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9 **UNITED STATES DISTRICT COURT**
 10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

11 LEVI STRAUSS & CO.,

12 Plaintiff,

13 v.

14 S-DOUBLE CORPORATION; and GLOBE
 15 INTERNATIONAL LIMITED,

16 Defendants.

Case No. 26-cv-05462

**COMPLAINT FOR TRADEMARK
 INFRINGEMENT, DILUTION, UNFAIR
 COMPETITION, AND BREACH OF
 CONTRACT**

(INJUNCTIVE RELIEF SOUGHT)

JURY TRIAL DEMAND

18 This lawsuit is necessary to stop Defendants, S-Double Corporation, and Globe International
 19 Limited (collectively “Defendants” or “S-Double”) from infringing, misusing and trading on Plaintiff
 20 Levi Strauss & Co.’s (“LS&Co.”) famous tab trademark (the “Tab trademark”). This is not the first
 21 time that LS&Co. has needed to file a lawsuit to address S-Double’s blatant copying. In 2010,
 22 LS&Co. filed a lawsuit against S-Double Corporation in the Northern District of California for
 23 trademark infringement, trade dress infringement, unfair competition, false advertising and dilution
 24 related to LS&Co.’s Tab Trademark. The case is titled *Levi Strauss & Co. v. S-Double Corp.*, Case
 25 No. 5:10-cv-02933-JW (the “2010 Lawsuit”). LS&Co. and Defendant S-Double entered into a
 26 settlement agreement to resolve the 2010 Lawsuit, memorializing S-Double’s commitment to refrain
 27 from using designs that infringed LS&Co.’s Tab trademark.
 28

1 Despite these prior agreements, Defendants have resumed selling apparel bearing tabs that are
 2 nearly identical to the tabs that were the subject of the parties' previous lawsuit, and that S-Double
 3 agreed it would refrain from using pursuant to the parties' 2011 settlement agreement (the "2011
 4 Settlement"). Examples of S-Double's current infringing designs follow:



15 In March 2026, LS&Co. notified Defendants of its claims for infringement and breach of
 16 contract. Defendants have continued marketing, offering, and selling the products bearing tabs shown
 17 by example in the table above. Therefore, to stop Defendants from continuing to misuse and trade on
 18 LS&Co.'s famous Tab trademark, reputation, and goodwill, LS&Co. now seeks preliminary and
 19 permanent injunctive relief as well as appropriate compensatory remedies and fees and costs
 20 necessitated by Defendants' conduct. LS&Co. alleges as follows:

21 **JURISDICTION, VENUE, AND INTRA-DISTRICT ASSIGNMENT**

22 1. Plaintiff LS&Co.'s claims arise under the Trademark Act of 1946 (the Lanham Act),
 23 as amended by the Trademark Dilution Revision Act of 2006 (15 U.S.C. §§ 1051, *et seq.*). This
 24 Court has jurisdiction over such claims pursuant to 28 U.S.C. §§ 1338(a) and 1338(b) (trademark
 25 and unfair competition), 28 U.S.C. § 1331 (federal question) and 15 U.S.C. § 1121 (Lanham Act).
 26 This Court has supplemental jurisdiction over the remaining state law claims under 28 U.S.C.
 27 § 1367.

28 2. LS&Co. is informed and believes that venue is proper in this Court under 28 U.S.C.

1 § 1391(b) because a substantial part of the events giving rise to the claims asserted arose in this
2 district.

3 3. This Court has personal jurisdiction over Defendants because the harm to LS&Co.,
4 caused in part by Defendants' breach of the parties' prior agreement, arises in the district. Defendants
5 also have directed their conduct into this district, including by targeting LS&Co., a corporation with
6 its principal place of business in this district, by infringing LS&Co.'s trademarks. Defendants—
7 including through the 2011 Settlement Agreement—knew that their use of infringing marks would
8 harm LS&Co. and LS&Co.'s trademark rights in this district. Further, by negotiating and entering the
9 2011 Settlement Agreement with LS&Co. in order to resolve LS&Co.'s claims against Defendants
10 asserted in the 2010 Lawsuit against S-Double, Defendants deliberately targeted the forum.

11 4. Intra-district assignment to any division of the Northern District is proper under Local
12 Rule 3-2(c) and the Assignment Plan of this Court as an "Intellectual Property Action."

13 PARTIES

14 5. LS&Co. is a Delaware corporation with its principal place of business at Levi's Plaza,
15 1155 Battery Street, San Francisco, California 94111. Operating since approximately the 1850s,
16 LS&Co. is one of the oldest and best-known apparel companies in the world. It manufactures,
17 markets, and sells a variety of apparel.

18 6. LS&Co. is informed and believes that Defendant S-Double Corporation ("S-Double
19 Corp.") is a California corporation headquartered at 825 E. Gutierrez Street, Santa Barbara, CA
20 93103. S-Double Corp. is a signatory to the parties' 2011 Settlement Agreement.

