

**IN THE UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**RAVINIA FESTIVAL ASSOCIATION, a not  
for profit corporation,** )

**Plaintiff,** )

v. )

**RAVINIA BREWING COMPANY LLC, and  
RAVINIA BREWING COMPANY CHICAGO,  
LLC,** )

**Defendants.** )

**Case No. 1:23-cv-15322**

**Hon. Manish S. Shah**

**JURY DEMANDED**

**DEFENDANTS’ ANSWER, AFFIRMATIVE DEFENSES  
AND COUNTERCLAIMS TO PLAINTIFF’S COMPLAINT**

Defendants, Ravinia Brewing Company LLC, and Ravinia Brewing Company Chicago, LLC, by their counsel, Brown, Udell, Pomerantz & Delrahim, Ltd., submit their Answer, Affirmative Defenses and Counterclaims to the Complaint of Plaintiff, Ravinia Festival Association, a not-for-profit corporation, as follows:

**ANSWER TO COMPLAINT**

Except as otherwise expressly set forth below, Defendants deny each and every allegation contained in the Complaint. The headings below track those used in the Complaint and are for the convenience of the reader only. They do not constitute any part of Defendants’ Answer or any admission by Defendants as to the truth of the matter asserted. In connection with the foregoing, Defendants answer as follows:

**Introduction**

1. Ravinia owns and uses the registered trademark RAVINIA for musical performance, and restaurant, beverage, and catering services, among other things. In 2018, RBC wished to open a small, beer-focused restaurant and bar near Ravinia’s historic venue in

Highland Park, Illinois. As a good faith show of support for a local business, Ravinia agreed not to object to RBC's planned use of the name "Ravinia Brewing Company" for its beer brewing operation and related neighborhood business *provided that* RBC complied with simple guidelines intended to minimize potential consumer confusion as to the lack of any relationship between world- renowned Ravinia and RBC's local restaurant and bar (the "2018 Agreement"). RBC failed to comply with the agreed-upon guidelines in the 2018 Agreement and has, more recently, acted blatantly in disregard of the guidelines, further trading on – and infringing – Ravinia's well-known registered trademark (the "RAVINIA Mark") and its associated goodwill, causing Ravinia to rescind the 2018 Agreement.

**ANSWER:** Denied.

2. Among other things, and without disclosing their plans to Ravinia, RBC's owners expanded their restaurant and bar business, still using the name "Ravinia," far from Highland Park. The owners of RBC formed a new company (RBC Chicago) and proceeded to open a much larger restaurant and bar approximately twenty (20) miles away in Logan Square in Chicago. RBC Chicago was not a party to the (now rescinded) 2018 Agreement between Ravinia and RBC.

**ANSWER:** Defendants admit that the owners of RBC formed a new company called Ravinia Brewing Chicago, LLC ("RBC Chicago") on March 8, 2017, that RBC Chicago opened a brewery and brewpub in Chicago in 2017, a year before the Ravinia, Highland Park brewpub was opened, and that RBC Chicago moved that brewery and brewpub operation to the Logan Square neighborhood of Chicago in 2019. Defendants deny the remaining allegations in Paragraph 2.

3. Both Defendants are actively sponsoring musical performances under the RAVINIA Mark at their respective Highland Park and Logan Square venues, without any disclaimer in their broadly distributed marketing materials (as RBC had specifically agreed in the 2018 Agreement to provide in connection with activities at its Highland Park location) or other communication making clear to consumers that Defendants are not affiliated with, nor are their musical performances sponsored by, Ravinia. Indeed, Defendants have falsely implied (and continue to falsely imply) an association with Ravinia and its well-known RAVINIA Mark. From all appearances, this false implication is intentional. In addition to sponsoring live music at their venues, Defendants reference Ravinia in their social media marketing to promote sales of their food and other products, including by posting pictures of their beer being consumed at Ravinia Festival Park. Defendants also introduced a music-themed beer, "Key Strokes," with can art featuring a grand piano on its label using colors associated with the Ravinia Festival, further trading on an implied association with Ravinia.

**ANSWER:** Defendants admit that in June, 2023 they introduced a "Key" Lime beer bearing

RBC's trademark "RAVINIA BREWING" that was called "Key Strokes" and that this beer was immediately discontinued when Plaintiff first raised its concerns. Defendants deny the remaining allegations in Paragraph 3.

4. Defendants are not authorized to use the RAVINIA Mark as they currently are doing in connection with food and beverages and the promotion of musical performances. Defendants' conduct represents a willful violation and infringement of Ravinia's valuable and longstanding trademark rights in the RAVINIA Mark and is an attempt to benefit unfairly for commercial purposes from the goodwill and name recognition that the not-for-profit Ravinia has created in its many decades of use of the RAVINIA Mark.

**ANSWER:** Denied.

5. Ravinia relies on its reputation to continue to attract members of the public to its performances and depends on the strength and soundness of this reputation to continue to attract global musical talent to perform at its festival. Ravinia is being and will be irreparably injured by the loss of control of its reputation. Defendants' infringement of the RAVINIA Mark causes Ravinia to be associated with products and performances over which it has no control. That involuntary association will injure Ravinia, especially if Defendants' products, services, or events create disfavor of the RAVINIA Mark or its goodwill for any reason.

**ANSWER:** Denied.

### **Parties**

6. Incorporated in 1936, Ravinia is an Illinois not for profit corporation that operates the world-renowned Ravinia Festival in Highland Park, Illinois, and is both the longest-running and most artistically diverse outdoor music festival in North America. Approximately 400,000 people visit Ravinia each year across more than 100 separate performances that highlight genres as wide-ranging as the audiences. Classical music is a foundational focus at Ravinia, dating back to its first concerts, including a regular series of performances by the Chicago Symphony Orchestra, which has formally been in summer residence at the festival since 1936. To date, Ravinia has presented some of history's most celebrated musicians across many genres, including Louis Armstrong, Luciano Pavarotti, Tina Turner, Leonard Bernstein, and Tony Bennett. The festival continually attracts world-renowned artists. During musical performances and events at the Ravinia Festival, Ravinia offers extensive restaurant, catering, and beverage services. Ravinia is an operating charitable and educational organization that fundraises approximately \$14 million annually to operate programs that benefit the public.

**ANSWER:** Defendants admit that Ravinia Festival Association ("RFA") was incorporated in

1936, that it is an Illinois not for profit corporation and that operates a seasonal outdoor music festival in Highland Park, Illinois. Defendants lack knowledge or information sufficient to form a belief about the truth of the remaining allegations of Paragraph 6 and these allegations are therefore denied.

7. In addition, Ravinia provides education and engagement programs that extend Ravinia's reach throughout Chicagoland and globally. To help supplement the music curriculum in Chicago and Lake County public schools, Ravinia Reach Teach Play programs provide 20,000 students with live performances and integrative activities that spark a love of music and invite exploration of varied genres and styles, as well as programs that teach the foundations of music and encourage children to engage in music-making and express themselves creatively. The Ravinia Steans Music Institute is an international destination for young professional classical pianists and string players, classical singers, and jazz musicians devoted to uniquely honing and advancing their talents as collaborative artists. Each summer, over 60 artists receive fully paid fellowships to engage in coaching and master classes with leading global artists and learn valuable skills necessary for successful careers.

**ANSWER:** Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations of Paragraph 7 and these allegations are therefore denied.

8. Ravinia also has a strong commitment to its Highland Park neighbors, annually contributing 5% (approximately \$1,000,000) of ticket sales to the Highland Park community, providing over 50,000 complimentary tickets each season through local and social service agencies, and regularly supporting local organizations.

**ANSWER:** Defendants deny the representation that the RFA itself contributes or donates 5%, or anything like \$1,000,000 of ticket sales to the Highland Park community, and state that RFA's "contribution" is simply a pass-through "Municipal Admissions Fee" that RFA includes without disclosure in the ticket price under an agreement with the City of Highland Park (Recorded as File # 6728578). Defendants lack knowledge or information sufficient to form a belief about the truth of the remaining allegations of Paragraph 8 and these allegations are therefore denied.

9. On information and belief, RBC is an Illinois limited liability company based in Highland Park, Illinois. On information and belief, RBC Chicago is an Illinois limited liability company based in Chicago, Illinois. In or about 2018, RBC began operating a small restaurant and bar in Highland Park, Illinois, near Ravinia's historic venue. Sometime after opening the

Highland Park restaurant and bar, RBC's owners formed RBC Chicago and opened a large restaurant and bar in the Logan Square neighborhood of Chicago, Illinois, approximately 20 miles from Highland Park. Both Defendants share common control and ownership. On information and belief, both Defendants also share additional business operations in Carbondale, Illinois. On information and belief, Defendants plan further expansion under the RAVINIA Mark. Both Defendants prominently use the RAVINIA Mark in their businesses, including on their beer cans, in the promotion of musical performances at their venues, the sponsorship of and affiliation with other music festivals and performances, the placement of large retail signage with high visibility, and the sale of food and beverages at their venues. Defendants are trading on the goodwill and reputation of Ravinia and infringing and diluting Ravinia's valuable trademark rights.

**ANSWER:** Defendants admit that RBC is an Illinois limited liability company based in Highland Park, Illinois, and that RBC Chicago is an Illinois limited liability company based in Chicago, Illinois. Defendants admit that when they began meeting with RFA board members and employees in 2017, they brought beer, and they explained that the beer had been brewed in their Chicago brewery and was being sold throughout the Chicago Metro area, and that their plan was to open a brewpub in the Ravinia Business District of Highland Park, and another brewery and brewpub on the campus of SIU in Carbondale, Illinois.

