

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

GREATER ORLANDO AVIATION
AUTHORITY, a public and governmental
body existing under and by virtue of the laws
of the State of Florida

No. _____

Plaintiff,

COMPLAINT FOR TRADEMARK
INFRINGEMENT AND FALSE
ADVERTISING

v.

DEMAND FOR JURY TRIAL

MELBOURNE AIRPORT AUTHORITY, a
public and governmental body existing under
and by virtue of the laws of the State of
Florida,

Defendant.

_____ /

COMPLAINT

Plaintiff, GREATER ORLANDO AVIATION AUTHORITY (“GOAA”), a governmental body that is an agency of the City of Orlando and independent special district existing under and by virtue of Chapters 98-492 and 99-455, Laws of Florida, by and through its undersigned counsel, hereby sues Defendant, MELBOURNE AIRPORT AUTHORITY (“MLB”) and alleges as follows:

PARTIES

1. Plaintiff GOAA operates the Orlando International Airport, which services approximately 44 million passengers annually and is located in the City of Orlando in Orange County, Florida.

2. Defendant MLB is the governing body of the Melbourne International Airport, which services approximately 500,000 passengers annually and is located in Melbourne, Brevard County, FL.

JURISDICTION AND VENUE

3 This Court has subject matter jurisdiction under section 39 of the Lanham Act, 15 U.S.C. § 1121 and under 28 U.S.C. §§ 1331 and 1332.

4. This Court has personal jurisdiction over MLB because Florida is the principal place of business of MLB and the Melbourne International Airport is located within this District.

5. Venue is proper in the Middle District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the acts or omissions giving rise to GOAA's claims and damages occurred in this District.

CONDITIONS PRECEDENT

6. All conditions precedent to this action have occurred or have been waived, including, but not limited to, all governmental dispute requirements required under Chapter 164, Fla. Stat.

7. GOAA initially demanded MLB to cease all activities complained of herein shortly after learning about the same in 2015 and, since then, has unsuccessfully attempted to resolve its claims against MLB through the mandatory negotiations, joint public meetings and mediation required by Chapter 164, Fla. Stat.

FACTS

GOAA's Longstanding Rights to the Orlando International Airport Trademark

8. In the over 40 years since Orlando International Airport opened to the public, GOAA has continuously advertised, marketed, promoted and exclusively used its distinctive Orlando International Airport trademark (the "Orlando International Airport Trademark").

9. GOAA is the owner of the Orlando International Airport Trademark plus a design mark with the U.S. Patent and Trademark Office ("USPTO"), Reg. No. 1,565,079, issued

November 7, 1989. A copy of the Certificate of Registration is attached hereto as Exhibit “A.”

10. The Orlando International Airport Trademark is well-known by traveling passengers as referring to the single-source of comprehensive services offered at Orlando International Airport.

11. The Certificate of Registration for the Orlando International Airport Trademark specifically recognizes the distinctiveness of the words “Orlando International Airport” as having acquired secondary meaning under Section 2(f) of the Lanham Act.

**Established Strength and Goodwill Associated
with the Orlando International Airport Trademark**

12. GOAA continuously, extensively and prominently promotes itself and advertises its services using the Orlando International Airport Trademark through its website, commercial advertisement, social media, public outreach events, popular third-party websites selling passenger airline tickets and through other means.

B. Through GOAA’s continued activities, the Orlando International Airport Trademark has become extensively well-known by passengers and the air-travel industry, both nationally and internationally.

14. In 2017, Orlando International Airport was the eleventh busiest airport in the United States.

15. GOAA anticipates continued rapid growth of Orlando International Airport and is in the process of constructing an expansion of a new terminal, costing approximately \$2.8 billion and scheduled to be completed in 2021.

16. As Orlando International Airport has grown to become one of the busiest airports in the United States, the Orlando International Airport Trademark has become synonymous with outstanding customer service and satisfaction, receiving prestigious awards such as #1 Rankings

in its class by the J.D. Power North America Airport Satisfaction Study for both 2017 and 2018 and a #2 Ranking of U.S. Big Airports by The Wall Street Journal in 2018.

17. The growth and exemplary rankings have further enhanced the brand recognition of the Orlando International Airport Trademark.

