IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

PATRÓN SPIRITS INTERNATIONAL AG, a Swiss corporation, and THE PATRÓN SPIRITS COMPANY, a Nevada corporation, Plaintiffs, v. THE REINDEER GROUP, LTD., a New York corporation, and TROY BENTON, a New York resident, Defendants.	§	Civil Action No. 4:16-cv-0918 COMPLAINT AND DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiffs Patrón Spirits International AG ("PSI") and The Patrón Spirits Company ("PSC") (together, "Patrón") file this Complaint against defendants The Reindeer Group, Ltd. ("Reindeer") and Troy Benton ("Benton") for infringement of PSI's trademarks, to recover for Reindeer's breach of the parties' arrangement, and to prevent Reindeer's unjust enrichment. In support thereof, Patron submits the allegations that follow below.

Nature of the Case

1. Patrón brings this action to stop Reindeer, a purported advertising agency from (i) infringing trademarks belonging to PSI and (ii) demanding that PSC pay in full bills that Reindeer has padded with unsubstantiated and unauthorized charges.

2. Through its marketing team in Southlake, Texas, PSC used Reindeer's advertising services to promote PSI's brand until April 30, 2014, when PSC ended the Patrón relationship with Reindeer. Since then, Reindeer has used the highly valuable Patrón name and trademarks belonging to PSI to market Reindeer's own website without Patrón's authorization. Reindeer's

owner, Troy Benton, owns and controls a web domain that uses the Patrón name and trademarks belonging to PSI, contrary to the terms of Reindeer's arrangement. PSC has demanded that this domain name be transferred to PSI, but Reindeer has ignored these requests. For these knowing and unauthorized uses, PSI seeks injunctive and monetary relief for trademark infringement, false advertising, and violation of the Anti-Cybersquatting and Consumer Protection Act ("ACPA").

3. PSC also seeks relief resulting from Reindeer's overbilling and breaches of the parties' arrangement. Reindeer overcharged—and PSC overpaid—for half a dozen invoices, resulting in losses of more than $81,000. Additionally, Reindeer is threatening to collect on three highly inflated invoices seeking payment on fees and expenses that PSC did not authorize and cannot substantiate. PSC therefore seeks not only damages for overpayment, but also declaratory relief to clarify and resolve the disputed invoices that Reindeer is claiming remain outstanding.

Parties

4. PSI is a Swiss corporation with its principal place of business at Quaistrasse 11, 8200 Schaffhausen, Switzerland.

5. PSI's wholly owned subsidiary, PSC, is a Nevada corporation with its principal place of business at 6670 S. Valley View Blvd., Las Vegas, Nevada, 89118 and an office in Southlake, Texas. PSC provides marketing and promotion services to, among other things, assist PSI in developing brand awareness and identifying strategies for new products.

6. Reindeer is an inactive New York corporation, which, when active, had its principal place of business at Suite 2111, 420 Lexington Avenue, New York, New York 10170. Since January 26, 2011, and for all times relevant to this Complaint, Reindeer's corporate status

has been "Inactive – Dissolution by Proclamation / Annulment of Authority," according to the New York Department of State's Corporation & Business Entity Database. http://www.dos.ny.gov/corps/bus_entity_search.html (last searched on October 4, 2016).

7. Troy Benton is the founder and president of Reindeer. On information and belief, Benton exercised and continues to exercise complete control over Reindeer with respect to the facts alleged in this Complaint. On information and belief, Reindeer did not recognize necessary corporate formalities under New York law as demonstrated by the fact that Reindeer conducted business with PSC for years even after its corporate authority was annulled. Because Reindeer conducted business with PSC for years as an annulled corporation, Benton is personally liable for Reindeer's debts and conduct. Benton is also personally liable for all misconduct described below in which he personally participated or had a personal role in directing. On information and belief, Benton is a New York resident.

Jurisdiction and Venue

8. This Court has federal question jurisdiction over the subject matter of this action under 15 U.S.C. §§ 1121 and 1125 and 28 U.S.C. §§ 1331 and 1338, and diversity jurisdiction over PSC's state law claims pursuant to 28 U.S.C. § 1332 because no plaintiff has the same citizenship of any other defendant and, as shown below, the amount in controversy exceeds $75,000. Alternatively, the Court may exercise supplemental jurisdiction over PSC's state law claims under 28 U.S.C. § 1367.

9. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because PSC maintains an office within this Judicial District, and Reindeer, including Troy Benton and other Reindeer employees, engaged in regular business and communications with, and provided advertising services to, PSC, including PSC employees at PSC's Southlake office, over a period

lasting several years. As such, a substantial part of the events giving rise to this Complaint occurred in this District.

Factual Background

Patrón and PSI's Famous Trademarks

10. Tequila has been around for generations, but it was not until PSI launched its Patrón tequila brand that consumers were introduced to ultra-premium tequila. The popularity of the product has achieved enormous success, and its popularity has grown steadily. PSI's tequila products are currently sold in more than 100 countries across the world.

11. PSI's success stems from the exceedingly high-quality of its tequila, which is 100 percent agave tequila. To create its ultra-premium tequila, PSI's founders teamed with a tequila industry veteran to help create a superior product. Patrón tequilas have been widely recognized for their quality. In 2004, Patrón tequila became the first spirit ever to receive the Five-Star Diamond Award from the American Academy of Hospitality Sciences.

12. Patrón tequila is recognized as an iconic brand. Indeed, the distinctive bottle design has been characterized as "famous" by a major metropolitan newspaper. Name That Bottle, Chi. Trib., Feb. 10, 2015, § 2, at 1. Patrón tequila has also been recognized as a "Most Trusted Brand." The 120 Most-Trusted Brands, Entrepreneur Mag., April 2014. As the market for Patrón tequila has expanded vastly over the years and it continues to grow, the product continues to be meticulously and carefully produced.

13. Patrón has been honored with several global industry awards and recognitions, including IMPACT "Hot Brand" Awards, "Growth Brand" awards from the Beverage Information Group, Advertising Age's "Marketing 50" honor, and numerous travel retail accolades, including a "Best Supplier of the Year" Frontier Award.

14. PSI owns valid, protectable trademarks in, among others, PATRÓN, PATRÓN SOCIAL CLUB, PATRÓN COCKTAIL LAB, the proprietary shape of its bottles, and the Patrón bumblebee logo, which is depicted below (collectively, "PSI's marks").



15. In conjunction with PSI's marks, PSI has invested significant effort and funds to educate the public on the quality of PSI's products and in promoting brand awareness. As a result, consumers associate PSI's marks with Patrón; PSI's marks have come to identify the source of Patrón tequila and to distinguish Patrón tequila from other tequila brands. Thus, the marks have acquired distinctiveness.

16. Because of the superior quality of PSI's products and because of PSI's efforts to educate the public and promote brand awareness, PSI has built up a valuable reputation and tremendous goodwill in PSI's marks.

17. Additionally, PSI owns valid and subsisting registrations with the United States Patent and Trademark Office for PSI's many marks, including PATRON, design marks for the shape of its bottles, and the Patrón bumblebee logo. PSI's trademarks include, but are not limited to, trademarks with the following registration numbers:

a) 4,723,423
b) 3,469,828
c) 3,129,020
d) 2,661,890
e) 2,388,372
f) 1,989,809

g) 1,809,473
h) 3,007,198
i) 2,147,067

These nine trademarks have been used without proper authorization by Reindeer on Reindeer's website, as discussed further below.

18. PSI's marks are famous and have become very valuable assets of PSI.

PSI's Domain Names

19. PSI owns several domain names at which it advertises and promotes its well-known brand, including <www.patrontequila.com>, <www.patronspirits.com>, <patronsocialclub.com>, and <cocktaillab.com>.

20. Patrón uses these domain names to build and emphasize its brand recognition.

21. At the domain <cocktaillab.com>, which redirects to <patrontequila.com/cocktails/lab/intro.html>, Patrón helps customers design custom mixed drinks incorporating Patrón spirits through an interactive question and answer session.

PSC's Engagement of Reindeer

22. At times, Patrón uses outside companies, like Reindeer, to help promote its brand. Accordingly, in 2009, PSC engaged Reindeer, an advertising agency, to provide services in support of digital advertising, including on Google and Facebook, conducted by PSC.

23. The scope of Reindeer's arrangement was determined by the parties' oral and written correspondence and course of dealing. The parties considered a written agreement, but never executed it.

24. Under the parties' arrangement, PSC paid Reindeer a set monthly fee. PSC also paid Reindeer a "media fee," consisting of a 15% commission of the actual media amounts paid by PSC in connection with advertising services provided by Reindeer.

25. Under the parties' arrangement, Reindeer was required to obtain pre-approval from PSC before incurring any fees or making expenditures on PSC's behalf. Reindeer was required to issue accurate invoices for its work. Reindeer was required to provide PSC, upon request, with backup documentation and receipts in support of Reindeer's invoices or expenses.

