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10 d/b/a FISHWIFE TINNED SEAFOOD COMPANY

11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**  
14

15 SHRIMP GIRLS, INC. d/b/a  
FISHWIFE TINNED SEAFOOD  
16 COMPANY,

17 Plaintiff,

18 vs.

19 CAROLINE GOLDFARB AND  
BENJAMIN GOLDFARB

20 Defendant.  
21  
22  
23  
24  
25

Case No. 2:23-cv-06024

COMPLAINT FOR:

- (1) BREACH OF CONTRACT
- (2) DECLARATORY JUDGMENT
- (3) TRADEMARK INFRINGEMENT
- (4) COMMON LAW TRADEMARK INFRINGEMENT, FALSE DESIGNATION OF ORIGIN, AND UNFAIR COMPETITION
- (5) UNFAIR COMPETITION
- (6) CYBERSQUATTING
- (7) CONVERSION
- (8) CIVIL THEFT

**DEMAND FOR JURY TRIAL**

1 Plaintiff Shrimp Girls, Inc. d/b/a Fishwife Tinned Seafood Company  
2 (“Fishwife”) submits this Complaint against Defendants Caroline Goldfarb and  
3 Benjamin Goldfarb (collectively, “Defendants”) and alleges as follows:

4 **THE PARTIES**

5 1) Plaintiff Fishwife is a Delaware company with its principal place of  
6 business at 1308 E. Colorado Blvd., #2175, Pasadena, CA 91106.

7 2) Defendant Caroline Goldfarb is a natural person and a resident of the  
8 State of California.

9 3) Defendant Benjamin Goldfarb, the father of Caroline Goldfarb, is a  
10 natural person and a resident of the State of California.

11 **JURISDICTION AND VENUE**

12 4) This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331, and  
13 1338 because the Plaintiff is asserting claims under the Lanham Act, 15 U.S.C. §  
14 1051 *et seq.*

15 5) The Court has supplemental jurisdiction over the non-federal claims  
16 under 28 U.S.C. § 1367 because those other claims are so related to the federal  
17 claims that they form part of the same case or controversy under Article III of the  
18 US Constitution.

19 6) This Court has personal jurisdiction over the Defendants because they  
20 are residents of the State of California.

21 7) Venue is proper in this Court under 28 U.S.C. § 1391 because both  
22 Defendants reside in this judicial district and a substantial part of the events or  
23 omissions giving rise to the claims occurred here.

24 **GENERAL ALLEGATIONS**

25 *Fishwife launches its business.*

26 8) Founded in late 2020 by Becca Millstein and Caroline Goldfarb,  
27 Fishwife produces ethically sourced, premium, and delicious tinned seafood. The  
28 company offers responsibly sourced fish in a variety of flavors like Wild Caught

1 Smoked Albacore Tuna, Smoked Rainbow Trout, and Fly By Jing Smoked Salmon.

2 9) Since Fishwife’s founding, it has offered goods and services in  
3 interstate commerce in the United States in connection with its “Fishwife,” “Eat  
4 Fishwife,” and “eatfishwife.com” marks, along with other marks owned by Fishwife  
5 (collectively, all common law trademarks and Fishwife’s Registration (defined  
6 below), referred to as the “Fishwife Marks”). As a result of the actual use in  
7 commerce of the Fishwife Marks, Fishwife possesses common law trademark rights  
8 to them.

9 10) Fishwife’s FISHWIFE TINNED SEAFOOD CO. word mark is the  
10 subject of a federal registration (No. 6581746) (“Fishwife’s Registration”) covering  
11 “Canned fish; canned seafood products, namely, tuna, sardines, mussels, trout;  
12 tinned fish; tinned seafood products, namely, tuna, sardines, mussels, trout; fish, not  
13 live; seafood, not live, namely, tuna, sardines, mussels, trout; jarred fish; jarred  
14 seafood, namely, tuna, sardines, mussels, trout; preserved fish; meat, canned.”

15 11) Fishwife’s Registration is valid and subsisting and therefore constitutes  
16 evidence of the validity and ownership of the Fishwife Marks and Fishwife’s  
17 Registration, and of Fishwife’s exclusive nationwide right to use the FISHWIFE  
18 TINNED SEAFOOD CO. mark.

19 12) Fishwife’s Registration also provides constructive notice of Fishwife’s  
20 ownership of the FISHWIFE TINNED SEAFOOD CO. mark.