Defendants admit that in the late summer of 2018 RBC opened a small brewpub in the Ravinia Business District of Highland Park. Defendants deny that RBC's owners formed RBC Chicago after this brewpub was opened, and state that RBC Chicago was formed over a year earlier, on March 8, 2017. Defendants admit that in February of 2019, they moved their Chicago brewery and brewpub/restaurant to its current location in the Logan Square neighborhood of Chicago. Defendants admit that RBC and RBC Chicago share common control and ownership. Defendants deny the remaining allegations of Paragraph 9.

### **Jurisdiction and Venue**

10. This Court has jurisdiction as to the subject matter of this action under 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331, 1338(a), (b), and 1367(a).

**ANSWER:** Admitted.

11. This Court has personal jurisdiction over Defendants because Defendants are incorporated and have their principal places of business in Illinois, and because Defendants purposefully availed themselves of the privilege of conducting business in Illinois.

**ANSWER:** Admitted.

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events giving rise to the claims occurred in this District, and pursuant to 28 U.S.C. §§ 1391(b)(1), (d), because Defendants reside in this District.

**ANSWER:** Admitted.

**Ravinia and Its Longstanding Use of the Distinctive RAVINIA Trademarks**

13. Since at least as early as 1936, Ravinia has used the RAVINIA Mark in connection with its world-famous music festival, and other related goods and services, including restaurant, beverage, and catering services, music education, and entertainment services.

**ANSWER:** Defendants deny that RFA has used the “Ravinia” trademark, Reg. No. 3,913,884 (the “‘884 Ravinia Mark”) for restaurant, beverage and catering services since at least as early as 1936, and state that RFA submitted the application for this trademark many decades later. Defendants further state that before this litigation, RFA never attempted to enforce the ‘884 Ravinia Mark against any business, and that RFA used the mark, “Ravinia Festival” until recently. Defendants lack knowledge or information sufficient to form a belief about the truth of the remaining allegations of Paragraph 13 and these allegations are therefore denied.

14. Ravinia owns, among others, the following U.S. Trademark registrations for the RAVINIA mark in connection with the above-referenced services:

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Goods &amp; Services (in relevant part) / First Use in U.S. Commerce</b>
<b>RAVINIA</b>	3,916,753	February 8, 2011	Entertainment services; namely, presentation of performing arts shows and conducting performing arts festivals (Class 41) (date of first use: Dec. 31, 1936)
<b>RAVINIA</b>	3,913,884	February 1, 2011	Restaurant services; catering services; offering banquet facilities (Class 43) (Dec. 31, 1964)
<b>RAVINIA</b>	6,446,818	August 10, 2021	Entertainment, namely, a continuing variety show broadcast over video media; entertainment and education services in the nature of non-downloadable videos featuring educational lessons about music and musical performances transmitted via the Internet and wireless communication networks; entertainment services in the nature of non-downloadable videos featuring music-related programming and musical performances transmitted via the Internet and wireless communication networks (Class 41) (date of first use: June 22, 2007)
<b>RAVINIA FESTIVAL</b>	2,620,484	September 17, 2002	Entertainment services; namely, presentation of performing arts shows and conducting performing arts festivals (Class 41) (date of first use: Dec. 31, 1936)
<b>RAVINIA FESTIVAL</b>	2,668,169	December 31, 2002	Restaurant services; catering services; offering banquet facilities (Class 42) (date of first use: Dec. 31, 1964)

Attached as Exhibit A are true and correct copies of the certificates for these registrations.

**ANSWER:** Defendants admit that the chart in Paragraph 14 lists some, but not all, of the information on file with the United States Patent and Trademark Office (“USPTO”) for five trademarks. Defendants specifically deny that the trademarks in Paragraph 14 are valid and deny that any of these trademarks cover Defendants’ alleged activities. Defendants deny the remaining allegations of Paragraph 14.

15. Pursuant to Section 7(b) of the Lanham Act, 15 U.S.C. § 1057(b), Ravinia’s federal registration certificates for marks on the Principal Register are *prima facie* evidence of the validity of these marks, as well as Ravinia’s ownership and exclusive right to use these marks in connection with the identified services.

**ANSWER:** The allegations of Paragraph 15 consist of legal conclusions to which an answer is neither necessary nor appropriate. To the extent that any further response is required, Defendants deny the allegations of Paragraph 15.

16. Additionally, all of these registrations (with the exception of U.S. Reg. No. 6,446,818) are incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065.

**ANSWER:** The allegations of Paragraph 16 consist of legal conclusions to which an answer is neither necessary nor appropriate. To the extent that any further response is required, Defendants deny the allegations of Paragraph 16.

17. Ravinia has continuously, consistently and prominently used and displayed the RAVINIA Mark in connection with the advertising, promotion, and sale of its goods and services.

**ANSWER:** Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations of Paragraph 17 and these allegations are therefore denied.

18. Ravinia has continuously used the RAVINIA Mark to identify its goods and services and to distinguish them from products and services offered by others. Ravinia has



accomplished this through extensive, long-term use of the RAVINIA Mark in its advertising and promotional materials, on its website, on social media, on event programs and ancillary materials, on signage in and around the Ravinia Festival Park, and in and on other marketing and related materials.

**ANSWER:** Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations of Paragraph 18 and these allegations are therefore denied.

19. Owing to Ravinia's operations, including its promotional, advertising, and marketing efforts, over these many years, the RAVINIA Mark has become widely and well-known not only throughout Illinois, but also throughout the United States and globally, as an identifier of Ravinia's products and services.

**ANSWER:** Denied.

20. Ravinia has invested significant time, funds, and effort toward developing, marketing, and commercializing its RAVINIA Mark and toward establishing the RAVINIA Mark as a source identifier. Through decades of use in connection with a world-class music venue offering high-quality musical programming and music educational services, the RAVINIA Mark embodies extensive consumer recognition, and strong consumer goodwill, which are uniquely identified with Ravinia.

**ANSWER:** Denied.

21. As a result of its decades of use and the global recognition of the RAVINIA Mark in association with the world-renowned Ravinia Festival and related goods and services, the RAVINIA Mark is famous.

**ANSWER:** Denied.

22. The RAVINIA Mark became famous well before Defendants' use of the RAVINIA Mark, indeed, well before the existence of Defendants or their goods and services.

**ANSWER:** Denied.

23. The RAVINIA Mark is an asset of incalculable value as a symbol of Ravinia, its high-quality products and services, and its goodwill and reputation.

**ANSWER:** Denied.

**Defendants' Infringement of the RAVINIA Mark**

24. In 2018, RBC wished to open a small beer-focused restaurant and bar in Highland Park near Ravinia's historic music venue. In an effort to support a local business, and based on various assurances provided by RBC, Ravinia, via the 2018 Agreement, agreed not to object to RBC's use of the name "Ravinia Brewing Company" for its beer and related neighborhood food and beverage operation so long as RBC took certain specified steps to minimize potential consumer confusion.

**ANSWER:** Defendants admit that on May 22, 2018, RFA entered into an agreement with Defendants (the "2018 Agreement") but deny that the allegations of Paragraph 24 accurately describe the terms of that agreement and refer to the agreement itself for its terms and conditions. Defendants admit that they included the disclaimer agreed upon for every advertisement that Defendants prepared and disseminated in connection with musical events. Defendants further admit that they changed the size of the lettering of their own trademark, "RAVINIA BREWING" and the complete logo, "Ravinia Brewing Company" in accordance with the 2018 Agreement. Further answering, Defendants admit that when they moved from a 12 ounce can to a 16 ounce can, the size of the words "Brewing Company" as a percentage of the word "Ravinia" was accidentally and inadvertently increased by a few degrees which were imperceptible to consumers. Defendants further state that the lettering was corrected as soon as RFA notified them of the issue – and prior to this suit being filed. Defendants deny the remaining allegations of Paragraph 24.

25. The 2018 Agreement required RBC, among other things, to assure that the words "Brewing Company" on its beer cans, signage and advertising were at least a specific size relative to the size of the word "Ravinia." RBC also had to prominently display an agreed-upon disclaimer when marketing a musical performance at RBC's neighborhood venue or sponsoring a musical event, disclosing that RBC is a separately owned entity and is not related in any way to nearby Ravinia. Ravinia's agreement not to object to RBC's name was subject to RBC's performance of its obligations under the 2018 Agreement and on Ravinia's understanding that RBC planned to operate a single, small venue in Highland Park.

**ANSWER:** Defendants admit that under the 2018 Agreement RFA agreed it would not challenge or object to Defendants' use of the trademark RAVINIA BREWING under certain conditions stated therein. Defendants deny that the terms of the 2018 Agreement are accurately described by the allegations of Paragraph 25 and therefore refer to that agreement for those terms and conditions. Further answering, Defendants state that in 2017, over a year before the 2018 Agreement was signed, Defendants informed RFA, in a presentation and in writing, that Defendants were operating a large brewery and brewpub in Chicago. Defendants have a general disclaimer on all of their key social media sites and web site which specifically states, "Ravinia Brewing Company, LLC is a separately owned entity and is not related in any way to the Ravinia Festival Association." Defendants deny the remaining allegations of Paragraph 25.