21 7. LS&Co. is informed and believes that Defendant Globe International Limited ("Globe
22 Intl.") is an Australian corporation headquartered at 1 Fennell Street, Port Melbourne, VIC 207
23 Australia. LS&Co. is informed and believes that Globe Intl. is the parent company of S-Double
24 Corp.

25 8. LS&Co. is informed and believes that Defendants manufacture, distribute, and/or sell
26 apparel, including pants, shirts, and jackets under the brand name SDBOULE, bearing trademarks
27 and branding elements that infringe LS&Co.'s Tab trademark and breach the parties' prior settlement
28 agreement.

1 **FACTS AND ALLEGATIONS COMMON TO ALL CLAIMS**

2 **LS&Co.’s Tab Trademark**

3 9. LS&Co. is the renowned apparel company whose founders invented the blue jean.
4 LS&Co. has been manufacturing and selling apparel for over 150 years. From its gold rush
5 beginnings, LS&Co. became one of the preeminent casual apparel companies of our time. The
6 company’s apparel production was protected as an “essential industry” during World War II, and
7 exhibits at institutions such as the Smithsonian and Museum of Modern Art display photographs
8 underscoring that LS&Co.’s products are a “staple of American culture, symbolizing youth, freedom,
9 and effortless cool.”

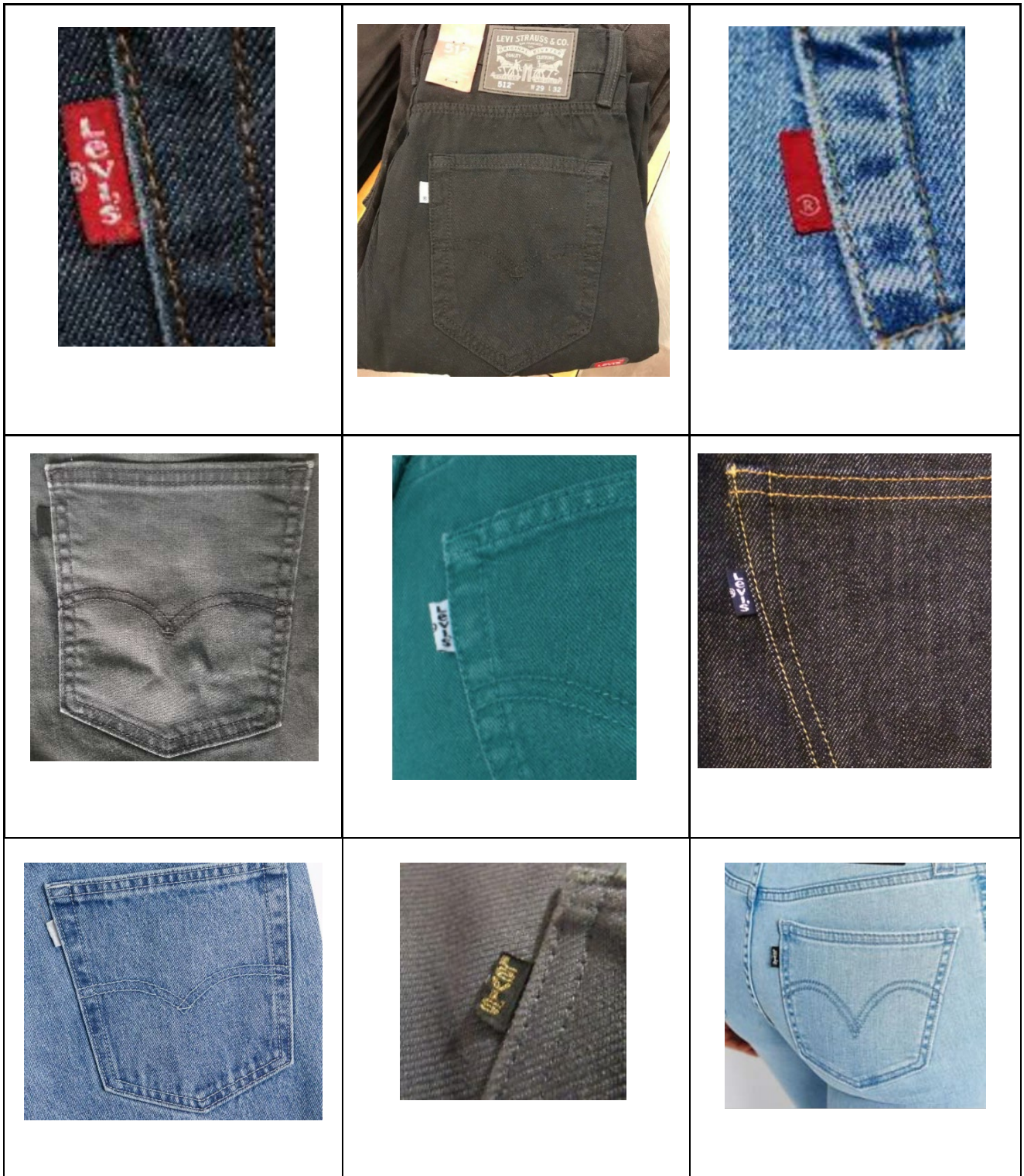
10 10. LS&Co. marks its products with trademarks that are famous around the world.
11 Among these trademarks is LS&Co.’s famous Tab trademark, which, in one configuration that is
12 used on many products, consists of a marker sewn into pocket seams or one of the regular structural
13 seams of the garment. LS&Co. uses the Tab trademark on jeans, pants, jackets, shirts, skirts, shorts,
14 accessories, and a variety of other clothing products.

