event.

125. The Twins violate § 43(c) of the Lanham Act because its display of the "TC SUMMER FEST" mark is likely to cause dilution by blurring and impairing the distinctiveness

of MWF's SUMMERFEST Trademarks and the Twins' TC SUMMER FEST mark, all to the irreparable injury and damage of MWF.

126. The Twins violate § 43(c) of the Lanham Act because its display of the "TC SUMMER FEST" mark is likely to cause dilution by tarnishment and by harming the reputation of the SUMMERFEST Trademarks, all to the irreparable injury to and damage of MWF.

127. The Twins had actual knowledge of the SUMMERFEST Trademarks when using the "TC SUMMER FEST" mark.

128. The Twins acted willfully and intended to create an association between its event and MWF's SUMMERFEST event. The Twins' willful use of MWF's SUMMERFEST Trademarks entitles MWF to enhanced damages.

129. If Court finds that the Twins continued use of TC SUMMER FEST mark was intentional or deceptive, and intended to create an association between their inaugural music festival and MWF's SUMMERFEST, these willful, knowing and bad faith violations of the Lanham Act are factors the Court may find that warrant an award in MWF's favor of enhanced damages.

**FOURTH CAUSE OF ACTION
STATE LAW AND COMMON LAW TRADEMARK INFRINGEMENT**

130. MWF repeats and realleges the allegations of Paragraphs 1 through 129 above as if fully set forth herein.

131. Under the same facts as alleged in Count 1, the Twins use of the TC SUMMER FEST mark amounts to infringement of the MWF SUMMERFEST Trademarks under Wisconsin trademark law, Wis. Stats. ch. 132.

132. The Twins use of the TC SUMMER FEST mark, after receipt of the Cease and Desist letter, and its admitted knowledge of the SUMMERFEST Trademarks prior to use of its

mark, constitute evidence that the Twins possess the intent to deceive the public by using a mark that is identical or substantially identical to the SUMMERFEST Trademarks.

133. The Twins' wrongful acts as alleged above and in Count 1 will also irreparably injure MWF for which there is no adequate remedy at law. Such irreparable injury will continue unless and until the Twins is enjoined by this Court from further violation of MWF's rights.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Milwaukee World Festival, Inc., prays for relief as follows:

A. That Defendant, Minnesota Twins, LLC, d/b/a Minnesota Twins Baseball Club, be temporarily and permanently enjoined from using the mark "TC SUMMER FEST" mark and any other marks using the combination of terms "SUMMER" and "FEST" for its event occurring on July 14, 2023 and July 15, 2023 and any future events.

B. That judgment be entered in favor of Milwaukee World Festival, Inc. and against Minnesota Twins, LLC, d/b/a Minnesota Twins Baseball Club, in an amount to be determined at trial.

C. That the Court enter an order requiring Minnesota Twins, LLC, d/b/a Minnesota Twins Baseball Club to turn over any and all domain names that incorporate "TC SUMMER FEST," "SUMMER" and "FEST" or any substantially similar marks to Milwaukee World Festival, Inc.

D. Prejudgment interest as allowed by 15 U.S.C. § 1117(b).

E. Any enhancements to damages due to a finding that Minnesota Twins, LLC d/b/a Minnesota Twins Baseball Club's infringement was willful.

F. That Milwaukee World Festival, Inc. be awarded its reasonable attorney's fees pursuant to the Lanham Act.

G. That Milwaukee World Festival, Inc. be awarded its costs and disbursements.

H. That Milwaukee World Festival, Inc. be awarded such other relief as deemed by the Court to be just and proper.

I. Awarding such other and further relief as the Court deems proper.

JURY DEMAND

Plaintiff, Milwaukee World Festival, Inc., hereby demands a jury trial as to the above cause of action.

Dated this 13th day of July, 2023.

AMUNDSEN DAVIS, LLC

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