21 13) Fishwife has invested substantial money and time to develop, promote,  
22 and maintain the Fishwife Marks in the United States.

23 14) Today, consumers can purchase Fishwife’s products in hundreds of  
24 stores across the United States.

25 15) Fishwife also owns two online accounts that are relevant to this dispute  
26 (collectively, “the Accounts”). The first, the “Google Administrative Account,”  
27 hosts Fishwife’s email server and Google Drive, which is where company  
28 documents are maintained. The second, the “Domain Account,” hosts the

1 “eatfishwife.com” domain for the company.

2 16) Google LLC is the registrar for the Domain Account. Although not a  
3 party to this action, pursuant to 15 U.S.C. §§ 1114 and 1125(d), this Court may,  
4 upon entering judgment in Fishwife’s favor, order Google LLC to transfer the  
5 Domain Account to Fishwife.

6 17) The Accounts are and always have been Fishwife property, and  
7 Fishwife uses the domain name “eatfishwife.com” and operates a website identified  
8 by that domain name. The website informs the public and Fishwife’s present and  
9 potential customers of the products that the company offers. Fishwife facilitates the  
10 provision of such services directly over its website by, among other things, allowing  
11 the public to find locations where Fishwife products are sold.

12 18) When the company was first founded, Becca Millstein, the company’s  
13 chief executive officer and majority stockholder, and Caroline Goldfarb discussed  
14 how Fishwife’s equity should be allocated. While they talked through the issue and  
15 the importance of imposing a vesting schedule on any equity, they never executed  
16 documentation issuing company stock.

17 ***The Company continues to grow, and then negotiates Caroline Goldfarb’s exit.***

18 19) Soon after Fishwife was founded, it quickly expanded and has  
19 continued to grow. That growth occurred not because of Caroline Goldfarb’s  
20 efforts, but in spite of them.

21 20) Since the founding, Millstein has worked full time as the chief  
22 executive officer of Fishwife. She has devoted an average of more than 90 hours  
23 per week to growing the company, overseeing operations, hiring additional  
24 personnel, and building a respected brand.

25 21) In contrast, Caroline Goldfarb worked for Fishwife for less than a year,  
26 and for no more than a few hours per week. Her time was almost entirely consumed  
27 by her demanding career as a screenwriter. In addition, the quality of Caroline  
28 Goldfarb’s work for Fishwife was unreliable and consistently had to be re-done by

1 Millstein.

2 22) Caroline Goldfarb has not done any work for the company since at least  
3 May 2021.

4 23) Because Caroline Goldfarb had ceased contributing services to the  
5 company, the parties began discussing her exit from the company. The discussions  
6 were protracted, taking about a year.

7 24) In the course of those negotiations, Caroline Goldfarb accepted—in  
8 writing—Fishwife’s offer that she would receive an equity interest in Fishwife  
9 based on one year of vesting.

10 25) Shortly thereafter, Caroline Goldfarb accepted—in writing—Fishwife’s  
11 offer that she have an 8.75% fully vested interest in the company and that the parties  
12 should prepare and sign documentation to that effect.

13 26) Caroline Goldfarb’s acceptance was supported by adequate  
14 consideration in the form of her receipt of an 8.75% vested interest in the company.

15 27) Caroline Goldfarb’s acceptance of these terms created a valid, binding,  
16 and enforceable contract (“Equity Agreement”).

17 ***Caroline Goldfarb attempts to renege on the agreement.***

18 28) Approximately two weeks after the parties entered into the Equity  
19 Agreement, while representatives for Fishwife were finalizing documentation to  
20 memorialize the Equity Agreement, Caroline Goldfarb sought to renege on the  
21 Equity Agreement. She wrote an email to Millstein in which she again  
22 acknowledged that she had entered into a binding agreement with the company, but  
23 that “[u]pon further reflection, I think we should open the matter back up.”

24 29) Caroline Goldfarb retained counsel, and her attorney sent a letter  
25 demanding that Fishwife issue Caroline Goldfarb common stock giving her a 35%  
26 *vested* stake in the company.

27 30) That demand was patently absurd. Caroline Goldfarb had no basis to  
28 demand a 35% vested interest in Fishwife; her demand directly contradicted the

1 Equity Agreement; and the demand was wildly out of sync with the amount of  
2 equity that someone in her position ever would have been granted based on any and  
3 all market indicators.