26. RBC has materially failed to comply with the basic and straightforward terms of the 2018 Agreement, including, without limitation:

- (a) RBC has ignored the relative size requirements for "Ravinia" and "Brewing Company;" RBC's product labeling and signage has not met the terms that required the words "Brewing Company" to be prominently displayed relative to "Ravinia;" and
- (b) RBC has broadly presented and sponsored live musical performances using the "Ravinia Brewing" name without the required, agreed-upon (or any) disclaimer to make clear that the RBC and its performance events are not associated with, sponsored or endorsed by, or otherwise related to Ravinia.

**ANSWER:** Defendants admit that RFC sent them a letter dated August 23, 2023 alleging that the words "Brewing Company" on certain of Defendants' beer cans did not comply with the provision in the 2018 Agreement whereby Defendants would increase "the size of the disclaimed word (Brewing) in Brewing Co.'s registered trademark to be no less than twenty eight (28%) of

the term RAVINIA after the transition period [the end of 2018].” Further answering, Defendants admit that after changing their logo to comply with this provision, a subsequent, accidental and barely perceptible variation in size occurred due to a move from a 12 ounce can to a 16 ounce can. Defendants deny that they ignored RFA’s concerns and state that they corrected this minor error as soon as it was brought to their attention, and that Defendants received no complaints from RFA thereafter. Defendants deny the remaining allegations of Paragraph 26.

27. In addition to ignoring its obligations under the 2018 Agreement, RBC has infringed the RAVINIA Mark, including, without limitation:

- (c) RBC’s social media and other consumer directed marketing shows consumers drinking RBC’s product at Ravinia events, brazenly promoting itself inside of the Ravinia Festival Park and suggesting a relationship or sponsorship with Ravinia and its services that does not exist;
- (d) RBC created and distributed a music-themed beer, sub-branded “Key Strokes” beer, with can art featuring a grand piano on its label using colors associated with the Ravinia Festival, further improperly linking RBC to Ravinia; and
- (e) RBC’s social media and other consumer directed marketing references Ravinia and its events in advertising for its food and other products.

**ANSWER:** Defendants admit that in June, 2023 they introduced a “Key” Lime beer bearing RBC’s trademark “RAVINIA BREWING” that was called “Key Strokes” and that this beer was immediately discontinued when Plaintiff first raised its concerns. Further answering, RBC states that, as to subsections (c) and (d) of this paragraph, the one image RFA relies on for these allegations was taken from the personal facebook page of the wife of one of the Defendants’ owners, not from RBC’s “social media and other-directed marketing.”

28. As a result of the nature and breadth of RBC’s disregard for the terms of the 2018 Agreement and other misconduct and other infringing activity which has increased both in scope and frequency during Ravinia’s 2023 season, Ravinia notified RBC on August 23, 2023, that

the 2018 Agreement was rescinded due to RBC's material failure to abide by the agreement's terms. At that time and subsequently, Ravinia offered to discuss potential terms of a new agreement, but the parties have been unable to reach an agreement to date.

**ANSWER:** Defendants admit that they received correspondence from RFA dated August 23, 2023, purporting to rescind the 2018 Agreement, and that the 2018 Agreement has no provision allowing such unilateral rescission, but deny that RFA made any offers to meet to discuss potential terms of a new agreement at that time or subsequently and state that RFA has rejected Defendants' repeated offers to convene such a meeting. Defendants deny the remaining allegations of Paragraph 28.

29. Apart from the activities at RBC's neighborhood restaurant and bar in Highland Park, and without notice to Ravinia, RBC's owners, on information and belief, through a separate entity, RBC Chicago, have opened a large, 7,200 square foot restaurant and bar in Logan Square in Chicago. Like RBC's Highland Park location, RBC Chicago is operating under the "Ravinia Brewing" name and using a similar appearance, trading on and benefiting from Ravinia's valuable goodwill and reputation.

**ANSWER:** Defendants admit that in February 2019 they moved their 7,500 square foot Chicago facility with a 3,000 square foot brewery and 4,000 square foot brewpub, to the Logan Square neighborhood of Chicago, where they opened a 6,400 square foot facility of which 3,400 square feet is a production brewery and 3,000 square feet is a restaurant and bar. Defendants deny the remaining allegations of Paragraph 29.

30. RBC Chicago is not a party to the (now rescinded) 2018 Agreement. Even if that 2018 Agreement had applied to RBC Chicago's operations (it does not), RBC Chicago's operations at its Logan Square restaurant and bar do not comply with RBC's obligations under the 2018 Agreement. RBC Chicago has and continues to use the RAVINIA Mark without authorization. Among other musical events, RBC Chicago recently sponsored performances by the Chicago Youth Symphony Orchestra's jazz student ensemble. Ravinia regularly presents jazz performances, and Ravinia's Steans Institute sponsors a jazz program for aspiring professional jazz musicians that offers many performances.

**ANSWER:** Defendants admit that a year before the 2018 Agreement was signed, RBC Chicago

had been operating a large brewery and brewpub in Chicago, of which RFA was well aware, and that RFA agreed to having the 2018 Agreement signed on behalf of RBC. Defendants deny that they “sponsor” musical events, and further deny that they sell tickets or have a cover charge for musical events, but admit that they have a “Give Back” program whereby not-for-profit organizations, including the Chicago Youth Symphony Organization (“CYSO”), can use Defendants’ brewpub space for events without a rental fee and Defendants will make a charitable donation to the organization in the form of 20% of the evening’s proceeds. Defendants deny that they have any control over the promotional materials prepared and disseminated by the not for profit groups which participate. Further answering, Defendants admit that on or about September 28, 2022, the CYSO participated in the “Give Back” program and that they presented a jazz performance at RBC Chicago’s brewpub in Logan Square, Chicago.

Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations in the last sentence of Paragraph 30 and these allegations are therefore denied.

Defendants deny the remaining allegations of Paragraph 30.

### **Injury to Ravinia and the Public**

31. On information and belief, Defendants’ activities intentionally create customer confusion, leading the public to believe erroneously that Defendants’ businesses are affiliated with, sponsored or endorsed by, or related to Ravinia and/or that supporting Defendants’ businesses benefits the charitable and educational work and purposes of Ravinia.

**ANSWER:** Denied.

32. Defendants’ activities infringe and dilute Ravinia’s registered trademarks, in violation of federal and Illinois law. Defendants use a mark that is effectively identical to Ravinia’s to promote and sell goods and services that are highly similar or identical to those offered by Ravinia under its RAVINIA Mark.

**ANSWER:** Denied.

33. On information and belief, Defendants' branding and presentation of its products and promotion of musical performances under the RAVINIA Mark have caused actual confusion in the marketplace. Unless enjoined, Defendants' misleading actions will continue to create consumer confusion and adversely affect Ravinia's strong reputation, dilute the famous RAVINIA Mark, and destroy the goodwill that Ravinia has spent years cultivating in the RAVINIA Mark.

**ANSWER:** Denied. Answering further, brand confusion does not exist. In a survey conducted in Highland Park in March, 2018, 1,730 respondents answered the following question: "Do you consider the name "RAVINIA" to exclusively refer to the Ravinia Festival and not other meanings such as the geographic area, neighborhood, school or other generic use?" 98% of the respondents answered: "No".

34. In developing and marketing its beverages and restaurants, Defendants have intentionally adopted a product name and imagery that is likely to deceive consumers into believing they are supporting Ravinia when buying from Defendants and/or that Defendants' products, services and events are affiliated with and/or sponsored or approved by Ravinia.

**ANSWER:** Denied.

35. If Defendants' infringement is not enjoined, Ravinia will continue to suffer irreparable damage to its hard-earned good name and brand recognition. As the latecomers, Defendants' products and services will unfairly gain recognition and commercial sales at Ravinia's expense by borrowing from the reputation, goodwill, and recognition associated with the RAVINIA Mark.

**ANSWER:** Denied.

36. In addition, Ravinia is being and will be irreparably injured by losing control of its reputation. Defendants' unauthorized use of the RAVINIA Mark causes Ravinia to be associated with a product and performances over which it has no control. That involuntary association will injure Ravinia, especially if consumers are dissatisfied with Defendants' products, services or events for any reason and consequently have a less favorable opinion of Ravinia.

**ANSWER:** Defendants deny the allegations of Paragraph 36 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

**COUNT I**  
**Infringement of Federally Registered Trademarks**  
**(Lanham Act § 32, 15 U.S.C. § 1114)**  
**(Against RBC)**

37. Ravinia repeats and realleges each allegation of the foregoing paragraphs as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs as if fully set forth herein.

38. RBC uses in interstate commerce a counterfeit or colorable imitation of the RAVINIA Mark in connection with RBC's promotion and sale of its products, services and musical performances at its venue, without authorization.

**ANSWER:** Defendants deny the allegations of Paragraph 38 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

39. RBC's unauthorized imitation of the RAVINIA Mark is likely to cause confusion and mistake among consumers and others as to the source, origin, affiliation or sponsorship of RBC's products, services and performances.

**ANSWER:** Defendants deny the allegations of Paragraph 39 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

40. RBC's unauthorized imitation of the RAVINIA Mark in interstate commerce constitutes trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114, and use of a counterfeit mark under Section 35 of the Lanham Act, 15 U.S.C. § 1117(b), (c).

**ANSWER:** Defendants deny the allegations of Paragraph 40 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

41. RBC's unauthorized imitation of the RAVINIA Mark is a knowing, willful, and intentional infringement of Ravinia's trademark rights.