15 11. LS&Co. continuously has used the Tab trademark for nearly 90 years to distinguish
16 its products. LS&Co. began to display the Tab trademark on the rear pocket of its pants in 1936
17 when its then National Sales Manager, Leo Christopher Lucier, proposed placing a folded cloth
18 ribbon in the structural seams of the rear pocket. The purpose of this “tab” was to provide “sight
19 identification” of LS&Co.’s products. Given the distinctiveness of the Tab trademark, Mr. Lucier
20 asserted that “no other maker of overalls can have any other purpose in putting a colored tab on an
21 outside patch pocket, unless for the express and sole purpose of copying our mark and confusing the
22 customer.”

23 12. The Tab trademark appears on almost all jeans sold by LS&Co. and is also featured
24 on other apparel products, such as shirts, jackets, and accessories. Every year, millions of jeans,
25 shirts, jackets, and other products are sold bearing the Tab trademark. As shown below, LS&Co.
26 uses the Tab trademark in many colors, including red, white, blue, black, and silver.

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25 13. LS&Co. has used the mark as part of the corporate logo, in retail signage, and on the
 26 levi.com website as a sign of all the company's products and services. As shown above, the Tab
 27 trademark sometimes bears the famous LEVI'S® trademark, and sometimes bears only the ®
 28 symbol. LS&Co. also owns registered and common law rights in word marks that reference the

1 history and heritage of the Tab trademark, including LS&Co.'s BLUE TAB, RED TAB, ORANGE
2 TAB, and SILVERTAB marks.

3 14. For many years prior to the events giving rise to this Complaint and continuing to the
4 present, LS&Co. has annually spent great amounts of time, effort, and money advertising and
5 promoting the products on which its Tab trademark is used. LS&Co. has sold hundreds of millions
6 of these products bearing its Tab trademark, all over the world, accounting annually for billions of
7 dollars in sales, including sales throughout the United States and in California. Through these
8 investments and large sales, LS&Co. has created considerable goodwill and a reputation for high-
9 quality, fashionable products.

10 15. The Tab trademark is famous and recognized around the world and throughout the
11 United States by consumers as signifying authentic, high-quality LS&Co. garments. LS&Co.'s Tab
12 trademark was famous among the general consuming public long before Defendants began selling
13 the products challenged in this Complaint. LS&Co.'s Tab trademark is registered in the United
14 States, in the State of California, and around the world. All registrations and common law marks for
15 the Tab trademark are in full force and effect, valid and protectable, and exclusively owned by
16 LS&Co. LS&Co. continuously has used each of its registered trademarks, from the registration date
17 or earlier until the present, and during all times relevant to LS&Co.'s claims.

18 16. In addition to its common law rights, LS&Co. owns the following United States and
19 California trademark registrations, among others, for its Tab trademark. The federal registrations
20 have become incontestable under the provisions of 15 U.S.C. § 1065.

- 21 a. U.S. Registration No. 516,561 (first used as early as September 1, 1936;
22 registered October 18, 1949);
- 23 b. U.S. Registration No. 1,157,769 (first used as early as September 1,
24 1936; registered June 16, 1981);
- 25 c. U.S. Registration No. 2,791,156 (first used as early as September 1,
26 1936; registered December 9, 2003);
- 27 d. U.S. Registration No. 356,701 (first used as early as September 1, 1936;
28 registered May 10, 1938);

- 1 e. U.S. Registration No. 577,490 (first used as early as September 1, 1936;
- 2 registered July 21, 1953);
- 3 f. U.S. Registration No. 774,625 (first used as early as May 22, 1963;
- 4 registered August 4, 1964);
- 5 g. U.S. Registration No. 775,412 (first used as early as October 9, 1957;
- 6 registered August 18, 1964);
- 7 h. U.S. Registration No. 2,726,253 (first used as early as March 7, 1969;
- 8 registered June 17, 2003);
- 9 i. U.S. Registration No. 2,620,144 (first used as early as February, 1999,
- 10 registered September 17, 2002); and
- 11 j. California Registration No. 052312 (first used as early as March 7,
- 12 1969; registered June 12, 1974).