GOAA Has Not Licensed MLB's use of Orlando in its Name Because MLB is Not the Orlando International Airport and is Not Located in Orlando

18. GOAA has not licensed or otherwise granted permission for MLB to use Orlando in its name.

19. In addition to the license that would be required from GOAA for MLB's name change, MLB would also need permission from the FAA for its name change.

20. The certification and operation of commercial airports in the United States is controlled by the Federal Aviation Administration ("FAA"), pursuant to Section B9.1 *et seq.*, Code of Federal Regulations.

21. Section B9.101(a) provides ". . . no person may operate an airport specified under §B9.1 of this part without an Airport Operating Certificate . . . "

22. The Melbourne International Airport is located in Melbourne, Florida, and has been and continues to be operated under an Airport Operating Certificate naming it as the Melbourne International Airport issued by the FAA.

23. GOAA is the owner of the Airport Operating Certificate for the Orlando International Airport, issued by the FAA pursuant to Section B9.1 *et seq.*, C.F.R.

24. The two other agencies regulating airport identifiers and names, the International Air Transport Association ("IATA") and the International Civil Aviation Organization ("ICAO") both utilize the "Melbourne International Airport" name for MLB's airport.

25. MLB is not located in the City of Orlando.

26. MLB is not located in the greater Orlando area.
27. There are at least five other airports located closer to Orlando than MLB.

MLB's False and Misleading Name Change and Illegal Advertisements

28. Despite GOAA's longstanding rights in the Orlando International Airport Trademark, MLB's location 70 miles from Orlando, and MLB having only an FAA Airport Operating Certificate for the Melbourne International Airport, MLB began advertising its airport services using the confusingly similar, false and misleading name Orlando Melbourne International Airport (collectively, all of MLB's advertisements, promotions and uses of Orlando Melbourne International Airport as a replacement for the Melbourne International Airport name and related false and misleading statements about MLB's proximity to and relationship with Orlando and Orlando area attractions made in conjunction with the name change are referred to herein as the "Illegal Advertisements").

29. Melbourne International Airport is approximately 70 miles driving distance from Orlando and outside of the Orlando Metropolitan Area, as determined by the U.S. Census Bureau.

30. MLB's Illegal Advertisements were not authorized by GOAA and have previously included or currently include, but are not limited to, the following examples:

- (a) The addition of Orlando as the first word in the new "Orlando Melbourne International Airport" name which falsely implies that MLB's airport is located in Orlando or affiliated with the City of Orlando or Orlando International Airport;
- (b) MLB's website, www.mlhair.com, shown on Composite Exhibit "B," attached hereto, which uses the confusing and misleading name Orlando Melbourne International Airport throughout the website and includes a

map of Melbourne International Airport's location that is, on information and belief, intentionally zoomed-in such that it conceals the location of the City of Orlando and the actual distance separating the City of Melbourne from the City of Orlando;

- (c) MLB's website, www.theorlandoairport.com, shown on Composite Exhibit "C" hereto, which refers to MLB as the confusing and misleading name Orlando Melbourne International Airport throughout, and the web address has a confusing name because Melbourne International Airport is not in Orlando, or affiliated with the Orlando International Airport and is confusingly similar to "Orlando International Airport";
- (d) MLB's www.theorlandoairport.com domain name is deceptively similar to GOAA's website www.orlandoairports.net;
- (e) As shown on Composite Exhibit "C," MLB's www.theorlandoairport.com website also includes a map of Melbourne International Airport's location that is zoomed-in such that it conceals the location of the City of Orlando and the actual distance separating the City of Melbourne from the City of Orlando;
- (f) As shown on Composite Exhibit "C," MLB's www.theorlandoairport.com website falsely, misleadingly and deceptively lists at the top of the page "Holiday Theme Parks and Attractions," and, on the side of the page, lists "Theme Parks," in a manner that suggests that these parks and attractions are far closer to MLB than they are;
- (g) MLB's www.theorlandoairport.com falsely, misleadingly and deceptively lists "Disney World, Sea World, Universal Studios, Beaches" at the top of

the page and includes pictures of Orlando attractions throughout that convey the false impression that MLB is the Orlando International Airport or is located in or is closer to Orlando and Orlando area attractions than it actually is;