4 31) Caroline Goldfarb knew that her demand was patently absurd. She had  
5 knowledge of the relevant market indicators, and in her oral and written  
6 communications with Fishwife in connection with the Equity Agreement, Caroline  
7 Goldfarb had never proposed an equity stake anywhere near 35%. In fact, her most  
8 extreme proposal was that she have a 10% interest in the company.

9 32) Fishwife has repeatedly asked Caroline Goldfarb to sign documentation  
10 to further memorialize the Equity Agreement along with other standard  
11 documentation needed to set Fishwife up for growth and future investment.

12 33) Caroline Goldfarb refused and has continued to refuse to sign any such  
13 documents.

14 34) In doing so, Caroline Goldfarb has effectively held Fishwife hostage.  
15 By refusing to sign those documents, Caroline Goldfarb has kept Fishwife in limbo,  
16 preventing the company from raising new equity and substantially hampering its  
17 ability to find new investors and secure outside funds. Her refusal threatens the  
18 company's continued existence.

19 35) Caroline Goldfarb knows that her conduct compromises the company.  
20 This knowledge is reflected in, among other documents, an email she sent to  
21 Millstein after she demanded 35% of the company in which she wrote, "Sadly, until  
22 we have our share dispute settled, there is no strategic growth path for Fishwife" and  
23 that "without formal corporate paperwork and this loose end between us resolved,  
24 there is no going forward."

25 ***Caroline and Benjamin Goldfarb illicitly seek to use their wrongful possession of***  
26 ***the Accounts for their own personal profit.***

27 36) The Defendants currently have possession, custody, and control of the  
28 Accounts—both the Google Administrative Account and the Domain Account.

1 37) The Defendants also hold a higher level of administrative access than  
2 Millstein or anyone else at Fishwife on both Accounts. As a result, they have  
3 ultimate control over the Accounts.

4 38) Fishwife has repeatedly demanded that the Defendants surrender the  
5 Accounts and return them to the Company. It has also informed the Defendants that  
6 continued wrongful possession of the Accounts violates the Lanham Act and the  
7 Anti-Cybersquatting Consumer Protection Act.

8 39) Fishwife has made these demands both orally and in writing on at least  
9 the following dates: June 1, 2022; January 2, 2023; May 24, 2023; June 2, 2023;  
10 June 8, 2023; June 14, 2023; June 28, 2023; July 5, 2023; July 7, 2023; July 10,  
11 2023; and July 18, 2023.

12 40) The Defendants have acknowledged that they must return possession of  
13 the Accounts to Fishwife, but they have refused to do so unless they are paid a  
14 substantial sum of money. In effect, they are holding the Accounts for ransom,  
15 trying to extract a profit from their wrongful conduct.

16 41) The Defendants intend to maintain control over the Accounts not for  
17 any legitimate purpose, but in a bad faith attempt to profit off the Fishwife brand.

18 42) The Defendants' acts were knowingly, deliberately, and intentionally  
19 carried out in bad faith, and/or with a reckless disregard for, and/or with willful  
20 blindness to, Fishwife's rights.

21 43) Based on their continued and prolonged behavior, it is apparent that the  
22 Defendants will continue to commit the acts complained of in this Complaint unless  
23 they are enjoined.

24 44) The intentional nature of the Defendants' unlawful acts renders this an  
25 exceptional case within the meaning of 15 U.S.C. § 1117(a).

26 **FIRST CLAIM FOR RELIEF**

27 **(Breach of Contract—Against Caroline Goldfarb)**

28 45) Fishwife and Caroline Goldfarb are capable of contracting.

1 46) Fishwife and Caroline Goldfarb consented to the terms of the Equity  
2 Agreement.

3 47) Fishwife and Caroline Goldfarb entered into the Equity Agreement.

4 48) The Equity Agreement is for a lawful object.

5 49) The Equity Agreement had adequate consideration.

6 50) Fishwife has performed all of its obligations under the Equity  
7 Agreement.

8 51) Caroline Goldfarb has materially breached and/or anticipatorily  
9 breached the Equity Agreement by, among other things, refusing to sign corporate  
10 documentation effectuating the agreement, falsely asserting that the Equity  
11 Agreement is not binding, and making demands that are inconsistent with the Equity  
12 Agreement.

13 52) Caroline Goldfarb's breach and anticipatory breach of the Equity  
14 Agreement has directly and proximately caused damages to Fishwife.