13 17. LS&Co. also uses its Tab trademark in connection with many of its collaborations
14 with other brands, including collaborations with some of the most well-respected designers and
15 fashion houses in the industry. Examples of LS&Co.'s use of its Tab trademark on garments put out
16 under these collaborations follow:

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LEVI'S® x REESE COOPER



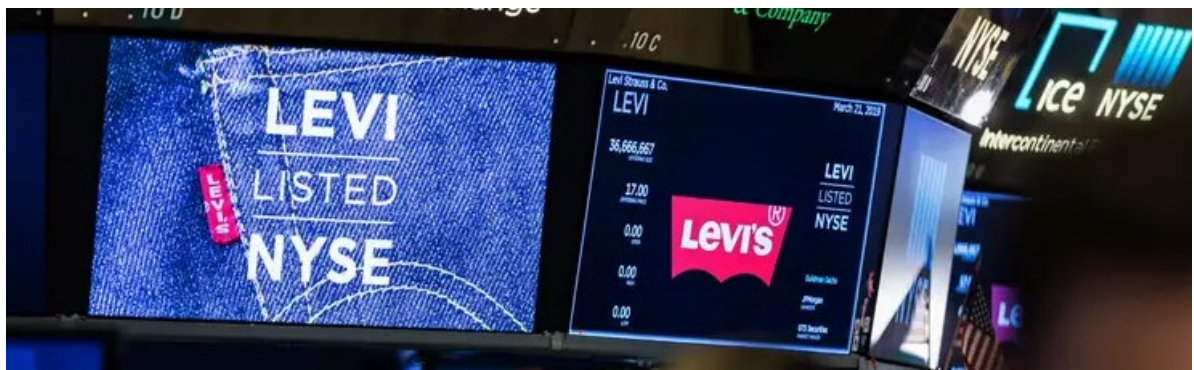
LEVI'S® x VALENTINO



LEVI'S® x MIU MIU



18. In addition to using the Tab trademark on products, LS&Co. also uses and has used the mark to denote retail services, including use of the trademark as its main service mark (collectively “Retail Services Tab trademark”). Examples of these uses follow:



1 **The Parties' Prior Agreements**

2 19. On July 2, 2010, LS&Co. filed a lawsuit against S-Double, asserting trademark and
3 trade dress infringement, as well as related unfair competition, false advertising, and dilution claims
4 based on S-Double's use of infringing tabs. The case is titled *Levi Strauss & Co. v. S-Double Corp.*,
5 Case No. 5:10-cv-02933-JW.

6 20. On January 31, 2011, to resolve the 2010 Lawsuit, LS&Co. and S-Double entered
7 a settlement agreement. Under the 2011 agreement, S-Double agreed to cease use of the infringing
8 tabs and to refrain from using designs similar to LS&Co.'s Tab trademark.

9 21. Specifically, Term 3 of the 2011 Settlement prohibits S-Double from manufacturing,
10 licensing, selling, offering for sale, distributing, importing, exporting, advertising, promoting or
11 displaying garments anywhere in the world that display any of the prohibited tab designs or any
12 design similar to LS&Co.'s Tab trademarks. Term 3 further confirms that S-Double agreed not to
13 manufacture, sell and promote any jeans, pants or shorts that display "a label or tab or tab-like
14 device, regardless of shape or color, affixed in any manner on a vertical seam of a rear pocket."

15 **Defendants' Infringement of LS&Co.'s Tab Trademark and Breach of the Parties' Prior**
16 **Settlement Agreement**

17 22. In blatant disregard of LS&Co.'s rights in the Tab trademark, without authorization
18 from LS&Co., and in violation of the parties' prior settlement agreement, LS&Co. has recently
19 discovered that Defendants are promoting, offering for sale, and selling products, including apparel,
20 bearing designs that imitate the Tab trademark and are nearly identical to infringing designs that
21 Defendants explicitly agreed not to use. These designs and logos, and the products bearing them, are
22 referred to "S-Double Infringing Tabs." Examples of Defendants' products bearing the red S-Double
23 Infringing Tabs follow, in comparison with the infringing designs that Defendants previously
24 committed not to use in the 2011 Settlement:

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Examples of S-Double Infringing Tabs