26. The parties further agreed that any intellectual property that Reindeer created belonged exclusively to PSI.

27. Reindeer also agreed that it would not display any work regarding the Patrón brands, nor display the PSI's marks, without Patrón's prior written approval.

December 2012 Invoice

28. Operating under this arrangement, on or around December 11, 2012, Reindeer issued invoice #11201 to PSC.

29. The charges in invoice #11201 were as follows:

Description	Net
Patrón Spirits Co.: Facebook and Google Campaign II	
Google Paid Search	$109.904.96
Facebook Ads	$225.443.00
Media Fee	$59.100.00
Results presented in November, 2012	
Total	$394.447.96

30. Reindeer has provided to PSC, at PSC's request, certain backup documentation for the charges in invoice #11201. PSC, however, has not been able to substantiate the charges in the invoice because Reindeer's backup documentation is incomplete and does not support all of the charges in the invoice.

Furthermore, the media fee in invoice #11201 has not been calculated pursuant to the parties' arrangement. The media fee in invoice #11201 was calculated at a higher rate than the 15% commission of the actual media amounts agreed to by PSC.

31. But invoice #11201 is hardly the only Reindeer overcharge for media fees. There were several other invoices for services supposedly performed in 2012 containing similar instances of overbilling. As a result, Reindeer overcharged PSC for more than $81,000 in media fees.

Reindeer's Unlawful Conduct Upon Its Termination

32. In early 2014, PSC informed Reindeer that its services were no longer required beyond April 30, 2014. PSC informed Reindeer that, consistent with the parties' arrangement and course of dealing, any services that Reindeer performed, or any expenses Reindeer incurred, pursuant to their arrangement before April 30, 2014, must be pre-approved in writing by PSC.

33. Instead of winding down its engagement, Reindeer endeavored to pad the PSC invoices before its engagement was over. Upon information and belief, Reindeer took on numerous charges on PSC's behalf, even for activities that PSC did not authorize and for fees incurred after the parties' relationship ended.

34. On or around August 27, 2014, almost four months after PSC terminated Reindeer's engagement, Reindeer issued two invoices (#11249 and #11250) to PSC, claiming that PSC owed Reindeer $624,092.85 in additional charges incurred at the beginning of 2014.

35. Invoice #11249 had the following charges:

Description	Net
Patrón Digital Media Jan-April	
Facebook	$417,734.28
Google AdWords	$27,139.55
Yahoo Bing	$17,290.26
Reindeer Media Fee	$69,060.00
Total	$531,224.09

36. Reindeer has provided to PSC, at PSC's request, certain backup documentation for the charges in invoice #11249. PSC, however, has not been able to substantiate the charges in the invoice because Reindeer's backup documentation is incomplete and does not support all of the charges in the invoice. The invoice also includes charges incurred after Reindeer's engagement ended and charges that PSC did not authorize.

37. The second invoice Reindeer issued on August 27, 2014, invoice #11250, consisted of a single line item of $92,868.76 for "Patrón Digital CRM & Production."

38. Although Reindeer provided a breakdown of the charges for invoice #11250, PSC has not been able to verify the vast majority of the charges.

39. Upon information and belief, the charges in invoice #11250 include Reindeer's overhead costs, including fees for storage units and computer server capacity.

40. Once Reindeer issued invoice number 11249 and 11250, Reindeer communicated with PSC employees in Southlake, Texas regarding the invoices.

Reindeer's Unauthorized Use of PSI's Marks

41. In late 2015, PSC discovered that—despite its unequivocal termination of Reindeer's service more than a year earlier—Reindeer was (and still is) using PSI's marks on the Reindeer website, and was claiming that Patrón was a current client. A true and correct copy of Reindeer's webpage is attached as Exhibit A and incorporated herein by reference. Reindeer's

website prominently displays many of PSI's marks – PATRÓN, PATRÓN SOCIAL CLUB, PATRÓN COCKTAIL LAB, the proprietary bottle shape, and the Patrón bumblebee logo. *Id.*

42. On February 3, 2016, PSC sent Reindeer, through counsel, a letter demanding Reindeer immediately cease this unauthorized use of PSI's marks on the Reindeer website. PSC reiterated its demand to Reindeer in a letter dated April 20, 2016. No response has been received to the February 3 or April 20 letters.

43. To this day, Reindeer continues to display PSI's marks on its website, advertising that Patrón is a client, although the client relationship ended more than two years ago.