- (h) MLB's third website, www.theotherorlandairport.com, shown on Composite Exhibit "D," hereto, uses the false name Orlando Melbourne International Airport and its homepage falsely, misleadingly and deceptively contains multiple images of Disney, Sea World and describes the Melbourne International Airport as "The Orlando Area Airport";
- (i) MLB's website, www.theotherorlandairport.com includes a menu bar across the top and side bars, that link to other pages on MLB's www.theotherorlandairport.com website, as follows:
 - (1) "Orlando Area Airport" tab, which links to a page that is falsely titled "International Orlando Area Airport" which names only the Melbourne International Airport, ignoring the Orlando International Airport and other airports closer to Orlando. This page also falsely, deceptively and misleadingly boasts "Orlando Melbourne International Airport: the hassle-free and convenient Orlando area airport with easy access to Orlando holiday attractions";
 - (2) "Orlando Holiday Theme Parks & Attractions" tab, which links to a page that is falsely, deceptively and misleadingly titled "MLB Airport Near Orlando Theme Parks" includes a picture of Disney and boasts "For family fun on your Orlando holiday you can't miss

Disney World, Universal Studios Florida, SeaWorld and other world-class theme parks. **All are very near to Orlando Melbourne International Airport.**” (Emphasis added). This page goes on to say “MLB Airport is near the Orlando theme parks ~ Orlando Melbourne International Airport is near Disney World and other theme parks. THE airport for YOUR Orlando theme park experience”;

- (3) “Entertainment in Orlando” tab, which specifically targets Canadian travelers who would be unfamiliar with the actual distance between Orlando and the Melbourne International Airport by falsely, deceptively and misleadingly stating “Canadians Can Fly Direct to Orlando Area to Visit NASA”;
- (4) “MLB Orlando Airport” tab, which includes a page that is falsely, deceptively and misleadingly titled “Airports Serving Orlando” (plural) but lists only one airport: the Melbourne International Airport, misnamed as the Orlando Melbourne International Airport.
- (j) MLB’s social media accounts all use the misleading name “Orlando Melbourne International Airport,” examples of which are attached hereto as Composite Exhibit “E”;
- (k) MLB’s social media accounts make repeated references to Orlando-area attractions, do not disclose the true distance between any of the attractions and Melbourne International Airport, and include pictures affiliated with

Orlando-area attractions and captions such as “conveniently located to @WaltDisneyWorld!”;

- (l) MLB’s Instagram page also features a map that purports to show the location of the Melbourne International Airport, but enlarged the location-marker to make it appear confusingly and deceptively close to Orlando;
- (m) MLB falsely advertises itself, as the Orlando Melbourne International Airport in the May 2016 Delta Sky Magazine, attached hereto as Exhibit “F,” which does not disclose MLB’s actual distance from Orlando; and
- (n) MLB advertises itself as Orlando Melbourne International Airport on the websites of third-party airline ticket sellers, examples of which are attached hereto as Composite Exhibit “G.”

3l. The addition of “Orlando” before the actual name Melbourne International Airport in the Illegal Advertisements falsely changes MLB’s airport name.

32. Given the passenger volume of Orlando International Airport, its established reputation, extensive capital investments, superior customer service amenities, and its location in Orlando, one of the Nation’s top tourism destinations, it is obvious that MLB is attempting to use the Illegal Advertisements to confuse customers in order to divert business from Orlando International Airport and misappropriate GOAA’s established goodwill and brand recognition of the Orlando International Airport Trademark.

33. During its November 2, 2015 MLB Board Meeting, MLB admitted its intent to confuse non-“savvy” customers and that falsely identifying the Melbourne International Airport as the Orlando Melbourne International Airport had a material effect on interstate commerce consumer’s purchasing decisions. See Board Meeting Minutes attached hereto as Exhibit “H” (the “2015 MLB Board Minutes”).

34. The November 2, 2015 MLB Board Minutes summarize the intent of MLB with respect to the Illegal Advertisements as follows:

It's about implementing the name "Orlando" into it. **It is out of market; it's not something locally here at all.** If you're in Toronto, and you are **planning a trip to Disney, most travelers don't have the savvy** to be able to connect to Melbourne with our proximity to the theme parks in Central Florida. Many times, they will do a search for Orlando and, in the case of Porter [Airlines], the **importance of associating that name in search engine decisions and family planning for making a trip, all of those things are very important.** You expand it to Europe, or expand it to any of our potential international markets and it **becomes very important that we have assimilation with Orlando.**

. . . . [Director Donovan] said people in Toronto see, **we slip the word "Orlando" in there** to give that reassurance that you can have the best of the resorts, what's in Central Florida and travel here.