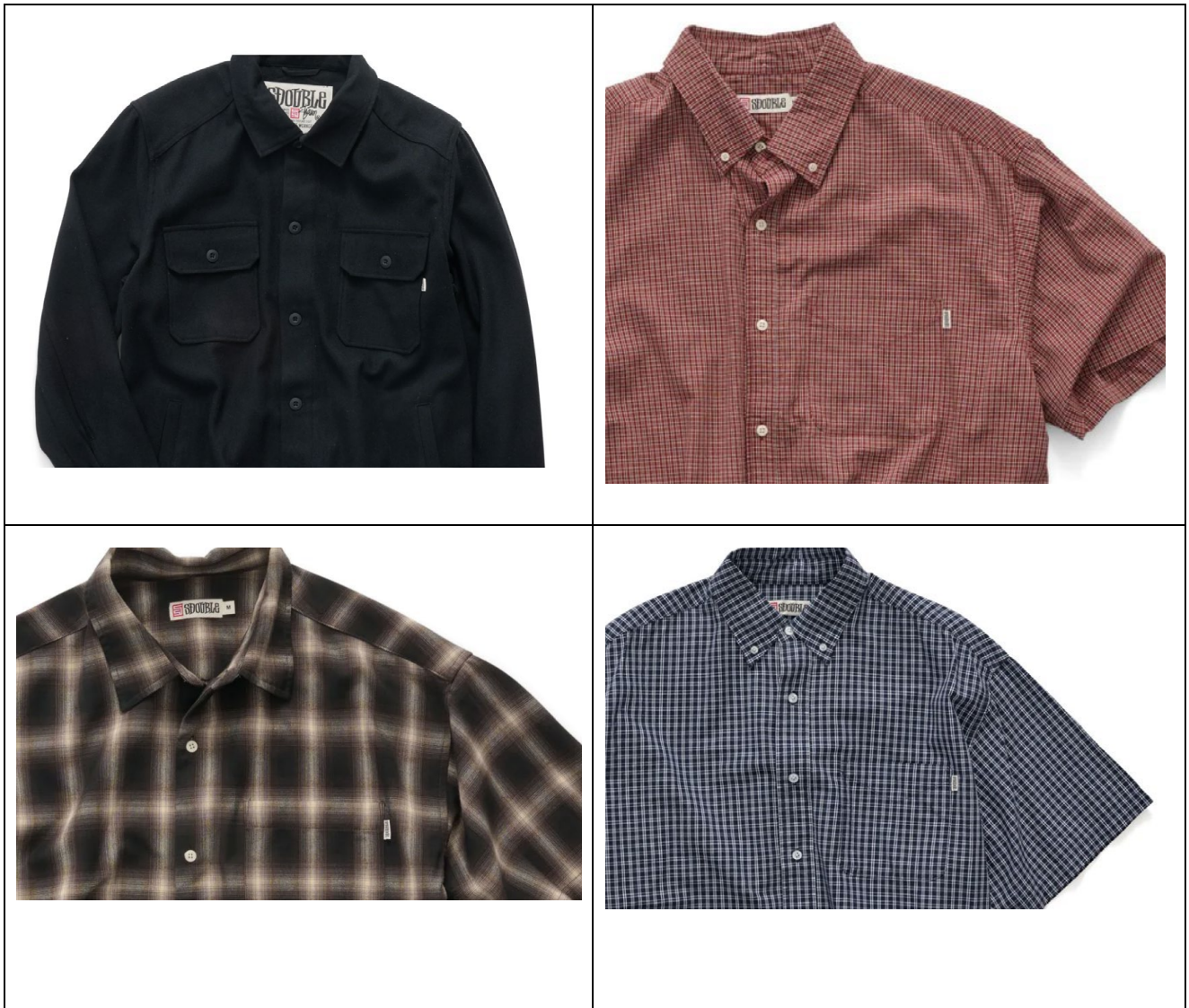
Tabs Prohibited by the 2011 Settlement Agreement





23. Defendants are also promoting, offering for sale, and selling products, including apparel, that use infringing protruding white tabs as depicted below:





19 24. The S-Double Infringing Tabs are a blatant breach of the parties’ prior agreement and
 20 infringe LS&Co.’s Tab trademarks. In March 2026, LS&Co. notified Defendants of their breach.
 21 LS&Co. demanded S-Double immediately cease sale of the infringing products and any similar
 22 products, including removing them from the S-Double website and any third-party platforms, and
 23 provide sales and inventory information for all products featuring the infringing tab designs since the
 24 execution of the 2011 Agreement. To date, LS&Co. has received no acknowledgement or response
 25 from Defendants.

26 25. The S-Double Infringing Tabs are substantially similar to LS&Co.’s Tab trademark
 27 and are used in connection with goods that directly compete with LS&Co. It is clear that the S-
 28 Double Infringing Tabs are intended to create an association with LS&Co. Defendants’ use of the S-

1 Double Infringing Tabs have caused or will cause a likelihood of confusion among consumers
2 regarding the source of Defendants products, and whether LS&Co. has sponsored, licensed,
3 authorized, or is someone affiliated with Defendants.

4 26. Defendants began using the S-Double Infringing Tabs long after LS&Co.'s Tab
5 trademark became famous, and after Defendants acknowledged that the Tab trademark is famous.
6 See Term 9 of 2011 Agreement. The S-Double Infringing Tabs have caused or are likely to cause
7 dilution of LS&Co.'s famous and distinctive Tab trademark by diminishing its distinctiveness and
8 singular association with LS&Co.

9 27. LS&Co. is informed and believes that Defendants have marketed and sold substantial
10 quantities of products bearing the S-Double Infringing Tabs and have profited and continue to profit
11 from such sales. There is no doubt Defendants conduct has been willful based on the years of prior
12 interactions, through lawsuits and agreements, between LS&Co. and Defendants and Defendants
13 prior express agreement to cease use of tab designs that infringe LS&Co.'s Tab trademark.