44. This false advertising has harmed and continues to harm PSI. Such use deprives PSI of the right to control its intellectual property, and to exclude unauthorized users—the core right of such property. Moreover, Reindeer's use of PSI's marks falsely suggests a connection between the two brands, which allows Reindeer to reap the benefits of the highly valuable Patrón name and all of the associated goodwill, but without PSI's permission. This unauthorized use of PSI's marks diminishes the exclusivity of the marks, and threatens the marks' source-identifying significance, and this damage is exceedingly difficult to quantify in monetary terms.

45. An injunction is therefore necessary to stop the irreparable harm caused by this unauthorized use of PSI's marks.

46. But Reindeer's misappropriation of the Patrón brand extends beyond Reindeer's unauthorized use of the Patrón name on Reindeer's own website. Through its principal, Troy Benton, Reindeer has used PSI's marks in a registered internet domain name that Reindeer is now withholding from PSI.

47. During its relationship with Reindeer, Reindeer used the domain name <www.patroncocktaillab.com> as an advertising tool for Patrón. Contrary to the terms of the

arrangement with Reindeer, Reindeer—through Benton—registered Benton as the owner of the domain <www.patroncocktaillab.com>. A true and correct copy of the "WhoIs registration" of the <www.patroncocktaillab.com> domain name is attached as Exhibit B and incorporated herein by reference.

48. When PSC terminated Reindeer's engagement in April of 2014, Reindeer failed to transfer control of the domain name to PSI.

49. Following discovery of Benton's misconduct, Patrón demanded that the domain name be transferred back to PSI, via a letter sent on April 20, 2016. Reindeer ignored this request.

50. To this day, Benton is still listed as the domain's registrant. *See* Exhibit B.

51. Accordingly, to obtain much needed relief from Reindeer's and Benton's misconduct, and because neither defendant will respect PSI's rights or the terms of the parties' arrangement, Patrón files this action.

COUNT I
By PSI As Against Reindeer and Benton
Trademark Infringement – 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a)

52. PSI incorporates by reference paragraphs 1–51 of this Complaint.

53. PSI owns valid, protectable trademarks in PSI's marks. PSI has invested significant effort and funds in marketing and promoting Patrón tequilas, as well as other spirits and merchandise sold in conjunction with these trademarks. As a result of the substantial marketing and promotion for and the significant sales of Patrón tequilas, consumers associate PSI's marks with Patrón. Thus, PSI's marks that are not inherently distinctive have all acquired distinctiveness through secondary meaning.

54. In addition to its common law trademark rights, PSI has valid and subsisting registrations for PATRON, the shape of the bottles, and the Patrón bumblebee logo registered with the United States Patent and Trademark Office, including, but not limited to, registrations for the following registration numbers:

a) 4,723,423
b) 3,469,828
c) 3,129,020
d) 2,661,890
e) 2,388,372
f) 1,989,809
g) 1,809,473
h) 3,007,198
i) 2,147,067

55. Reindeer has used and continues to use PSI's marks to promote Reindeer's advertising services.

56. Benton also owns and continues to use the domain name <www.patroncocktaillab.com>.

57. Reindeer's and Benton's conduct on the Reindeer website <www.reindeercompany.com> has caused and is likely to continue to cause purchasers or others to mistakenly believe that Reindeer is legitimately connected, affiliated or associated with Patrón, or that Patrón approves Reindeer's services, which is not the case. Consumers who encounter Reindeer's website are likely to incorrectly believe that Reindeer currently is the exclusive provider of advertising services for Patrón.

58. Furthermore, Benton's conduct on <www.patroncocktaillab.com> has caused and is likely to continue to cause purchasers or others to mistakenly believe that this is an official site legitimately connected, affiliated, or associated with Patrón, which is no longer the case.

59. Reindeer's actions constitute trademark infringement and false or misleading representations of fact in violation of the Lanham Act, 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a).

60. Reindeer's conduct is irreparably damaging and blatant in nature within the meaning of 15 U.S.C. § 1117(a) and will continue to damage PSI unless enjoined by this Court. Accordingly, PSI is without an adequate remedy at law.

61. As a direct and proximate result of Reindeer's and Benton's infringement, PSI has suffered damages in an amount that is not presently ascertainable.

62. Upon information and belief, Reindeer's and Benton's acts were in conscious and willful disregard for PSI's rights, and the resulting damage to PSI is such as to warrant the trebling of damages, and an award of attorneys' fees as an exceptional case.