. . . .

The airlines are taking notice and he said he has been commended by other airlines for using the Orlando-Melbourne term. It helps them in describing the product. **It is having an impact on the amount of tickets being sold** and also convincing the airlines about investing more in capacity. We are seeing larger aircraft, more frequency and as a result **we are seeing more overall passengers.**

2015 MLB Board Minutes, pp. 15 – 16 (emphasis added).

35. After the November 2, 2015 meeting, MLB began replacing references to "Melbourne International Airport" on its websites and on official documents such as its board meeting minutes with "Orlando Melbourne International Airport."

36. MLB's uses of the Illegal Advertisements falsely and misleadingly deceive consumers who are familiar with Orlando International Airport into believing that MLB's services are in Orlando or are otherwise affiliated with Orlando, and additionally infringe on GOAA's trademark rights in the Orlando International Airport Trademark, thereby causing

confusion, mistake and deception.

COUNT I
FALSE AND DECEPTIVE ADVERTISING IN VIOLATION OF SECTION 43(A) OF
THE LANHAM ACT, 15 U.S.C. § 1125(A)

3 GOAA hereby incorporates and re-alleges paragraphs 1-36.

38. MLB has disseminated and caused others to disseminate false and misleading statements concerning MLB's proximity to and affiliation with Orlando and the Orlando International Airport into interstate commerce in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

39. MLB's Illegal Advertisements, which misname the "Melbourne International Airport" as the "Orlando Melbourne International Airport," constitute false and deceptive advertising because the Melbourne International Airport, plainly, is not located in Orlando, or affiliated with the Orlando International Airport.

40. MLB has not obtained an FAA Operating Certificate allowing it to operate any commercial airport other than the Melbourne International Airport.

41. In its 2015 MLB Board Minutes, at Exhibit "H" hereto, MLB admitted that consumers "out of market" are not aware of Melbourne and are likely to be deceived by MLB's false and misleading Illegal Advertising identifying Melbourne as "Orlando Melbourne."

42. By calling itself the "Orlando Melbourne International Airport," MLB's Illegal Advertisements deceive and mislead, or, at a minimum, have the capacity to deceive or mislead, passengers into believing that MLB is located in Orlando or affiliated with the Orlando International Airport.

43. MLB knowingly, willfully and intentionally made false descriptions in its Illegal Advertisements and, unless enjoined by this Court, will continue to deceive, mislead and confuse potential passengers into thinking that MLB is located in Orlando or affiliated with the Orlando

International Airport.

44. MLB's Illegal Advertisements are intended to cause consumers to stop booking airline flights to GOAA's Orlando International Airport, and opt instead to mistakenly fly to Melbourne International Airport.

45. The Illegal Advertisements have a material effect on purchasing decisions of passengers as MLB admitted in its 2015 MLB Board Minutes, that the Illegal Advertisements were "having an impact on the amount of tickets being sold" and that "we [MLB] are seeing more overall passengers."

46. MLB uses the Illegal Advertisements to promote itself and solicit its airline ticket sales and airport services across state lines, thereby affecting interstate commerce.

47. As a direct and proximate cause of MLB's unlawful acts and practices, including those set forth above, MLB has caused, is causing and, unless enjoined by this Court will continue to cause, immediate and irreparable harm to GOAA for which there is no adequate remedy at law and for which GOAA is entitled to injunctive relief.

48. As a direct and proximate cause of MLB's unlawful acts and practices, including those set forth above, GOAA has suffered, is suffering and will continue to suffer damages to its business, reputation and goodwill and the loss of sales and profits GOAA would have made but for MLB's unlawful acts and practices.

49. MLB's acts, as described herein, are, and unless enjoined will continue to be, in violation of Section 43(a) of the Lanham Act.

50. MLB has acted in bad faith and has willfully engaged in false advertising with the intent to injure and deceive the public. Thus, in addition to the injunctive relief and damages requested herein, GOAA is entitled to costs and attorney's fees pursuant to 15 U.S.C. § 1117(a).