**ANSWER:** Defendants deny the allegations of Paragraph 41 and further state that RFA has agreed that it will not object to Defendants’ use of their own registered trademark, “RAVINIA BREWING” and that the 2018 Agreement remains in force and to full effect.

42. RBC’s infringement diminishes the value of the RAVINIA Mark and the goodwill and business reputation associated with Ravinia and the RAVINIA Mark. Further, RBC’s acts of infringement, unless restrained, will cause great and irreparable injury to Ravinia and to the recognition and goodwill represented by the RAVINIA Mark, in an amount that cannot be ascertained at this time, leaving Ravinia with no adequate remedy at law.

**ANSWER:** Denied.

43. By reason of the foregoing, Ravinia is entitled to injunctive relief restraining RBC from any further infringement of the RAVINIA Mark and is also entitled to recovery of actual and punitive damages, costs, reasonable attorneys’ fees, and interest under 15 U.S.C. §§ 1114, 1116, and 1117.

**ANSWER:** Denied.

**COUNT II**  
**Infringement of Federally Registered Trademarks**  
**(Lanham Act § 32, 15 U.S.C. § 1114)**  
**(Against RBC Chicago)**

44. Ravinia repeats and realleges each allegation of the foregoing paragraphs 1-36 as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs 1-36 as if fully set forth herein.

45. RBC Chicago uses in interstate commerce a counterfeit or colorable imitation of the RAVINIA Mark in connection with RBC Chicago’s promotion and sale of its products, services and performances at its venue, without authorization.

**ANSWER:** Denied.

46. RBC Chicago’s unauthorized use of the RAVINIA Mark is likely to cause

confusion and mistake among consumers and others as to the source, origin, affiliation or sponsorship of RBC's products, services and performances.

**ANSWER:** Defendants deny the allegations of Paragraph 46 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

47. RBC Chicago's unauthorized use of the RAVINIA Mark in interstate commerce constitutes trademark infringement under Section 32 of the Lanham Act, 15 U.S.C. § 1114, and use of a counterfeit mark under Section 35 of the Lanham Act, 15 U.S.C. § 1117(b), (c).

**ANSWER:** Defendants deny the allegations of Paragraph 47 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

48. RBC Chicago's unauthorized use of the RAVINIA Mark is a knowing, willful, and intentional infringement of Ravinia's trademark rights.

**ANSWER:** Defendants deny the allegations of Paragraph 48 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

49. RBC Chicago's infringement diminishes the value of Ravinia's trademark, goodwill, and business reputation. Further, RBC Chicago's acts of infringement, unless restrained, will cause great and irreparable injury to Ravinia and to the recognition and goodwill represented by the RAVINIA Mark, in an amount that cannot be ascertained at this time, leaving Ravinia with no adequate remedy at law.

**ANSWER:** Denied.

50. By reason of the foregoing, Ravinia is entitled to injunctive relief restraining RBC Chicago from any further infringement of the RAVINIA Mark and is also entitled to recovery of actual and punitive damages, costs, reasonable attorneys' fees, and interest under 15 U.S.C. §§ 1114, 1116, and 1117.

**ANSWER:** Denied.

**COUNT III**  
**False Designation of Origin**  
**(Lanham Act § 43(a), 15 U.S.C. §**  
**1125(a)) (Against RBC)**

51. Ravinia repeats and realleges each and every allegation in foregoing paragraphs 1- 43 as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs 1- 43 as if fully set forth herein.

52. Ravinia uses and owns the RAVINIA Mark in connection with its music festival and events, music education services, its food and beverage services, and other related goods and services. The RAVINIA Mark is inherently distinctive and has also acquired secondary meaning as a designation of origin for Ravinia.

**ANSWER:** Denied.

53. In connection with its promotion and sale of its brewery and music-related goods and services, RBC uses in interstate commerce the RAVINIA Mark without authorization. RBC's promotion and sale of goods and services under the RAVINIA Mark is likely to cause confusion and mistake and to deceive consumers and others as to the origin, sponsorship, or affiliation of the parties' products and services. Consumers seeing RBC's goods and services in the marketplace are likely to believe they are sponsored by, associated with, or otherwise affiliated with the RAVINIA Mark and/or Ravinia, or vice versa.

**ANSWER:** Defendants deny the allegations of Paragraph 53 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

54. RBC's unauthorized use of the RAVINIA Mark constitutes false designation of origin in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

**ANSWER:** Defendants deny the allegations of Paragraph 54 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

55. RBC's unauthorized use of the RAVINIA Mark is a knowing, willful, and

intentional violation of Ravinia's valuable trademark rights.

**ANSWER:** Defendants deny the allegations of Paragraph 55 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

56. RBC's acts of false designation of origin, unless restrained, will cause great and irreparable harm to Ravinia and to the business goodwill represented by the RAVINIA Mark, in an amount that cannot be ascertained at this time, leaving Ravinia with no adequate remedy at law.

**ANSWER:** Denied.

57. By reason of the foregoing, Ravinia is entitled to injunctive relief against RBC, restraining it from any further acts of false designation of origin, and is also entitled to recovery of actual and punitive damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1116, 1117, and 1125.

**ANSWER:** Denied.

**COUNT IV**  
**False Designation of Origin**  
**(Lanham Act § 43(a), 15 U.S.C. § 1125(a))**  
**(Against RBC Chicago)**

58. Ravinia repeats and realleges each and every allegation in the foregoing paragraphs 1-36 and 44-50 as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs 1-36 and 44-50 as if fully set forth herein.

59. In connection with its promotion and sale of its brewery and music-related products and services, RBC Chicago uses in interstate commerce the RAVINIA Mark, which is confusingly similar to Ravinia's own use of its RAVINIA Mark. RBC's promotion and sale of its products and services under the RAVINIA Mark is likely to cause confusion and mistake and to deceive consumers and others as to the origin, sponsorship, or affiliation of the parties' products. Consumers seeing RBC Chicago's products and services in the marketplace are likely to believe they are sponsored by, associated with, or otherwise affiliated with Ravinia, or vice versa.

**ANSWER:** Defendants deny the allegations of Paragraph 59 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

60. RBC Chicago's unauthorized use of the RAVINIA Mark constitutes false designation of origin in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

**ANSWER:** Defendants deny the allegations of Paragraph 60 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

61. RBC Chicago's unauthorized use of the RAVINIA Mark is a knowing, willful, and intentional violation of Ravinia's rights.

**ANSWER:** Defendants deny the allegations of Paragraph 61 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

62. RBC Chicago's acts of false designation of origin, unless restrained, will cause great and irreparable harm to Ravinia and to the goodwill represented by the RAVINIA Mark, in an amount that cannot be ascertained at this time, leaving Ravinia with no adequate remedy at law.

**ANSWER:** Defendants deny the allegations of Paragraph 62 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

63. By reason of the foregoing, Ravinia is entitled to injunctive relief against RBC Chicago, restraining it from any further acts of false designation of origin, and is also entitled to recovery of actual and punitive damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1116, 1117, and 1125.

**ANSWER:** Denied.

**COUNT V**  
**Federal Trademark Dilution**  
**(Lanham Act § 43(c), 15 U.S.C.**  
**§1125(c))(Against RBC)**

64. Ravinia repeats and realleges each allegation of the foregoing paragraphs 1-43 and 51-57 as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs 1-43 and 51-57 as if fully set forth herein.

65. Ravinia owns valid and existing rights in and to the RAVINIA Mark.

**ANSWER:** Denied.

66. Through long-standing and continued use, product and service promotion, and widespread consumer recognition, the RAVINIA Mark has become famous.

**ANSWER:** Denied.

67. Long after the RAVINIA Mark became famous, RBC began using the RAVINIA Mark in connection with its highly similar goods and services, without authorization. In so doing, RBC is improperly creating a false association between its products and services and Ravinia and/or the RAVINIA Mark.

**ANSWER:** Defendants deny the allegations of Paragraph 67 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

68. This association is likely to cause a dilution of the distinctiveness and strong goodwill that Ravinia has built in the RAVINIA Mark, in violation of 15 U.S.C. § 1125(c).

**ANSWER:** Denied.

69. As a result of RBC's wrongful and intentional conduct, Ravinia has been damaged and will continue to be damaged in an amount to be determined at trial.

**ANSWER:** Defendants deny the allegations of Paragraph 69 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA

BREWING” and that the 2018 Agreement remains in force and to full effect.

70. RBC’s unauthorized use of the RAVINIA Mark is knowing and willful and with the intent to trade on the substantial goodwill Ravinia has established in the RAVINIA Mark.

**ANSWER:** Defendants deny the allegations of Paragraph 70 and further state that RFA has agreed that it will not object to Defendants’ use of their own registered trademark, “RAVINIA BREWING” and that the 2018 Agreement remains in force and to full effect.

71. Unless enjoined, RBC’s conduct will continue and will continue to cause Ravinia to suffer irreparable harm for which there is no adequate remedy at law. Ravinia, therefore, is entitled to injunctive relief.

**ANSWER:** Denied.

72. Ravinia has been harmed by RBC’s unauthorized use of the RAVINIA Mark and is entitled to damages.

**ANSWER:** Defendants deny the allegations of Paragraph 72 and further state that RFA has agreed that it will not object to Defendants’ use of their own registered trademark, “RAVINIA BREWING,” and that the 2018 Agreement remains in force and to full effect.