COUNT II
By PSI As Against Reindeer
False Advertising– 15 U.S.C. § 1125(a)(1)(B)

63. PSI incorporates by reference paragraphs 1–51 of this Complaint.

64. Reindeer made false and misleading statements of fact about its advertising services, which are sold in interstate commerce.

65. In its commercial advertising and promotion, Reindeer has disseminated to the public representations that Reindeer is "the agency of record for all digital creative, social and media planning" for Patrón, as shown in Exhibit A. These statements are false and misrepresent the nature and characteristics of Reindeer's services and commercial activities, constituting false advertising in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

66. PSI has been injured by these statements, and, unless Reindeer is restrained by this Court, PSI will continue to be injured by these statements and suffer irreparable harm.

67. As a direct and proximate result of Reindeer's foregoing acts, PSI has suffered and will continue to suffer monetary damages in an amount that is not presently ascertainable.

68. Upon information and belief, Reindeer's acts were in conscious and willful disregard for PSI's rights, and the resulting damage to PSI is such as to warrant the trebling of damages in order to provide just compensation.

COUNT III
By PSI As Against Benton
Violation of the ACPA– 15 U.S.C. § 1125(d)

69. PSI incorporates by reference paragraphs 1–51 of this Complaint.

70. Benton registered the domain name <www.patroncocktaillab.com> because he had a bad faith intent to profit from PSI's marks. That bad faith intent is evident in several ways, including the following facts:

a. Benton registered a domain name in his own name, without PSI's authorization, that used PSI's marks.

b. The domain name does not use Benton's name, and cannot be used to identify him.

c. Benton had never personally used the Patrón name in the bona fide offering of any goods—at least, not with PSI's permission.

d. Benton's registration of a domain name using "Patrón" is not nominal fair use, but the infringement of those marks because the registration uses distinctive marks belonging to PSI, but without PSI's permission.

e. The contact information Benton used to apply for the registration is incorrect; the address listed as being for Reindeer is not Reindeer's address. And Benton has intentionally failed to maintain accurate contact information for the registration.

f. PSI's marks that Benton incorporated into the disputed domain name are registered trademarks, and are therefore inherently distinctive.

71. PSI's marks were distinctive at the time of their registration as noted by the registration certificates for each mark. Moreover, PSI's marks were famous marks at the time

Benton registered them in the domain name at issue, and the marks Benton selected for the domain name registration are identical to and dilutive of PSI's marks.

72. As a result of Benton's unauthorized, bad-faith registration of the domain name <www.patroncocktaillab.com>, PSI cannot use its own marks to register the same domain or promote its brand through such use.

73. PSI therefore seeks all damages resulting from such conduct, as well as an order from the Court requiring Benton to transfer the domain name to PSI.

COUNT IV
By PSI As Against Reindeer and Benton
Trademark Infringement and Unfair Competition– Texas Common Law

74. PSI incorporates by reference paragraphs 1–51 of this Complaint.

75. Because of PSI's significant use and promotion of PSI's marks, consumers associate and recognize PSI's marks as representing a single source of tequila and other goods, and therefore the Patrón marks are protectable at common law.

76. PSI's marks are all inherently distinctive or have acquired distinctiveness.

77. Reindeer's use of PSI's marks in connection with Reindeer's advertising services is likely to cause confusion as to Reindeer's affiliation, connection or association with Patrón or Patrón's approval of Reindeer's services. Consumers who see Reindeer's website will be likely to believe the false statements that Reindeer serves as the sole advertising agency for Patrón, all to the detriment of PSI. Such actions constitute trademark infringement and unfair competition at common law.

78. Furthermore, Benton's use of PSI's marks on <www.patroncocktaillab.com> and continued maintenance of this site without Patrón's consent is likely to cause confusion as to whether this site is indeed sponsored by or affiliated with Patrón. As PSI currently has no

control over the domain, this website is not in any way affiliated with Patrón, and as such, PSI cannot ensure the quality of the website is up to its standards, or answer any customer complaints about the website.

79. By reason of Reindeer's and Benton's actions alleged herein, PSI has suffered, and will continue to suffer, irreparable injury to its rights and suffer substantial loss of goodwill and value in PSI's marks unless and until Reindeer and Benton are enjoined from continuing their wrongful acts.

80. As a result of Reindeer's and Benton's acts of trademark infringement and unfair competition, PSI has suffered and will continue to suffer monetary damages in an amount that is not presently ascertainable but will be established at trial.