WHEREFORE, GOAA respectfully requests that the Court find in favor of GOAA and enter a Final Judgment against MLB containing the following relief:

- i. That upon a hearing on the merits, this Court permanently enjoin MLB from any further use, publication, advertising and/or promotional materials, that use the word “Orlando” instead of Melbourne International Airport, any name or advertisement that falsely or misleadingly or otherwise implies that MLB is located in Orlando or affiliated with the City of Orlando or Orlando International Airport;
- ii. That this Court direct MLB to issue a retraction statement (to be prepared with and to the satisfaction of GOAA) expressly retracting the false and misleading statements concerning its proximity to Orlando and affiliation with the Orlando International Airport, and requiring MLB to prominently display the retraction statement on the MLB websites and other media for a period of at least one (1) year;
- iii. That MLB assign its rights and ownership interests in the websites www.theorlandoairport.com and www.theotherorlandoairport.com to GOAA;
- iv. That MLB be forced to account for and deliver to GOAA any and all profits derived by MLB from the use of the Illegal Advertisements;
- v. GOAA be awarded all damages caused by the acts forming the basis of this Complaint;
- vi. Based on MLB’s willful, knowing and intentional use of false or misleading advertisement, this Court enter judgment for treble damages and the award of MLB’s profits be enhanced pursuant to 15 U.S.C. §1117(a);

vii. Based on MLB's willful, knowing and intentional use of false and misleading advertising and marketing material, this Court enter judgment awarding GOAA its reasonable attorneys' fees and the costs of this action pursuant to 15 U.S.C. §1117(a); and

viii. That this Court grant such other and further relief as it shall deem just and proper.

COUNT II
FEDERAL TRADEMARK INFRINGEMENT

51. GOAA hereby incorporates and re-alleges paragraphs 1-36.

52. MLB's uses of the Illegal Advertisements infringe on GOAA's senior trademark rights in the Orlando International Airport Trademark, thereby causing, and if it continues will cause, confusion, mistake and deception.

53. The likelihood of confusion, mistake and deception is apparent through the obvious degree of resemblance between GOAA's registered trademark "Orlando International Airport" and MLB's Illegal Advertisements, which refer to MLB as the "Orlando Melbourne International Airport."

54. In addition to being nearly identical, MLB purposefully used the word "Orlando" first, thereby furthering the confusion caused by its actions.

55. MLB increased the likelihood of confusion by using the Illegal Advertisements in the same or similar marketing methods and channels of purchase as those used by GOAA to promote its services.

56. MLB uses the Illegal Advertisements on its website, on its social media accounts, in publications and through the websites of third-party passenger airline ticket sellers.

57. Prospective passengers must choose between GOAA's or MLB's services on third party airline ticket websites, which feature MLB's Illegal Advertisements and use the confusingly similar Orlando Melbourne International Airport name.

58. MLB's Illegal Advertisements are likely to cause confusion, mistakes and deception because prospective purchasers of GOAA's services are passengers and families from all over the world who would not necessarily know that MLB is approximately 70 miles from Orlando. Even passengers who exercise the utmost care can easily confuse MLB's Illegal Advertisements as advertising Orlando International Airport.

59. Melbourne International Airport is not located in or affiliated with the City of Orlando or the Orlando International Airport.

60. According to MLB in the 2015 MLB Board Minutes at Exhibit "H," hereto, MLB specifically implemented the Illegal Advertising because "most travelers don't have the savvy to be able to connect Melbourne with our proximity to the theme parks in Central Florida," thereby admitting that most passengers will not realize MLB is over 70 miles away from Orlando's theme parks.

61. GOAA's Orlando International Airport Trademark is distinctive, popular and widely-known by consumers as representing a single-source of services.

62. The distinctiveness of GOAA's trademark is recognized by the USPTO in the Registration Certificate for the Orlando International Airport Trademark, a copy of which is attached as Exhibit "A," hereto.

6. MLB's uses of the Illegal Advertisements are likely to cause confusion, mistakes and deception because MLB is infringing on GOAA's extremely well-known Orlando International Airport Trademark.

64. As one of the top airports in the country with outstanding customer service awards, GOAA's Orlando International Airport Trademark is extremely well-known by consumers both nationally and internationally.

65. In addition to lacking the brand recognition and notoriety of Orlando International Airport, MLB is plainly not in Orlando, or affiliated with the City of Orlando or the Orlando International Airport.

66. GOAA's Orlando International Airport Trademark is extremely well-known outside of Orlando and internationally, making it clear that consumers outside of Orlando recognize the Orlando International Airport Trademark as a single-source and are more likely to be confused by MLB's Illegal Advertisements.