15 **SECOND CLAIM FOR RELIEF**

16 **(Declaratory Judgment Under 28 U.S.C. § 2201—Against Caroline Goldfarb)**

17 53) Fishwife incorporates the allegations above as if fully set forth in this  
18 paragraph.

19 54) An actual controversy exists among the parties as to (i) whether the  
20 parties entered into a binding and enforceable agreement regarding Caroline  
21 Goldfarb's interest in Fishwife and (ii) the amount of equity that Caroline  
22 Goldfarb has in Fishwife.

23 55) Fishwife and Caroline Goldfarb did in fact enter into an enforceable  
24 agreement regarding Caroline Goldfarb's interest in the company.

25 56) Caroline Goldfarb does in fact currently have an 8.75% vested stake,  
26 and only an 8.75% vested stake, in Fishwife.

27 57) A determination by the Court would terminate the controversy.

28 58) Accordingly, Fishwife is entitled to a declaration that the Equity



1 Agreement with Caroline Goldfarb is binding and that Caroline Goldfarb holds an  
2 8.75% vested interest in the company.

3 59) Alternatively, even if the Equity Agreement were not binding, Fishwife  
4 is entitled to a declaration that Caroline Goldfarb’s equity in Fishwife should be  
5 limited to 8.75% based on her limited involvement in the company, the parties’  
6 intentions and other equitable considerations.

7 **THIRD CLAIM FOR RELIEF**

8 **(Trademark Infringement Under 15 U.S.C. § 1114—Against Both Defendants)**

9 60) Fishwife incorporates the allegations above as if fully set forth in this  
10 paragraph.

11 61) Fishwife owns a valid federal registration for the FISHWIFE TINNED  
12 SEAFOOD CO. mark for canned seafood products.

13 62) The FISHWIFE TINNED SEAFOOD CO. mark is a valid, protectable  
14 trademark.

15 63) Fishwife’s Registration constitutes evidence of the validity of  
16 Fishwife’s trademark rights and its exclusive right to use the FISHWIFE TINNED  
17 SEAFOOD CO. mark in commerce.

18 64) The Defendants are deliberately making unauthorized use of the  
19 FISHWIFE TINNED SEAFOOD CO. mark in violation of § 32 of the Lanham Act,  
20 15 U.S.C. § 1114, including by retaining the Accounts, without the consent of  
21 Fishwife. Such use is likely to cause confusion or mistake, or to deceive ordinary  
22 consumers as to the source, sponsorship, affiliation, connection, and association of  
23 the Defendants with Fishwife’s products; or as to the origin, sponsorship, or  
24 approval of the Defendants by Fishwife; or to cause consumers to believe,  
25 incorrectly, that the Defendants are the senior use of the FISHWIFE TINNED  
26 SEAFOOD CO. mark and that Fishwife is improperly using, copying, or infringing  
27 the Defendants’ mark.

28 65) As a result, Fishwife has suffered and will continue to suffer irreparable

1 harm to the value and goodwill of its FISHWIFE TINNED SEAFOOD CO. mark,  
2 as well as irreparable harm to its business, goodwill, and reputation.

3 66) Unless enjoined, the Defendants’ unlawful conduct will continue,  
4 causing further injury to Fishwife.

5 **FOURTH CLAIM FOR RELIEF**

6 **(Common Law Trademark Infringement, False Designation of Origin, and**  
7 **Unfair Competition in Violation of 15 U.S.C. § 1125(a)—Against Both**  
8 **Defendants)**

9 67) Fishwife incorporates the allegations above as if fully set forth in this  
10 paragraph.

11 68) Fishwife is the owner of the Fishwife Marks and the Accounts.

12 69) The Fishwife Marks and the Accounts are inherently distinct among the  
13 relevant trade and public as identifying Fishwife’s products.

14 70) The Defendants’ deliberated and unauthorized retention of the  
15 Accounts constitutes use of the Fishwife Marks and thus trademark infringement,  
16 unfair competition, and false designation of origin in willful violation of § 43(a) of  
17 the Lanham Act, 15 U.S.C. § 1125(a). Such use is likely to cause confusion or  
18 mistake, or to deceive consumers as to the affiliation, connection, and association of  
19 the Defendants with Fishwife’s products; or as to the origin, sponsorship, or  
20 approval of the Defendants by Fishwife; or to cause consumers to believe,  
21 incorrectly, that the Defendants are the senior use of the Fishwife Marks and that  
22 Fishwife is improperly using, copying, or infringing the Defendants’ mark.