14 28. In addition to causing damages, Defendants' actions have caused and will cause
15 LS&Co. irreparable harm for which money damages and other remedies are inadequate. LS&Co.
16 has attempted to resolve this matter short of litigation, but Defendants have failed to even
17 acknowledge LS&Co.'s attempts. Defendants continue to promote and sell these infringing
18 garments. Unless Defendants are restrained preliminarily and permanently by this Court, they will
19 continue and/or expand their illegal activities and otherwise continue to cause great and irreparable
20 damage and injury to LS&Co. by, among other things:

- 21 a. Depriving LS&Co. of its rights to use and control use of its trademarks
22 and maintain its reputation with consumers, licensees, and collaborators,
23 including the exclusive use of its trademarks on products and services
24 that LS&Co. creates, produces, licenses, and sells;
- 25 b. Creating a likelihood of confusion, mistake, and deception among
26 consumers and the trade as to the source of the infringing products and
27 services;
- 28 c. Causing the public falsely to associate LS&Co. with Defendants and/or

1 their products and services, or vice versa;

2 d. Causing incalculable and irreparable damage to LS&Co.’s goodwill,
3 reputation and standing with consumers, licensees and collaborators;

4 e. Diluting the capacity of its Tab trademark to differentiate LS&Co.’s
5 products from others;

6 f. Causing LS&Co. to lose sales of its genuine clothing products; and

7 g. Causing others to believe the distinctive features of the Tab trademark
8 may be misappropriated for their use.

9 **FIRST CLAIM**

10 **FEDERAL TRADEMARK INFRINGEMENT**

11 **(15 U.S.C. §§ 1114-1117; Lanham Act § 32)**

12 29. LS&Co. realleges and incorporates by reference each of the allegations contained in
13 paragraphs 1 through 28 of this Complaint.

14 30. Without LS&Co.’s consent, Defendants have used—in connection with the sale,
15 offering for sale, distribution, or advertising of its products and services—trademarks and designs,
16 including tab designs (examples of which are shown in this Complaint), that infringe upon LS&Co.’s
17 registered Tab trademark.

18 31. Defendants’ acts of willful trademark infringement have been committed with the
19 intent to cause confusion, mistake, or deception, cause harm to LS&Co. and consumers, and are in
20 violation of 15 U.S.C. § 1114.

21 32. As a direct and proximate result of Defendants’ infringing activities, LS&Co. is
22 entitled to recover all of Defendants’ unlawful profits and LS&Co.’s substantial damages under
23 15 U.S.C. 1117(a).

24 33. Defendants’ infringement of LS&Co.’s Tab trademark is an exceptional case and was
25 intentional, entitling LS&Co. to treble the amount of its damages and Defendants’ profits, and to an
26 award of attorneys’ fees under 15 U.S.C. §§ 1117(a).

27 34. LS&Co. is entitled to injunctive relief pursuant to 15 U.S.C. 1116(a).

28 //

1 **SECOND CLAIM**

2 **FEDERAL UNFAIR COMPETITION**

3 **(False Designation of Origin and False Description)**

4 **(15 U.S.C. § 1125(a); Lanham Act § 43(a))**

5 35. LS&Co. realleges and incorporates by reference each of the allegations contained in
6 paragraphs 1 through 28 of this Complaint.

7 36. Defendants' use of the S-Double Infringing Tabs—including the tab designs shown
8 by example in this Complaint—tends falsely to describe its products and services within the meaning
9 of 15 U.S.C. § 1125(a)(1). Defendants' conduct is likely to cause confusion, mistake, or deception
10 by or in the public as to the affiliation, connection, association, origin, sponsorship, or approval of
11 Defendants and Defendants' products and services, to the detriment of LS&Co. and consumers in
12 violation of 15 U.S.C. § 1125(a)(1).

13 37. As a direct and proximate result of Defendants' willful infringing activities, LS&Co.
14 is entitled to recover all of Defendants' unlawful profits and LS&Co.'s substantial damages under
15 15 U.S.C. § 1117(a).

16 38. Defendants' infringement of LS&Co.'s Tab trademark represents an exceptional case
17 and was intentional, entitling LS&Co. to treble the amount of its damages and Defendants' profits,
18 and to an award of attorneys' fees under 15 U.S.C. § 1117(a).

19 39. LS&Co. is entitled to injunctive relief pursuant to 15 U.S.C. § 1116(a).

20 **THIRD CLAIM**

21 **FEDERAL DILUTION OF FAMOUS MARKS**

22 **(Trademark Dilution Revision Act of 2006)**

23 **(15 U.S.C. § 1125(c); Lanham Act § 43(c))**

24 40. LS&Co. realleges and incorporates by reference each of the allegations contained in
25 paragraphs 1 through 28 of this Complaint.

26 41. LS&Co.'s Tab trademark is distinctive and famous within the meaning of the
27 Trademark Dilution Revision Act of 2006, 15 U.S.C. § 1125(c), and was distinctive and famous
28 prior to Defendants' conduct as alleged in this Complaint.