**COUNT VI**  
**Federal Trademark Dilution (Lanham Act § 43(c), 15 U.S.C. § 1125(c))**  
**(Against RBC Chicago)**

73. Ravinia repeats and realleges each allegation of the foregoing paragraphs 1-36, 44- 50, and 58-63 as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs 1-36, 44- 50, and 58-63 as if fully set forth herein.

74. Ravinia owns valid and existing rights in and to the RAVINIA Mark.

**ANSWER:** Denied.

75. Through long-standing and continued use, product and service promotion, and widespread consumer recognition, the RAVINIA Mark has become famous.

**ANSWER:** Denied.

76. Long after the RAVINIA Mark became famous, RBC Chicago began using the RAVINIA Mark in connection with its highly similar goods and services, without authorization. In so doing, RBC Chicago is improperly creating a false association between its products and services and Ravinia and/or the RAVINIA Mark.

**ANSWER:** Defendants deny the allegations of Paragraph 76 and further state that RFA has agreed that it will not object to Defendants' use of their own registered trademark, "RAVINIA BREWING" and that the 2018 Agreement remains in force and to full effect.

77. This association is likely to cause a dilution of the distinctiveness and strong goodwill that Ravinia has built in the RAVINIA Mark, in violation of 15 U.S.C. § 1125(c).

**ANSWER:** Denied.

78. As a result of RBC Chicago's wrongful and intentional conduct, Ravinia has been damaged and will continue to be damaged in an amount to be determined at trial.

**ANSWER:** Denied.

79. RBC Chicago's unauthorized use of the RAVINIA Mark is knowing and willful and with the intent to trade on the substantial goodwill Ravinia has established in the RAVINIA Mark.

**ANSWER:** Denied.

80. Unless enjoined, RBC Chicago's conduct will continue and will continue to cause Ravinia to suffer irreparable harm for which there is no adequate remedy at law. Ravinia, therefore, is entitled to injunctive relief.

**ANSWER:** Denied.

81. Ravinia has been harmed by RBC Chicago's unauthorized use of the RAVINIA Mark and is entitled to damages.

**ANSWER:** Denied.



**COUNT VII**  
**Violation of Illinois Consumer Fraud and Deceptive Business Practices**  
**Act (815 ILCS 505/1, *et seq.*)**  
**(Against both Defendants)**

82. Ravinia repeats and re-alleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs as if fully set forth herein.

83. The acts, practices and conduct of Defendants, as alleged above in this Complaint, constitute unfair or deceptive business practices in violation of 815 ILCS 505/1, *et seq.*, in that said acts, practices, and conduct are likely to lead the public to conclude, incorrectly, that products and services sold by Defendants originate with, are sponsored by, or are authorized by Ravinia, to the detriment and harm of Ravinia and the public.

**ANSWER:** Denied.

84. Defendants' use of confusingly and deceptively similar imitations of the RAVINIA Mark is, on information and belief, willful and intentional, with the intention of deceiving the public as to the source of Defendants' goods and services.

**ANSWER:** Denied.

85. As a direct and proximate result of Defendants' acts, practices and conduct, as alleged, Ravinia has been and will likely continue to be injured and damaged, and Ravinia has no adequate remedy at law for this injury.

**ANSWER:** Denied.

86. As a result of Defendants' acts, Defendants have been unjustly enriched and Ravinia has been damaged in an amount not yet determined or ascertainable. At a minimum, however, Ravinia is entitled to injunctive relief, an accounting of Defendants' gains, damages, and costs.

**ANSWER:** Denied.

**COUNT VIII**  
**Violation of Illinois Uniform Deceptive Trade Practices**  
**Act (815 ILCS 510/1, *et seq.*)**  
**(Against both Defendants)**

87. Ravinia repeats and re-alleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs as if fully set forth herein.

88. The acts, practices and conduct of Defendants as set forth above are likely to cause confusion or misunderstanding as to the source, sponsorship, approval or certification of goods and services provided by Defendants, and thus constitute unfair and deceptive acts or practices in the conduct of a business, trade or commerce in violation of Illinois statute 815 ILCS 510/1, *et seq.*

**ANSWER:** Denied.

89. The public is likely to be damaged as a result of Defendants' deceptive trade practices or acts.

**ANSWER:** Denied.

90. Defendants' acts, practices, and conduct as alleged above have been willful and caused, and are likely to continue to cause, injury and damage to Ravinia.

**ANSWER:** Denied.

**COUNT IX**  
**Common Law Unfair Competition**  
**(Against both Defendants)**

91. Ravinia repeats and re-alleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs as if fully set forth herein.

92. Defendants' marketing, promotion, offering for sale, and sale of goods under the RAVINIA Mark constitutes unfair competition under the common law of the State of Illinois.

**ANSWER:** Denied.

93. As a result of Defendants' conduct, the public is likely to believe that Defendants' goods and services have originated from and/or have been approved by Ravinia, when they have not.

**ANSWER:** Denied.

94. Defendants' acts and conduct as alleged above have damaged and will continue to damage Ravinia and have resulted in an illicit gain to Defendants in an amount that is unknown at the present time.

**ANSWER:** Denied.

**COUNT X**  
**Common Law Trademark Infringement**  
**(Against both Defendants)**

95. Ravinia repeats and realleges each and every allegation in the foregoing paragraphs as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs as if fully set forth herein.

96. Defendants' conduct constitutes trademark infringement in violation of the common law.

**ANSWER:** Denied.

97. Defendants' use or confusing imitation of the RAVINIA Mark in connection with the promotion and sale of their products and services is, on information and belief, a knowing, willful, and intentional violation of Ravinia's common law trademark rights, demonstrating bad-faith intent to trade on the goodwill associated with the RAVINIA Mark.

**ANSWER:** Denied.

98. Defendants' actions, if not restrained, will cause irreparable injury to Ravinia. In addition, Defendants' actions will cause Ravinia to lose income and goodwill while Defendants acquire income and goodwill. This infringement diminishes the value of the RAVINIA Mark, and the goodwill, and business reputation associated with Ravinia and the RAVINIA Mark.

**ANSWER:** Denied.

99. By reason of the foregoing, Ravinia is entitled to injunctive relief; actual and punitive damages; and attorneys' fees, costs, and interest.

**ANSWER:** Denied.

**COUNT XI**  
**Trademark Dilution Under Illinois Trademark Registration**  
**and Protection Act (765 ILCS 1036/65)**  
**(Against both Defendants)**

100. Ravinia repeats and realleges each allegation of the foregoing paragraphs as if fully set forth herein.

**ANSWER:** Defendants repeat and reallege their responses to the foregoing paragraphs as if fully set forth herein.

101. The RAVINIA Mark is strong and distinctive, has been in use for many years, and has achieved enormous and widespread public recognition in Illinois.

**ANSWER:** Denied.

102. Through long-standing and continued use, product and service promotion, and widespread consumer recognition, the RAVINIA Mark has become famous in Illinois.

**ANSWER:** Denied.

103. Long after the RAVINIA Mark became famous, Defendants began using the RAVINIA Mark in connection with their highly similar goods and services, without authorization. In so doing, Defendants are improperly creating a false association between their products and services and Ravinia and/or the RAVINIA Mark.

**ANSWER:** Denied.

104. This association is likely to cause a dilution of the distinctive quality of the RAVINIA Mark and strong goodwill that Ravinia has built in the RAVINIA Mark, in violation of 765 ILCS 1036/65.

**ANSWER:** Denied.

105. As a result of Defendants' wrongful and intentional conduct, Ravinia has been damaged and will continue to be damaged in an amount to be determined at trial.

**ANSWER:** Denied.

106. Defendants' unauthorized use of the RAVINIA Mark is knowing and willful and with the intent to trade on the substantial goodwill Ravinia has established in the RAVINIA Mark.

**ANSWER:** Denied.

107. Unless enjoined, Defendants' conduct will continue and will continue to cause Ravinia to suffer irreparable harm for which there is no adequate remedy at law. Ravinia is therefore entitled to injunctive relief.

**ANSWER:** Denied.

108. Ravinia has been harmed by Defendants' unauthorized use of the RAVINIA Mark and is entitled to damages.

**ANSWER:** Denied.

#### **PRAYER FOR RELIEF**

Defendants state that an answer to RFA's "Prayer for Relief" is unnecessary, but to the extent an answer is required, Defendants deny that RFA is entitled to any relief whatsoever. Defendants have not infringed, directly or indirectly, any valid and enforceable trademark owned by RFA. Accordingly, RFA is not entitled to any remedy or recovery. The only relief that should be granted is to Defendants who have lost over \$200k in hard costs as a result of the aggressive behavior exhibited by the deep-pocketed RFA.

**DEFENDANTS' AFFIRMATIVE DEFENSES**

109. Defendants assert the following affirmative defenses to Plaintiff's Complaint. Defendants expressly reserve the right to allege additional defenses as they become known.

**FIRST AFFIRMATIVE DEFENSE**  
**(Laches)**

110. Plaintiff's claims for relief against Defendants are barred in whole or in part by the equitable doctrine of laches.

111. In 2016, RBC began selling beer under the RAVINIA BREWING mark. RBC made these sales at outdoor festivals featuring live music, including the Artisans Market festival in the Ravinia Business District of Highland Park, Illinois.