67. MLB has admitted that Melbourne International Airport has little to no brand recognition and is virtually unknown to consumers, such that adding Orlando to its name is being done to confuse consumers.

68. As evidenced by MLB's uses of the Illegal Advertisements and MLB's admissions during the 2015 MLB Board Minutes, MLB clearly intended for the Illegal Advertisements to cause confusion, deception and mistake by creating the false and misleading impression that Melbourne International Airport is located in or affiliated, associated, or connected with GOAA, or have the endorsement or approval of GOAA.

69. MLB's Illegal Advertisements have caused actual confusion amongst consumers and the public.

70. The likelihood of confusion, mistake and deception caused by MLB's use of the Illegal Advertisements is causing irreparable harm to the goodwill symbolized by the Orlando International Airport Trademark and the reputation for customer service that it embodies.

7. MLB's uses of the Illegal Advertisements are likely to cause confusion before, during and after the time of passengers purchase airline tickets in the marketplace because actual passengers, prospective passengers and others viewing the Illegal Advertisements, at the point of sale or elsewhere, are likely to mistakenly attribute the source airport to GOAA's Orlando International Airport due to MLB's confusingly similar imitations of GOAA's Orlando International Airport Trademark.

8. By causing a likelihood of confusion, mistake and deception, MLB is inflicting irreparable harm on the goodwill symbolized by GOAA's Orlando International Airport Trademark and the reputation for quality that it embodies.

9. MLB continues to use the Illegal Advertisements in connection with the sale of its services that directly compete with the services offered by GOAA.

10. MLB began using the Illegal Advertisements well after GOAA established protectable rights in the Orlando International Airport Trademark.

11. MLB knowingly, willfully, intentionally and maliciously adopted and used a confusingly similar imitation of GOAA's Orlando International Airport Trademark and falsely misled the public into believing that MLB is in Orlando or otherwise associated with GOAA.

12. MLB's Illegal Advertisements are confusingly similar to GOAA's federally registered Orlando International Airport Trademark in violation of 15 U.S.C. § 1114.

13. MLB's activities are causing and, unless enjoined by this Court, will continue to cause a likelihood of confusion and deception of members of the trade and public, and, additionally, injury to GOAA's goodwill and reputation as symbolized by GOAA's Orlando International Airport Trademark, for which GOAA has no adequate remedy at law.

14. MLB's actions demonstrate intentional, willful and malicious intent to trade on the goodwill associated with GOAA's Orlando International Airport Trademark to GOAA's

irreparable harm.

7. MLB caused, and is likely to continue causing substantial injury to the public and to GOAA and GOAA is entitled to injunctive relief.

WHEREFORE, GOAA respectfully requests that the Court find in favor of GOAA and enter a Final Judgment against MLB containing the following relief:

- i. That upon a hearing on the merits, this Court permanently enjoin MLB from any further use, publication, advertising and/or promotional materials, that use the words “Orlando Melbourne International Airport,” using the word “Orlando” in MLB’s name, or imitating, copying or otherwise using any GOAA trademark, or falsely or misleadingly state or otherwise imply that MLB is located in or affiliated with the City of Orlando or Orlando International Airport;
- ii. That this Court direct MLB to issue a retraction statement (to be prepared with and to the satisfaction of GOAA) expressly retracting the false and misleading statements concerning its proximity to Orlando and affiliation with the Orlando International Airport, and requiring MLB to prominently display the retraction statement on the MLB website and other media for a period of at least one (1) year;
- iii. That MLB be forced to account for and deliver to GOAA any and all profits derived by MLB from the use of the Illegal Advertisements;
- iv. GOAA be awarded all damages caused by the acts forming the basis of this Complaint;
- v. That MLB assign its rights and ownership interests in the website www.theorlandoairport.com and www.theotherorlandoairport.com to GOAA;

vi. Based on MLB's willful, knowing and intentional use of a confusingly similar imitation of the GOAA Orlando International Airport Trademark, this Court enter judgment for treble damages and the award of MLB's profits be enhanced pursuant to 15 U.S.C. §1117(a);

vii. Based on MLB's willful, knowing and intention use of a confusingly similar imitation of the GOAA Orlando International Airport Trademark, this Court enter judgment awarding GOAA its reasonable attorneys' fees and the costs of this action pursuant to 15 U.S.C. §1117(a); and

viii. That this Court grant such other and further relief as it shall deem just and proper.