1 42. Defendants' conduct is likely to cause dilution of LS&Co.'s Tab trademark by
2 diminishing each of their distinctiveness in violation of the Trademark Dilution Revision Act of
3 2006, 15 U.S.C. § 1125(c).

4 43. Defendants diluted LS&Co.'s Tab trademark willfully, entitling LS&Co. to an award
5 of damages and disgorgement of Defendants' profits.

6 44. LS&Co. is entitled to injunctive relief pursuant to 15 U.S.C. §§ 1116(a) and 1125(c).

7 **FOURTH CLAIM**

8 **CALIFORNIA TRADEMARK INFRINGEMENT AND DILUTION UNDER CALIFORNIA**

9 **AND COMMON LAW**

10 **(Cal. Bus. & Prof. Code §§ 14200 *et seq.*; Cal. Bus. & Prof. Code § 14247)**

11 45. LS&Co. realleges and incorporates by reference each of the allegations contained in
12 paragraphs 1 through 28 of this Complaint.

13 46. LS&Co. owns registered and common law rights in its Tab trademark.

14 47. Defendants' use of the S-Double Infringing Tabs—that are substantially similar to the
15 Tab trademark—occurred without LS&Co.'s consent.

16 48. LS&Co.'s Tab trademark became famous in California long before Defendants began
17 using their infringing trademarks and designs.

18 49. Defendants' use of the S-Double Infringing Tabs is likely to cause consumer
19 confusion about the source of Defendants' goods and services or about a relationship between
20 LS&Co., and Defendants and is likely to dilute LS&Co.'s Tab trademark, in violation of California
21 Business & Professions Code §§ 14200 *et seq.*, California Business & Professions Code § 14247,
22 and California common law.

23 50. Defendants infringed and diluted LS&Co.'s Tab trademark with knowledge and intent
24 to cause confusion, mistake, or deception.

25 51. Defendants' conduct is aggravated by that kind of willfulness, wantonness, malice,
26 and conscious indifference to the rights and welfare of LS&Co. for which California law allows the
27 imposition of exemplary damages.

28 52. Pursuant to California Business & Professions Code §§ 14247 and 14250, LS&Co. is

1 entitled to injunctive relief and damages in the amount of three times Defendants’ profits and three
2 times all damages suffered by LS&Co. by reason of Defendants’ manufacture, use, display, and sale
3 of infringing goods and services.

4 **FIFTH CLAIM**

5 **CALIFORNIA UNFAIR COMPETITION**

6 **(Cal. Bus. & Prof. Code § 17200)**

7 53. LS&Co. realleges and incorporates by reference each of the allegations contained in
8 paragraphs 1 through 28 of this Complaint.

9 54. Defendants’ conduct constitutes “unlawful, unfair or fraudulent business act[s] or
10 practice[s] and unfair, deceptive, untrue or misleading advertising” within the meaning of California
11 Business & Professions Code section § 17200.

12 55. LS&Co. is entitled to injunctive relief preventing the conduct alleged in this
13 Complaint.

14 **SIXTH CLAIM**

15 **BREACH OF CONTRACT UNDER CALIFORNIA COMMON LAW**

16 56. LS&Co. realleges and incorporates by reference each of the allegations contained
17 Paragraphs 1 through 28 of this Complaint.

18 57. In 2011, LS&Co. and Defendant S-Double Corp. entered into a valid contract, which is
19 binding on S-Double Corp.’s parents, subsidiaries, affiliates and any related companies under common
20 control.

21 58. Through the parties’ 2011 Agreement, Defendants promised that they had stopped
22 manufacturing and selling products bearing the designs that were the subject of LS&Co.’s 2010
23 Lawsuit, and “any design similar to” LS&Co.’s Trademarks, in exchange for and to induce
24 LS&Co.’s agreement to refrain from continuing to pursue its claims.

25 59. Defendants are now selling products bearing the S-Double Infringing Tabs, in direct
26 breach of the parties’ 2011 Settlement.

27 60. As a result of Defendant’s breach of the agreement, LS&Co. has suffered damages and,
28 in reliance of Defendant’s promises, declined to seek further relief that otherwise would have stopped

1 Defendant's ongoing infringement and dilution of LS&Co.'s marks.

2 61. LS&Co. is entitled to damages caused by Defendant's breach, including liquidated
3 damages, an injunction requiring specific performance of Defendant's promises, as well as other
4 damages due to LS&Co. based on the terms of the parties' prior agreement.