COUNT V
By PSC As Against Reindeer
Breach of the Arrangement

81. PSC incorporates by reference paragraphs 1–51 of this Complaint.

82. PSC and Reindeer entered into a binding arrangement determined by their oral and written correspondence and their course of dealing.

83. Under the arrangement, PSC paid Reindeer a "media fee" consisting of a 15% commission of the actual media amounts paid by PSC in connection with Reindeer's advertising services.

84. Under the arrangement, Reindeer was obligated to obtain PSC's written, pre-approval before incurring any fees or making expenditures on PSC's behalf.

85. Under the arrangement, Reindeer was required to issue accurate invoices for its work.

86. Under the arrangement, Reindeer was also required to provide PSC, upon request, with backup documentation and receipts in support of Reindeer's invoices or expenses.

87. Under the arrangement, all intellectual property generated from Reindeer's engagement was owned solely and exclusively by PSI. Reindeer was permitted to display its work with regard to the Patrón brands only with prior written approval.

88. Reindeer breached the arrangement on numerous occasions by issuing padded invoices to PSC and overcharging for the "media fee"; incurring fees or making expenditures on PSC's behalf for certain projects and work without obtaining PSC's written approval in advance; failing to provide complete, backup documentation and receipts in support of invoice number 11201, 11249, and 11250; owning and controlling an internet domain belonging to PSI; and using PSI's marks without prior written approval.

89. PSC is entitled to damages as a result of Reindeer's material breaches of the arrangement.

90. PSC is also entitled to attorneys' fees under Texas Civil Practice & Remedies Code § 38.001.

COUNT VII
By PSC As Against Reindeer
Money Had and Received

91. PSC incorporates by reference paragraphs 1–51 of this Complaint.

92. Because Reindeer overcharged PSC for services, and because PSC paid those inflated charges, Reindeer holds money that in equity and good conscience belongs to PSC.

93. PSC is therefore entitled to recover all such sums from Reindeer in order to prevent Reindeer's unjust enrichment.

Prayer For Relief

WHEREFORE, Patrón respectfully requests that judgment be entered in its favor against Reindeer and Benton as follows:

(1) Reindeer's and Benton's conduct be found to have violated and/or continue to violate PSI's rights under Sections 32 and 43 of the Lanham Act, and the common law of the State of Texas.

(a) Reindeer and its officers, directors, assigns, agents, servants, affiliates, employees, representatives, and all those in privity or acting through or in concert with them, including Benton, be preliminarily and permanently enjoined from using, in connection with the promotion, advertising or offering of services in connection with defendant's business, PSI's marks, or any other trademark, service mark, name, logo, or source designation of any kind that is confusingly similar to any of PSI's marks;

(b) Reindeer and Benton be enjoined from representing in any manner or by any method whatsoever, that services provided by Reindeer are approved or authorized by plaintiffs or otherwise taking any action likely to cause confusion, mistake, or deception as to the affiliation, connection, or association between Reindeer, Benton, and Patrón; and

(c) Reindeer and Benton be enjoined from engaging in false advertising.

(2) Patrón to recover all damages, including punitive or exemplary damages, it has sustained as a result of Reindeer's and Benton's conduct.

(3) Reindeer's and Benton's acts be found to have been performed knowingly, deliberately, and with the intent to trade upon the goodwill of Patrón and that such damages awarded to PSI be trebled.

(4) Reindeer and its directors, officers, assigns, agents, servants, affiliates, employees, and representatives, including Benton, be directed to remove all references to Patrón

and PSI's marks from Reindeer's website and to destroy any other materials used to advertise Reindeer's business using the PSI's marks.

(5) Reindeer and Benton be required to file with the Court and to serve upon counsel for Patrón a written report, under oath, setting forth in detail the manner and form in which Reindeer and Benton have complied with the injunction issued by the Court.

(6) Reindeer and Benton be required to engage in corrective advertising to mitigate the damage done to PSI.

(7) Benton be required to transfer the domain <www.patroncocktaillab.com> to PSI.

(8) Reindeer's conduct be found to have breached the arrangement between PSC and Reindeer.

(9) The Court enter a declaratory judgment that:

(a) The media fee is 15% of the actual media amounts paid by PSC under the parties' arrangement,

(b) Reindeer is not entitled to reimbursement for any services it claims it provided after PSC terminated the relationship on April 30, 2014,

(c) Reindeer is not entitled to reimbursement for any services that PSC did not authorize in writing in advance, and

(d) Reindeer is not entitled to reimbursement for any charges it claims it incurred on PSC's behalf for which it cannot provide supporting documentation.