112. In 2017, RBC Chicago opened a large brewery and brewpub located at 2925 Montrose Avenue, Chicago, Illinois. RBC Chicago used the RAVINIA BREWING mark on the beer brewed at this location and sold throughout the Chicago Metro area, on signage and on print, digital and social media marketing materials.

113. RBC met with RFA in early 2017 to discuss collaborating on various projects. In a written presentation to RFA, RBC described its plan to hold musical events at RBC Chicago's Montrose Avenue location, to open a brewpub in Highland Park, and to open another location at the Southern Illinois University campus in Carbondale, Illinois.

114. During the summer of 2017, RFA had RBC sell its RAVINIA BREWING marked beer at a microbrew festival at which live music was presented. RFA's own marketing of this event including RBC's RAVINIA BREWING mark, along with the marks of other participating craft breweries.

115. In early 2018, RFA and RBC began discussing a more involved collaboration that would include RBC beer to be sold on the RFA Festival grounds and even a special beer that would feature specific RFA art to aid in RFAs mission of attracting new and diverse audiences to classical music events. RBC described the benefit to RFA that a collaboration could provide, allowing it to leverage craft beer to reach a highly desirable younger audience that was core to its mission. RFA leadership agreed, and papers were drafted to finalize the agreement. After the parties had agreed on the terms of RBC's and RFAs collaboration, RFA abruptly broke off negotiations and sent RBC a demand letter requesting fees and threatening legal action. The timing of this letter culminated in RBC being forced to stop construction on its planned brewpub in Highland Park that had just received approved permits and had cost RBC well over six figures in architecture, design and permit fees.

116. On May 22, 2018, RFA entered into an agreement whereby RBC would continue its use of its registered trademark, RAVINIA BREWING, as long as the word BREWING was at least 28% of the size of the word RAVINIA (the "2018 Agreement"). RFA also agreed that RBC could sponsor musical performances as long as RBC included a disclaimer of any RFA involvement on RBC's promotional materials, including its website. Finally, the parties agreed to negotiate in good faith and take steps reasonably necessary to eliminate or mitigate any future consumer confusion they may arise. The 2018 Agreement placed no obligation on RBC to change the appearance of its logo or other use of its RAVINIA BREWING mark.

117. Apart from the 2018 Agreement, Defendants used the RAVINIA BREWING trademark, registered in 2015, from 2016 for selling craft beer, and received a license from the city of Chicago for food and liquor to operate a Brewpub selling food, spirits and beer on June 29, 2017. (*See Exhibit 1, attached hereto.*)

118. The City of Chicago License for Food and Liquor was made to RBC CHICAGO with a DBA as Ravinia Brewing Company. RBC officially launched canned beer in October 2017 throughout Chicago Metro area, and even served some to RFA leadership. The first time RFA asserted a claim that Defendants were infringing on RFA's RAVINIA patents was when they filed the instant suit on October 25, 2023.

119. In its Complaint, Plaintiff has asserted eleven counts under federal and state law for injunctive relief and damages based on allegations that Defendants' use of their registered trademark RAVINIA BREWING has, since it began in 2017, infringed RFA's RAVINIA trademarks.

120. Plaintiff knew how Defendants were using the RAVINIA BREWING mark since January of 2017, if not earlier, and Plaintiff's failure to bring its claims of trademark infringement and dilution is inexcusable.

121. Since 2016, Defendants have built their business around the RAVINIA BREWING registered trademark, with the associated good will and consumer recognition.

122. A presumption of laches arises if the trademark claims are not brought within the statute of limitations for analogous claims in the forum state.

123. A three-year statute of limitations governs the state law claims in the Complaint, all of which are based on the same set of allegations made to support RFA's federal trademark claims.

124. Plaintiff's trademark claims are barred by the doctrine of laches because Plaintiff filed them seven years after it knew of the alleged infringement, which was four years after the



Illinois statute of limitations had expired; because Plaintiff faced no impediment in asserting its claims and its delay was inexcusable; and because Defendants suffered injury as a result by building up a valuable business around its RAVINIA BREWING trademark over the seven years.

**SECOND AFFIRMATIVE DEFENSE**  
**(Acquiescence, Estoppel and Waiver)**

125. Defendants repeat and reallege the allegations in Paragraphs 111 – 124 as if fully incorporated herein.

126. Plaintiff's claims for relief against Defendants are barred in whole or in part by the equitable doctrines of acquiescence, estoppel and waiver.

127. The 2018 Agreement signed by RFA stated that, "Provided Brewing Co. is in compliance with the terms of this letter, Ravinia will not object to Brewing Co.'s use or registration of the Brewing Mark for beer, a brewery or a brew pub."

128. Defendants have committed no material breaches of the 2018 Agreement and have substantially complied with this agreement in all material respects, since its execution.

129. In August, 2023, RFA sent Defendants a letter purporting to unilaterally rescind the 2018 Agreement for breach.

130. Before the August 2023 letter, RFA had never told Defendants that they had committed a material breach and were therefore subject to suit for trademark infringement based on their use of the RAVINIA BREWING mark for beer, a brewery or a brew pub.

131. If RFA had not signed the 2018 Agreement, and had asserted its trademarks in a timely manner after learning of Defendants' use of the RAVINIA BREWING registered trademark in early 2017, Defendants would not have invested in this mark and built their business around it.

132. Plaintiff's claims are therefore barred by the doctrines of acquiescence, estoppel and waiver and should be dismissed, with prejudice.

**THIRD AFFIRMATIVE DEFENSE**  
**(Unclean Hands)**

133. Defendants restate and reallege the allegations in Paragraphs 111-131 as if fully set forth herein.

134. Plaintiff's claims are barred, in whole or in part, by the equitable doctrine of unclean hands on the grounds that:

- (a) Plaintiff procured the '884 Trademark through fraud by submitting knowingly false sworn statements to the USPTO that Plaintiff's use of the term RAVINIA was "substantially exclusive" and that no other person or entity had a legal right to use RAVINIA for their business;
- (b) Plaintiff has asserted its RAVINIA trademarks, which are under Class 41 and 43 for entertainment and restaurant uses, beyond their scope to Defendants' brewery and beer sales, and has limited Defendants' ability to use their own registered trademark RAVINIA BREWING on beer cans and brewery signage; and
- (c) Plaintiff has obtained concessions from Defendants by accusing RBC of causing consumer confusion while Plaintiff continues to hold annual microbrew festivals, with live music, that RBC had originally participated in, without a conspicuous disclaimer that RBC was not supporting, sponsoring or in any way involved in the events.

135. Plaintiff's claims are therefore barred, in whole or in part, by the equitable doctrine of unclean hands, and should be dismissed with prejudice.

**FOURTH AFFIRMATIVE DEFENSE**  
**(License and Release)**

136. Defendants incorporate the allegations in paragraphs 111-134 as if fully set forth herein.

137. The 2018 Agreement signed by RFA stated that, "Provided Brewing Co. is in compliance with the terms of this letter, Ravinia will not object to Brewing Co.'s use or registration of the Brewing Mark for beer, a brewery or a brew pub."

138. RBC has complied with the terms of the 2018 Agreement, and RFA's attempt to rescind the agreement in August of 2023 was of no force or effect.

139. Plaintiff's claims are therefore barred by the license granted to Defendants to use the term RAVINIA for its beer, brewery and restaurants and by the release contained in the 2018 Agreement.

**FIFTH AFFIRMATIVE DEFENSE**  
**(Invalidity of the '884 Trademark)**

140. Defendants incorporate the allegations in Paragraphs 111-134 as if fully set forth herein.

141. Plaintiff's RAVINIA trademarks, Reg. No. 2,668,169 and Reg. No. 3,913,884 are invalid under 15 § 1052(e)(2) because they are primarily geographically descriptive of

Plaintiff's seasonal festivals and on-site restaurants, all of which are located on Plaintiff's park grounds in the Ravinia neighborhood of Highland Park, Illinois.

142. The '169 and '884 trademarks have no secondary meaning to consumers for music festivals or restaurants. Plaintiff's outdoor music performances are known by consumers as the "Ravinia Festival" and consumers know the Levy Group restaurants on Plaintiff's grounds by their specific names. A two-story, "Dining Pavilion" in Ravinia Park houses four sit-down restaurants, the "Park View," "Tree Top," "Lawn Bar," and "Scoop Café." Takeout is available from "Smokehouse," "847 Burger," "Pizza Classico", and "Sabrosa."

143. The RAVINIA trademark, Reg. No. 3,913,884 is also invalid because it was procured by fraudulent means, 15 U.S.C. § 1115(b)(1). Specifically, on June 16, 2010, RFA filed its application, Ser. No. 85064661, which was granted on February 1, 2011 as the trademark RAVINIA, Reg. No. 3,913,884. The certificate for this trademark stated, "For: Restaurant Services; Catering Services; Offering Banquet Facilities in Class 43." (Complaint, Ex. A.)

144. In the "Trademark/Service Mark Application, Principal Register," to the Commissioner for Trademarks, "The mark has become distinctive of the goods/services through the applicant's substantially exclusive and continuous use in commerce for at least the five years immediately before the date of this statement." In support, RFA submitted a Declaration with its patent application. This Declaration was signed on June 16, 2010 by Bernadette Petrauskas, RFA's Director of Finance and Administration. Her Declaration stated:

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is

properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; *to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive*; and that all such statements made of his/her knowledge are true; and that all statements made on information and belief are believed to be true.