23 71) As a result, Fishwife has suffered and will continue to suffer irreparable  
24 harm to the value and goodwill of its Fishwife Marks and the Accounts, as well as  
25 irreparable harm to its business, goodwill, and reputation.

26 72) Unless enjoined, the Defendants’ unlawful conduct will continue,  
27 causing further injury to Fishwife.

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**FIFTH CLAIM FOR RELIEF**

**(Unfair Competition—Against Both Defendants)**

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3 73) Fishwife incorporates the allegations above as if fully set forth in this  
4 paragraph.

5 74) The Defendants’ acts of trademark infringement and false designation  
6 of origin constitute unfair competition with Fishwife under the common law and  
7 statutory laws of the State of California, particularly California Business &  
8 Professions Code § 17200, *et seq.*

9 75) The Defendants’ conduct is unfair because it allows them to benefit  
10 unjustly by virtue of the goodwill and positive reputation associated with Fishwife  
11 and its Fishwife Marks and goods and services. The Defendants have intentionally  
12 violated, and continue to violate, Fishwife’s rights in the Fishwife Marks and related  
13 commercial benefits.

14 76) The Defendants are willfully and deliberately misleading the public by  
15 this conduct, including by the Defendants’ retention of the Accounts, which is likely  
16 to confuse the public as to whether the Defendants are related to, or approved, or  
17 sponsored by Fishwife or vice versa; or that the Defendants are the senior use of the  
18 Fishwife Marks and that Fishwife is improperly using, copying, or infringing the  
19 Defendants’ mark.

20 77) Fishwife and the public have been, and continue to be, irreparably  
21 damaged by violation of California common law and statutory law, and Fishwife has  
22 no adequate remedy at law.

23 78) Unless enjoined, the Defendants’ unlawful conduct will continue,  
24 causing further injury.

**SIXTH CLAIM FOR RELIEF**

**(Cybersquatting Under Federal Law, 15 U.S.C. § 1125(d)—Against Both  
27 Defendants)**

28 79) Fishwife incorporates the allegations above as if fully set forth in this

1 paragraph.

2 80) The Defendants’ failure to transfer the registered Domain Account to  
3 Fishwife constitutes use of, and trafficking in, the Domain Account in violation of  
4 the Anti-Cybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d).

5 81) The Defendants are well-aware that the Domain Account is the  
6 property of Fishwife.

7 82) The Defendants are also aware that the Domain Account contains the  
8 “Fishwife” mark (“eatfishwife.com”), which is both protected by a federal  
9 trademark registration and at common law.

10 83) The Defendants are not authorized to use the Fishwife Marks or the  
11 Domain Account.

12 84) The Domain Account incorporates the entire Fishwife Marks and, as a  
13 whole, is confusingly similar to the Fishwife Marks.

14 85) As described above, the Defendants have a bad faith intent to profit  
15 from this conduct, including by holding the Domain Account hostage in hopes of  
16 renegotiating the Equity Agreement.

17 86) Any use of the Domain Account by the Defendants, or any offer to  
18 transfer, sell, or otherwise assign the Domain Account to Fishwife or any third party  
19 for financial gain, constitutes evidence of bad-faith intent.

20 87) By their conduct, the Defendants have caused Fishwife irreparable  
21 harm, damages, and injury, and will continue to do so unless restrained and enjoined  
22 by this Court.

23 88) Fishwife has no adequate remedy at law.

24 **SEVENTH CLAIM FOR RELIEF**

25 **(Conversion—Against Both Defendants)**

26 89) Fishwife incorporates the allegations above as if fully set forth in this  
27 paragraph.

28 90) Fishwife is the exclusive owner and has the right of possession over the

1 Accounts.

2 91) The Defendants do not own the Accounts and have no right to possess  
3 them.

4 92) The Defendants have wrongfully exercised dominion over the  
5 Accounts by retaining possession, custody, and control of them.

6 93) Fishwife has suffered substantial damages as a result of the  
7 Defendants’ conversion of the Accounts.

8 **EIGHTH CLAIM FOR RELIEF**  
9 **(Civil Theft and Violations of California Penal Code §§ 484(a), 496(a)—Against**  
10 **Both Defendants)**

11 94) Fishwife incorporates the allegations above as if fully set forth in this  
12 paragraph.