5 **PRAYER FOR JUDGMENT**

6 WHEREFORE, LS&Co. prays that this Court grant it the following relief:

7 1. Adjudge that Defendants infringed LS&Co.'s Tab trademark in violation of
8 LS&Co.'s rights under common law, 15 U.S.C. § 1114, and/or California law;

9 2. Adjudge that Defendants have competed unfairly with LS&Co. in violation of
10 LS&Co.'s rights under common law, 15 U.S.C. § 1125(a), and/or California law;

11 3. Adjudge that Defendants' activities are likely to dilute LS&Co.'s famous Tab
12 trademark, in violation of LS&Co.'s rights under common law, 15 U.S.C. § 1125(c), and/or
13 California law;

14 4. Adjudge that Defendants and their agents, employees, attorneys, successors, assigns,
15 affiliates, and joint venturers and any person(s) in active concert or participation with it, and/or any
16 person(s) acting for, with, by, through or under it, be enjoined and restrained at first during the
17 pendency of this action and thereafter permanently from:

18 a. Manufacturing, producing, sourcing, importing, exporting, selling,
19 buying, offering for sale, distributing, licensing, advertising, or
20 promoting any goods or services, using any words, symbols or designs
21 that so resemble LS&Co.'s Tab trademark as to be likely to cause
22 confusion, mistake or deception, on or in connection with any product or
23 service that is not authorized by or for LS&Co., including without
24 limitation, the infringing trademarks and designs that are the subject of
25 this Complaint and for which Defendants are responsible, or any other
26 approximation of LS&Co.'s trademarks;

27 b. Using any word, term, name, symbol, device, design, or combination
28 thereof that causes or is likely to cause confusion, mistake, or deception

1 as to the affiliation or association of Defendants' products and services
2 with LS&Co. or as to the origin of Defendants' goods and services, or
3 any false designation of origin, false or misleading description or
4 representation of fact, or any false or misleading advertising;

5 c. Claiming trademark rights in the S-Double Infringing Tabs, or any other
6 word, symbol, or design that is confusingly similar to the Tab
7 trademark, including by applying now or in the future for federal
8 registration of trademarks comprising the S-Double Infringing Tabs or
9 any other word, symbol, or design that is similar to the Tab trademark;

10 d. Infringing LS&Co.'s rights in and to any of its trademarks or otherwise
11 damaging LS&Co.'s goodwill or business reputation;

12 e. Further diluting the Tab trademark;

13 f. Otherwise competing unfairly with LS&Co. in any manner; and

14 g. Continuing to perform in any manner whatsoever any of the other acts
15 complained of in this Complaint;

16 5. Adjudge that Defendants have breached their contract with LS&Co.;

17 6. Adjudge that Defendants are required immediately to supply LS&Co.'s counsel with
18 a complete list of individuals and entities from whom or which they purchased, and to whom or
19 which they sold, offered for sale, distributed, advertised or promoted, infringing products and
20 services as alleged in this Complaint;

21 7. Adjudge that Defendants are required immediately to deliver to LS&Co.'s counsel
22 their entire inventory of infringing products and services, including without limitation shirts, shorts,
23 rompers, pants, dresses, and any other clothing, packaging, labeling, photographs, advertising and
24 promotional material, and all plates, patterns, molds, matrices and other material for producing or
25 printing such items, domain names, or social media handles that are in their possession or subject to
26 their control and that infringe or facilitate infringement of LS&Co.'s trademarks as alleged in this
27 Complaint;

28 8. Adjudge that Defendants, within thirty (30) days after service of the judgment

1 demanded herein, are required to file with this Court and serve upon LS&Co.’s counsel a written
2 report under oath setting forth in detail the manner in which they have complied with the judgment;

3 9. Adjudge that LS&Co. recover from Defendants its damages and lost profits, and
4 Defendants’ profits, in an amount to be proven at trial, as well as punitive damages under California
5 law;

6 10. Adjudge that Defendants are required to account for any profits that are attributable to
7 their illegal acts, and that LS&Co. be awarded (a) Defendants’ profits and (b) all damages sustained
8 by LS&Co., under 15 U.S.C. § 1117, plus prejudgment interest;

9 11. Adjudge that the amounts awarded to LS&Co. pursuant to 15 U.S.C. § 1117 shall be
10 trebled;

11 12. Order an accounting of and impose a constructive trust on all of Defendants’ funds
12 and assets that arise out of their infringing and dilutive activities;

13 13. Adjudge that LS&Co. be awarded its costs and disbursements incurred in connection
14 with this action, including LS&Co.’s reasonable attorneys’ fees and investigative expenses; and

15 14. Adjudge that all such other relief be awarded to LS&Co. as this Court deems just and
16 proper.

17 Dated: June 5, 2026

Respectfully submitted,

18 VERSO LAW GROUP LLP

19
20 By: /s/ Ryan Bricker

21 Gregory S. Gilchrist

22 Ryan Bricker

Sophy Tabandeh

23 Kourtney Speer

24 Attorneys for Plaintiff

25 LEVI STRAUSS & CO.
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DEMAND FOR JURY TRIAL

Levi Strauss & Co. demands that this action be tried to a jury.

Dated: June 5, 2026

Respectfully submitted,

VERSO LAW GROUP LLP

By: /s/ Ryan Bricker

Gregory S. Gilchrist

Ryan Bricker

Sophy Tabandeh

Kourtney Speer

Attorneys for Plaintiff

LEVI STRAUSS & CO.