(Emphasis added)

145. On information and belief, on June 16, 2010, when RFA's Declaration was submitted, two restaurants selling food and drink were using the term "Ravinia," the Ravinia Green Country Club and the Ravinia BBQ and Grill.

146. In 2010, RFA submitted an affidavit to The affidavit RFA submitted falsely stated that there were no restaurants using Ravinia in their name when Ravinia Grill & BBQ was still in business.

147. At the time RFA submitted this sworn affidavit to the USPTO, there in fact at least two popular locations in the area using the term Ravinia for the use of food and beverage at the time, Ravinia Grill & BBQ, and Ravinia Green Country Club.

**SIXTH AFFIRMATIVE DEFENSE**  
**(Lack of Standing as to Count VII)**

148. RFA is an Illinois not for profit corporation (Complaint ¶ 6), not a consumer.

149. RFA therefore lacks standing to assert a claim for violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1, et seq.).

150. Count VII should therefore be dismissed, with prejudice, for lack of standing.

**SEVENTH AFFIRMATIVE DEFENSE**  
**(Statute of Limitations for Counts VII, VIII, IX,)**

151. Defendants incorporate the allegations in Paragraphs 111-138 as if fully set forth herein.

152. Under Illinois law, a three-year statute of limitations applies to claims under the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1, et seq.) (Count VII) and the Illinois Uniform Deceptive Trade Practices Act, 815 ILCS 510/1 et. seq. (Count VIII), and for common law unfair competition (Count IX).

153. By 2017, RFA knew of the alleged activities alleged in the Complaint that form the grounds for the claims it has asserted in Counts VII, VIII and IX. RFA had the registrations for its four allegedly infringed trademarks in 2017, and had allegedly been hosting seasonal music festivals and serving food and drinks for many decades.

154. Accordingly, RFA knew of the claims raised in Counts VII, VIII and IX of the Complaint in 2017, at the latest, and filed its Complaint on October 25, 2023, long after the three-year statute of limitations on these claims had expired RFA.

155. Counts VII, VIII and IX of the Complaint are untimely under the applicable statute of limitations and should therefore be dismissed, with prejudice.

**EIGHTH AFFIRMATIVE DEFENSE**  
**(No Injunctive Relief)**

156. RFA is not entitled to injunctive relief because the alleged injury to RFA is not immediate or irreparable, and RFA has an adequate remedy at law for any alleged injury.

## **DEFENDANTS' COUNTERCLAIMS**

### **PARTIES**

157. Ravinia Brewing Company is an award-winning brewery and licensed brewpub that began operating a large brewery and brewpub in 2017 in the Albany Park neighborhood at 2925 W. Montrose Avenue, Chicago, Illinois.

158. Ravinia Brewing Company, LLC was formed as an Illinois limited liability company on July 23, 2014. The owners chose this name because they are from the Ravinia neighborhood, their children go to the Ravinia schools, they travel to and from the “Ravinia Metra Station,” they are deeply involved the Ravinia community and, like many breweries, they chose to associate their business with the name of their community and business’ location – much in the same way that Ravinia Festival, and many other Ravinia located businesses have done the same

159. Ravinia Festival Association (“RFA”) puts on musical shows at an outdoor theatre on its 36-acre park in Ravinia (the “Ravinia Park”). There are a limited number of seats in front of the theatre and the vast expanse of lawn for audience members to sit on, mainly out of sight of the theatre. According to Ravinia’s website, “Ravinia features three performance venues with reserved seating: the magnificent open-air Pavilion, which seats 3,350, and two intimate indoor venues, the Martin Theatre and Bennett Gordon Hall, which seat 850 and 450, respectively.”

160. On information and belief, the overwhelming majority of ticket holders who visit RFA’s grounds to attend outdoor concerts bring their own food and drink, and enjoy them picnic-style. There is no prohibition on bringing alcoholic beverages to RFA’s concerts, including beer.

161. A two-story, “Dining Pavilion” in Ravinia Park houses four sit-down restaurants, the “Park View,” “Tree Top,” “Lawn Bar,” and “Scoop Café.” Takeout is available from “Smokehouse,” “847 Burger,” “Pizza Classico”, and “Sabrosa.” These are all Levy Group restaurants.

162. On information and belief, RFA’s principal office has been in the Ravinia Neighborhood since its formation in 1936.

163. RFA claims to donate 5%, or approximately \$1,000,000 of ticket sales to the Highland Park community, but this “donation” is simply a pass-through “Municipal Admissions Fee” that RFA includes without disclosure in the ticket price and that this fee is charged to concertgoers under an agreement with the City of Highland Park (Recorded as File # 6728578) whereby the city in exchange agrees in Paragraph 7 of the document that the City of Highland Park “will not impose upon the RFA or any of its visitors, patrons, or attendees any (i) amusement tax or fee” which for reference in other municipalities like the City of Chicago is over 10% combined.

164. RFA is not only avoiding what would amount to more than \$2,000,000 a year in taxes to the City of Highland Park if the amusement tax was administered in line with other municipalities, but it is also misappropriating this cozy relationship by egregiously calling these taxes a donation for marketing benefit and to support its claim as a “not-for-profit” organization.

### **JURISDICTION AND VENUE**

165. This Court has ancillary jurisdiction over Defendants’ counterclaims under 28 USC § 1332, because Defendants’ counterclaims are compulsory counterclaims under Rule 13(a) of the Federal Rules of Civil Procedure. As required by Rule 13(a), Defendants’



counterclaims arise out of the same transaction or occurrence that is the subject matter of the RFA's claim, Defendants' use of the RAVINIA BREWING trademark, and does not require adding another party over whom the Court cannot acquire jurisdiction.

166. Venue is proper in this district pursuant to 28 USC § 1391(1) as the Defendants' principal place of business is in Cook County, Illinois.

### **BACKGROUND FACTS**

167. The City of Highland Park contains eight business districts, one of which is the Ravinia Business District. In addition to RBC, the following businesses use the geographic designation "Ravinia," Ravinia Barber Shop, Ravinia Closets, Ravinia Speakeasy, Ravinia Neighbors Association, Ravinia Books, Antiques, Etc., and Ravinia Salon. The area is also home to Ravinia Elementary School, the Ravinia Metra Station, musical events such as "Ravinia Sings", and many other community representations and tributes.

168. When RBC was formed, there were many long-standing businesses in the Ravinia Business District of Highland Park that also used their Ravinia location in the name of their brand. These included a country club with a restaurant serving beer and food called "Ravinia Green Country Club," a restaurant serving beer and food called "Ravinia BBQ and Grill," a café called "Ravinia Coffee Station," as well as Ravinia Plumbing, Ravinia Accents, Ravinia Reading Center and the Ravinia Barbershop.

169. The Ravinia Business District is also known for its long-standing annual Harvest & Harmony Fest, it's weekly Ravinia Farmer's Market featuring live music and food beverage sales, and it's Food Truck Thursdays event featuring over 20 food trucks, artisans, craft beer

and beverage vendors with live music as promoted on the website of the Village of Highland Park.

170. On information and belief, Ravinia BBQ and Grill opened in 1985. For the next thirty-eight years, Ravinia BBQ and Grill was continuously in business at the same location in the Ravinia Business District at 592 Roger Williams Avenue, Highland Park, Illinois.

*The Trademarks at Issue*

171. RBC moved to protect its brand by applying on May 30, 2015 for federal trademark registration of the mark RAVINIA BREWING. On October 20, 2015, the RAVINIA BREWING mark was published in the Trademark Official Gazette (“TMOG”). The TMOG Publication Confirmation provided that, “Any party who believes it will be damaged by the registration of the mark may file a notice of opposition (or extension of time therefor) with the Trademark Trial and Appeal Board. If no party files an opposition or extension request within thirty (30) days after the publication date, then eleven (11) weeks after the publication date a notice of allowance (NOA) should issue.”

172. At the time the RAVINIA BREWING mark was published in the TMOG, RFA was represented by trademark specialist, Lynn Graybeal of RFA’s current firm, Perkins Coie. RFA did not, however, file an opposition to the RAVINIA BREWING mark based on any fear of harm by registration of the mark, or even contact RBC’s trademark attorney to discuss the scope of its use.

173. Despite RFA’s existing registered trademark for RAVINIA, Reg. No. 3,913,884, the United States Patent and Trademark Office (the “USPTO”) registered a trademark for RAVINIA BREWING, Reg. No. 5,423, 771, Int. Cl. 32: Beer on March 13, 2018. The filings

have been timely made with the USPTO under Sections 8 and 15 of the Lanham Act, 15 U.S.C. § 1058; 15 U.S.C. § 1065, for making the mark incontestable. A true and correct copy of RBC's trademark certification is attached hereto as Exhibit 2.

*RBC's Chicago Brewery and Brewpub*

174. Before opening its own brewery, RBC made beer in other companies' breweries. RBC began selling its beer in 2016 at the Artisans Market in Highland Park.

175. From 2014 to the launch of their first beer in 2016, RBC spent over \$150,000.00 on development of its products, product design, and marketing. In 2017, RBC spent approximately \$150,000.00 more on architectural plans and permit applications.

176. On March 8, 2017, the owners of RBC formed a new Illinois limited liability company called Ravinia Brewing Company Chicago, LLC ("RBC Chicago").

177. On June 29, 2017, RBC obtained its City of Chicago Food and Liquor License for its 7,200 square foot brewery and taproom in the Albany Park neighborhood, at 2925 W. Montrose Avenue, Chicago, Illinois.