(10) The Court order Reindeer to perform an accounting of all invoices it issued to PSC over the course of its multi-year engagement.

(11) Reindeer and Benton be ordered to pay Patrón's costs and disbursements, including its reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest.

(12) Such other and further relief that the Court finds just and reasonable.

Date: October 5, 2016

Respectfully submitted,

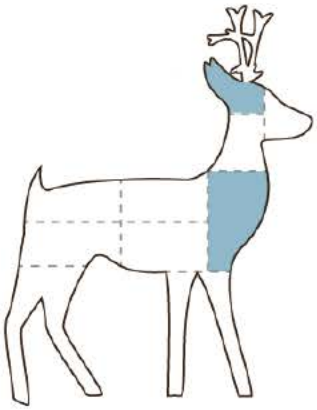
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ATTORNEYS FOR PLAINTIFFS

reindeer

about what we do the work talk to us

about



YOUR BRAND IS THE HEART.
YOUR BUSINESS MODEL, THE BRAIN.
YOUR AGENCY SHOULD SERVE BOTH.

Reindeer is full service & mostly digital.
And we are fixated on exactly three things:

1. Making digital stuff that grows brand and business.
2. Getting and holding attention in digital places.
3. Keeping you up on what's next - and what's valuable.

what we do

Planning & Strategy

Consumer insights
Digital branding
Competitive intelligence
Opportunity assessment
Propagation planning
Content strategy

Creative & Production

UX & UI strategy
Application development
Custom content
Web design
Rich media creation
Facebook & Twitter APIs

Media & Engagement

Media planning
Social management
Digital CRM & loyalty
Influencer outreach
Social monitoring
SEO & SEM
Community management

Tech capabilities include (but aren't limited to): Flash, HTML/DHTML, XML, FBML, CSS, AJAX, Javascript, ActionScript, PHP, MySQL/SQL, Ruby on Rails, ASP.NET, Java, Oracle

the work

PATRÓN SOCIAL CLUB
TIFFANY & CO.
goop
PATRÓN COCKTAIL LAB
Jack Wills University Outfitters
little care box



Tequila Patrón

Reindeer is the agency of record for all digital creative, social and media planning for The Patron Spirits Company across the United States and United Kingdom.

The main properties include PatronSocialClub.com, PatronTequila.com, Facebook.com/patrontequila and the assignment also includes a very effective Customer Relationship Management program that Reindeer also executes.

the facts



reindeer

about what we do the work talk to us

453 W 17th Street, Suite 4SE
New York, NY 10011

info@reindeercompany.com
t. 1.212.366.4141

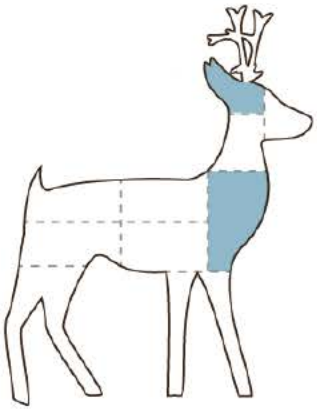




reindeer

about what we do the work talk to us

about



YOUR BRAND IS THE HEART.
YOUR BUSINESS MODEL, THE BRAIN.
YOUR AGENCY SHOULD SERVE BOTH.

Reindeer is full service & mostly digital.
And we are fixated on exactly three things:

1. Making digital stuff that grows brand and business.
2. Getting and holding attention in digital places.
3. Keeping you up on what's next - and what's valuable.

what we do

Planning & Strategy

Consumer insights
Digital branding
Competitive intelligence
Opportunity assessment
Propagation planning
Content strategy

Creative & Production

UX & UI strategy
Application development
Custom content
Web design
Rich media creation
Facebook & Twitter APIs

Media & Engagement

Media planning
Social management
Digital CRM & loyalty
Influencer outreach
Social monitoring
SEO & SEM
Community management

Tech capabilities include (but aren't limited to): Flash, HTML/DHTML, XML, FBML, CSS, AJAX, Javascript, ActionScript, PHP, MySQL/SQL, Ruby on Rails, ASP.NET, Java, Oracle

the work

PATRÓN SOCIAL CLUB
TIFFANY & CO.
goop
PATRÓN COCKTAIL LAB
Jack Wills University Outfitters
little care box