COUNT III
COMMON LAW TRADEMARK INFRINGEMENT

80. GOAA hereby incorporates and re-alleges paragraphs 1-36.

81. This is an action common law trademark infringement under the laws of the State of Florida.

82. MLB's aforesaid activities constitute infringement of GOAA's common law trademark rights in the Orlando International Airport mark.

83. GOAA has been damaged by the above-described common law trademark infringement.

84. This trademark infringement has caused, and unless enjoined will continue to cause GOAA irreparable harm.

85. GOAA has no adequate remedy at law.

WHEREFORE, GOAA respectfully requests that the Court find in favor of GOAA and enter a Final Judgment against MLB containing the following relief:

- i. That upon a hearing on the merits, this Court permanently enjoin MLB from any further use, publication, advertising and/or promotional materials, that use the word “Orlando” instead of Melbourne International Airport, any name or advertisement that falsely or misleadingly or otherwise implies that MLB is located in Orlando or affiliated with the City of Orlando or Orlando International Airport;
- ii. That this Court direct MLB to issue a retraction statement (to be prepared with and to the satisfaction of GOAA) expressly retracting the false and misleading statements concerning its proximity to Orlando and affiliation with the Orlando International Airport, and requiring MLB to prominently display the retraction statement on the MLB websites and other media for a period of at least one (1) year;
- iii. That MLB assign its rights and ownership interests in the websites www.theorlandoairport.com and www.theotherorlandoairport.com to GOAA;
- iv. That MLB be forced to account for and deliver to GOAA any and all profits derived by MLB from the use of the Illegal Advertisements;
- v. GOAA be awarded all damages caused by the acts forming the basis of this Complaint;
- vi. Based on MLB’s willful, knowing and intentional use of false or misleading advertisement and marks, this Court grant enhanced or exemplary damages;
- vii. Based on MLB’s willful, knowing and intentional use of false and misleading advertising and marketing material, this Court enter judgment awarding GOAA its reasonable attorneys’ fees and the costs of this action; and

viii. That this Court grant such other and further relief as it shall deem just and proper.

COUNT IV
COMMON LAW UNFAIR COMPETITION

86. GOAA hereby incorporates and re-alleges paragraphs 1-36.

87. This is an action common law unfair competition under the laws of the State of Florida.

88. MLB's aforesaid false or misleading representations in advertising and marketing constitute unfair competition under the laws of the State of Florida

89. GOAA has been damaged by the above-described unfair competition.

90. This unfair competition has caused, and unless enjoined will continue to cause GOAA irreparable harm.

91. GOAA has no adequate remedy at law.

WHEREFORE, GOAA respectfully requests that the Court find in favor of GOAA and enter a Final Judgment against MLB containing the following relief:

i. That upon a hearing on the merits, this Court permanently enjoin MLB from any further use, publication, advertising and/or promotional materials, that use the word "Orlando" instead of Melbourne International Airport, any name or advertisement that falsely or misleadingly or otherwise implies that MLB is located in Orlando or affiliated with the City of Orlando or Orlando International Airport;

ii. That this Court direct MLB to issue a retraction statement (to be prepared with and to the satisfaction of GOAA) expressly retracting the false and misleading statements concerning its proximity to Orlando and affiliation with the

Orlando International Airport, and requiring MLB to prominently display the retraction statement on the MLB websites and other media for a period of at least one (1) year;

iii. That MLB assign its rights and ownership interests in the websites www.theorlandoairport.com and www.theotherorlandoairport.com to GOAA;

iv. That MLB be forced to account for and deliver to GOAA any and all profits derived by MLB from the use of the Illegal Advertisements;

v. GOAA be awarded all damages caused by the acts forming the basis of this Complaint;

vi. Based on MLB's willful, knowing and intentional use of false or misleading advertisement, this Court grant enhanced or exemplary damages;

vii. Based on MLB's willful, knowing and intentional use of false and misleading advertising and marketing material, this Court enter judgment awarding GOAA its reasonable attorneys' fees and the costs of this action; and

viii. That this Court grant such other and further relief as it shall deem just and proper.

DEMAND FOR JURY TRIAL

GOAA respectfully requests trial by jury on all claims so triable.

Dated this 19th day of March, 2019.

/s/ Stephen H. Luther

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