13 95) The Defendants have and continue to knowingly and intentionally  
14 retain possession, custody, and control of the Accounts under false pretenses.

15 96) The Defendants have fraudulently appropriated the Accounts.

16 97) The Defendants have no good faith claim of a right to possession of the  
17 Accounts. In fact, they have acknowledged that they are required to return the  
18 Accounts to Fishwife.

19 98) The Defendants’ actions have been willful, knowing, deliberate,  
20 reckless, and in utter disregard of Fishwife’s rights.

21 99) As a result of the Defendants’ conduct, Fishwife has proximately  
22 suffered substantial damages.

23 **PRAYER FOR RELIEF**

24 Fishwife requests that the Court enter a judgment in its favor and against the  
25 Defendants as follows:

26 1. On Fishwife’s first claim for breach of contract:

27 A. Find that Caroline Goldfarb is liable for breach of contract as  
28 alleged in this Complaint; and

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- B. Award Fishwife damages in an amount to be proven at trial.
- 2. On Fishwife’s second claim for relief for a declaratory judgment:
  - A. Issue a declaration that Fishwife and Caroline Goldfarb entered into a binding and enforceable agreement regarding Caroline Goldfarb’s interest in the company; and
  - B. Issue a declaration that Caroline Goldfarb currently has an 8.75% vested interest in Fishwife.
- 3. On Fishwife’s third, fourth, and fifth claims for relief:
  - A. Find that the Defendants are liable for the claims asserted as alleged in this Complaint;
  - B. Issue an injunction prohibiting the Defendants from (i) using the Fishwife Marks or any other mark confusingly similar thereto, in connection with the promotion, sale, or offer of sale of canned seafood products; and (ii) otherwise competing unfairly or committing any acts likely to confuse the public into believing that the Defendants are associated, affiliated, or sponsored by Fishwife or are authorized by Fishwife, in whole or in part, in any way;
  - C. Award Fishwife profits, damages, and losses suffered as a result of the Defendants’ conduct;
  - D. Award exemplary and/or treble damages under 15 U.S.C. § 1117 and applicable state law; and
  - E. Award Fishwife reasonable attorneys’ fees and costs under 15 U.S.C. § 1117 and applicable state law.
- 4. On Fishwife’s sixth claim for relief for cybersquatting:
  - A. Find that the Defendants are liable for cybersquatting as alleged in this Complaint;

- 1 B. Order the Defendants and registrar Google LLC to transfer the
- 2 Domain Account to Fishwife, or its designee at its election, and all
- 3 other domain names that the Defendants own or possess that are
- 4 identical to, contain, or are confusingly similar to the Fishwife
- 5 Marks, pursuant to 15 U.S.C. § 1125(d)(1)(C);
- 6 C. Award Fishwife damages in an amount to be determined at trial;
- 7 D. At Fishwife’s election at any time prior to judgment in this
- 8 matter, award Fishwife instead of actual damages and profits,
- 9 statutory damages under 15 U.S.C. § 1117(d) in the amount of
- 10 \$100,000 per infringing domain name; and
- 11 E. Award Fishwife exemplary and/or treble damages, reasonable
- 12 attorneys’ fees, and costs under 15 U.S.C. § 1117(a).
- 13 5. On Fishwife’s seventh claim for relief for conversion:
- 14 A. Find that the Defendants are liable for conversion as alleged in
- 15 this Complaint;
- 16 B. Issue an order for specific recovery of the Accounts; and
- 17 C. Award Fishwife damages in an amount to be proven at trial.
- 18 6. On Fishwife’s eighth claim for civil theft:
- 19 A. Find that the Defendants are liable for civil theft as alleged in this
- 20 Complaint;
- 21 B. Award Fishwife damages in an amount to be determined at trial;
- 22 C. Award Fishwife treble damages;
- 23 D. Award Fishwife punitive damages;
- 24 E. Award Fishwife its reasonable attorneys’ fees and costs; and
- 25 F. Issue an injunction requiring the Defendants to immediately return
- 26 possession, custody, and control of the Accounts to Fishwife.
- 27 7. Prejudgment interest; and
- 28 8. All other relief that this Court deems just and proper.

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Dated: July 25, 2023

By:           /s/ Karen P. Kimmey          

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**JURY DEMAND**

Plaintiff Fishwife demands a trial by jury of all issues so triable.

Dated: July 25, 2023

By:           /s/ Karen P. Kimmey          

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