Patrón Cocktail Lab

User-generated content is often times the most valuable type of content for a brand. Reindeer crowd-sourced mixology and cocktail creation to Patrón Tequila fans on Facebook by issuing a challenge, accepting submissions and rewarding the best creations. The Patrón Tequila Facebook page now has more than 1.3 million fans.

the facts

10X ENGAGEMENT THAN INDUSTRY AVERAGE

MIXOLOGY VIDEO SERIES TAKES AN INFORMAL TONE COMPARED TO OTHER BRANDS **AND DIRECTLY ADDRESSES FAN COMMENTS.**

35% BETTER THAN FACEBOOK AD AVERAGE CLICK PER LIKE

reindeer

about what we do the work talk to us

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New York, NY 10011

info@reindeercompany.com
t. 1.212.366.4141





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All Products Domains Websites Ecommerce Hosting & SSL Email Online Marketing

Whois Results

EXHIBIT B

Great Partner Offers

Print-friendly version

Do another WHOIS lookup

Domain Name: PATRONCOCKTAILLAB.COM
Registry Domain ID: 1672697175_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2016-09-29T15:20:22Z
Creation Date: 2011-08-18T21:30:08Z
Registrar Registration Expiration Date: 2017-08-18T21:30:08Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited
Registry Registrant ID: Not Available From Registry
Registrant Name: Troy Benton
Registrant Organization: Reindeer
Registrant Street: 30 Vandam Street
Registrant City: New York
Registrant State/Province: New York
Registrant Postal Code: 10013
Registrant Country: US
Registrant Phone: (212) 366-4141
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: troy@reindeercompany.com
Registry Admin ID: Not Available From Registry
Admin Name: Troy Benton
Admin Organization: Reindeer
Admin Street: 30 Vandam Street
Admin City: New York
Admin State/Province: New York
Admin Postal Code: 10013
Admin Country: US
Admin Phone: (212) 366-4141
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: troy@reindeercompany.com
Registry Tech ID: Not Available From Registry
Tech Name: Troy Benton
Tech Organization: Reindeer
Tech Street: 30 Vandam Street
Tech City: New York
Tech State/Province: New York
Tech Postal Code: 10013
Tech Country: US
Tech Phone: (212) 366-4141
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: troy@reindeercompany.com
Name Server: NS35.DOMAINCONTROL.COM
Name Server: NS36.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
>>> Last update of WHOIS database: 2016-10-05T04:00:00Z <<<

For more information on Whois status codes, please visit https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en

The data contained in GoDaddy.com, LLC's Whois database,
while believed by the company to be reliable, is provided "as is"
with no guarantee or warranties regarding its accuracy. This
information is provided for the sole purpose of assisting you
in obtaining information about domain name registration records.
Any use of this data for any other purpose is expressly forbidden without the prior written
permission of GoDaddy.com, LLC. By submitting an inquiry,
you agree to these terms of usage and limitations of warranty. In particular,
you agree not to use this data to allow, enable, or otherwise make possible,
dissemination or collection of this data, in part or in its entirety, for any
purpose, such as the transmission of unsolicited advertising and
and solicitations of any kind, including spam. You further agree
not to use this data to enable high volume, automated or robotic electronic

processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.
The Registry database contains ONLY .COM, .NET, .EDU domains and Registrars.

Print-friendly version

Do another WHOIS lookup



Find the right solution for your business 1.866.455.1655

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JS 44 (Rev 07/16)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
Patrón Spirits International AG
The Patrón Spirits Company, a Nevada corporation

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Joshua J. Bennett, Carter Scholer Arnett Hamada & Mockler, PLLC
8150 N. Central Expy, Ste. 500
Dallas, TX 75206

DEFENDANTS
The Reindeer Group, Ltd.
Troy Benton

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U S Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U S Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer w/Disabilities - Employment
- ☐ 446 Amer w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☒ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U S Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
15 U.S.C. § 1125

Brief description of cause:
Action for trademark infringement and breach of contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:

JUDGE _____ DOCKET NUMBER _____

DATE
10/05/2016

SIGNATURE OF ATTORNEY OF RECORD
/s/ Joshua J. Bennett

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority for Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. **(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked**.** (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (7) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statue.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If a related case exists, whether pending or closed, insert the docket numbers and the corresponding judge names for such cases. A case is related to this filing if the case: 1) involves some or all of the same parties and is based on the same or a similar claim; 2) involves the same property, transaction, or event; 3) involves substantially similar issues of law and fact; and/or 4) involves the same estate in a bankruptcy appeal.

Date and Attorney Signature. Date and sign the civil cover sheet.