178. RBC Chicago obtained its Brewer's Notice on March 19, 2017,<sup>7</sup> and began brewing beer at its Chicago brewery under the RBC Chicago TTB license in July 2017. TTB licenses are public.

179. In February 2019, RBC Chicago moved its 7,200 square foot Chicago facility with a 3,000 square foot brewery and 4,000 square foot brewpub, to the Logan Square neighborhood of Chicago, where they opened a 6,400 square foot facility of which 3,400 square feet is a production brewery and 3,000 square feet is a restaurant and bar.

*RFA and RBC Meet to Discuss Collaborative Projects*

180. In early 2017, Defendants began meeting with RFA board members and employees in 2017 about collaborating and brought their beer, bearing their RAVINIA BREWING trademark, for the RFA representatives to try. Defendants explained to RFA that the beer had been brewed in their Chicago brewery and was being sold in the Chicago brewpub, and that their plan was to open a brewpub in the Ravinia Business District of Highland Park, and another brewery and brewpub on the campus of SIU in Carbondale, Illinois. RBC/RBC Chicago never had a business plan which did not include opening in Chicago, Highland Park and Carbondale, Illinois.

181. On June 5, 2017, RBC's President, Kris Walker, sent a PowerPoint presentation on RBC's business to RFA's Mindy Moore, with an email providing, "Additional Details/Information on Ravinia Brewing Collaboration for Ravinia "Festival Ale." A true and correct copy of this email, with the attachment, is attached hereto as Exhibit 3.

182. In this email, Walker thanked Moore in advance for presenting the RBC PowerPoint to others at RFA the next day, offered to come to speak to her team about RBC and invited her to visit "one/both" of their facilities. Walker also discussed "exciting opportunities" for collaboration beyond the 2017 beer tasting event, stating, "(e.g. we're putting in a special event space with a stage in our Chicago facility. . . imagine 'Ravinia Festival Artist Wednesdays' or something along those lines) to create outreach program to some of your target consumers in the city."

183. The PowerPoint presentation Walker sent Moore included color photographs of RBC's beers bearing the RAVINIA BREWING registered trademark and of nine proposed

designs for a “Festival Summer Ale” to be sold on RFA’s festival grounds, with a “portion of all proceeds to be donated/provided to Ravinia Festival.” Color photographs were also included of RBC’s two locations, the brewpub in the Ravinia District and the brewery/restaurant at 2925 W. Montrose Avenue, Chicago. The presentation explained that the Montrose location would have a seating capacity of 130 and would be “[e]xpanding to 300+ w/stage and event space Dec 2017.” Reference was made on the presentation’s first page to plans for the Montrose location for “Expansion to enable special events and live music planned for Winter 2017.”

184. No one from RFA, including Moore, responded to Walker’s June 5, 2017 with any concern that RBC’s current or anticipated activities infringed RFA’s trademarks, diluted its trademarks, created consumer confusion, counterfeited its trademarks, or amounted to unfair competition, violation of Illinois consumer protection statutes, or Illinois trademark laws. In fact, there were multiple follow-up conversations with both parties expressing excitement around the potential mutual benefits of working together.

185. RBC sold beer brewed at RBC Chicago’s brewery at RFA’s beer tasting event in the summer of 2017. RFA promoted RBC’s RAVINIA BREWING marked beer in advertisements for the event.

*The Parties’ 2018 Discussions*

186. In early 2018, RFA and RBC began discussions over RBC’s participation in RFA’s craft beer event planned for that summer. RBC made a presentation for RFA to consider, and the parties ultimately agreed on the terms and conditions for this collaborative project.

187. On January 23, 2018, RBC’s Managing Member, Kris Walker, sent an email to RFA’s Director of Communications, Nick Pullia, regarding an upcoming “Ravinia

Collaboration Meeting” over sponsorship by one of RBC’s distributors, Glunz, of RFA’s 2018 beer tasting event.

188. Pullia responded the next day with several emails, including one promising to provide the sales numbers for RBC’s beer from RFA’s 2017 beer tasting event, and another saying, “Levy’s marketing director should have reached out to you by now about getting the Ravinia Brewery chef into Ravinia’s Guest Chef series.”

189. On January 29, 2018, Pullia sent an email to Walker, regarding the beer tasting event. He asked whether Walker would be willing to “donate 600 cans for this PR mission,” and offered to “have one of your team stationed with us to answer any questions.”

*RFA Breaks Off Negotiations*

190. In or around the first week of February, 2018, one of the RFA’s representatives involved in the agreement for Ravinia Brewing to sell its beer at the RFA’s festival grounds informed Ravinia Brewing that a member of the RFA’s board of directors wanted to consult a trademark attorney before moving forward. Just 24 hours later, RBC received a letter saying RFA owned the trademark for the word RAVINIA, and demanded that RBC pay royalties for use of this mark.

191. After receiving RFA’s letter, RBC halted construction of their taproom in Ravinia, Highland Park. The efforts on the taproom had already cost well over six figures and RBC had just secured its building permit. When the Ravinia Neighborhood Association complained that construction was not proceeding, RBC gave them RFA’s letter.

192. RBC also engaged trademark counsel to review the letter and investigate the surrounding facts. RBC and RFA attorneys exchanged multiple communications, concluding in a face-to-face meeting at the offices of RFAs attorneys in Chicago where RFA proceeded to tell

RBC in response to RBC's legal position that "we are fortunate to have the most expensive attorneys available" as their primary rebuttal. RBC owner Brian Taylor proceeded to suggest that RFA should be ashamed of themselves for abusing their privilege in the Highland Park community and using donor funds to finance a baseless campaign to drive RBC into compliance despite its legal rights. Less than a week following this meeting, and without any communication with RBC, RFA took out a paid ad in a local newspaper expressing that they "have no issues with the brewery" and stated they only required some minor changes in RBC's logo to avoid brand confusion. At this point, RBC accepted these publicly stated terms and RFA withdrew its demand for royalties and began negotiating a co-existence agreement with RBC.

*The Parties' 2018 Agreement*

193. On May 22, 2018, the parties entered into a one-page agreement concerning RBC's use of its RAVINIA BREWING trademark (the "2018 Agreement"). A true and correct copy of the 2018 Agreement is attached hereto as Exhibit 4.

194. After the 2018 Agreement was executed, RBC ultimately launched its brewpub in the Ravinia Business District of Highland Park, and opened for business in late summer of 2018.

195. RBC complied with the 2018 Agreement by changing its usage of its RAVINIA BREWING trademark by increasing the size of the word BREWING to be no less than 28% of the word RAVINIA by the end of 2018. RBC also included a legible disclaimer on its website and social media marketing pages stating that, "Ravinia Brewing Company, LLC is a separately owned entity and is not related in any way to the Ravinia Festival Association."

196. For the next five years, RFA lodged no objections to any of the Defendants' activities, leading Defendants to believe that RFA was content Defendants' compliance with the

2018 Agreement. At no time during this period did RFA charge Defendants, either singly or in combination, with breaching the 2018 Agreement or with engaging in any conduct that infringed RFA's trademarks.

197. After this lengthy passage of time, RFA sent RBC a letter dated August 23, 2023, purporting to unilaterally rescind the 2018 Agreement over RBC's alleged breach. Prior to sending this letter, RFA did not contact RBC to discuss RFA's concerns, or even to warn RBC of its intention to send the letter. A true and correct copy of RFA's August 23, 2023 letter is attached hereto as Exhibit 5.

198. The 2018 Agreement contains no provision permitting a party to unilaterally rescind the agreement. This agreement states instead that if, as RFA claimed, "additional consumer confusion arises between the Brewing Mark and the RAVINIA marks, the parties agree to negotiate in good faith and take steps reasonably necessary to eliminate or mitigate such confusion." RFA made no attempt to comply with this provision, but simply announced that RFA had rescinded the 2018 Agreement.

199. After receiving RFA's August 23, 2023 letter, and a subsequent meeting with CEO Jeff Haydon and Board Chairman Christopher Klein, RBC examined its beer cans and found that when RBC began selling beer in 16 oz. rather than 12 oz. versions, the printing failed to retain the size of the lettering so that the term BREWING was slightly less than 28% of the size of RAVINIA. Although the difference was imperceptible, RBC changed the printing on its beer cans to conform to the 2018 Agreement. None of RFA's trademarks cover brewing or selling beer.

200. Defendants are unaware of any evidence of consumer confusion over the source or sponsorship of musical performances held in Defendants' brewpubs, or of Defendants'



operation of a food/beer truck at outdoor events which include live music. Unlike RFA, Defendants have never sold tickets or required payment of a cover charge to attend musical events or performances. Moreover, Defendants have not received a single piece of correspondence inquiring about any affiliation with the RFA and musical performances.

201. In the summer of 2022 and 2023, RFA held an event promoted as “Beer, Brats & Beats, A Craft Beer event,” and as “A Classic Brew: Micro and Music at Ravinia.” RFA did not make any disclaimer to alert consumers that RBC is not associated in any way with this RFA craft beer event.

202. The RFA has alleged that consumers are confused by RBC using its marks to sell beer with ancillary music performed from time to time at its brew pubs and events, while admitting that the RFA uses its marks in the sale of tickets to musical performances with ancillary sales of beer at all events – even hosting an RFA microbrew event.

**COUNTERCLAIM I**  
**(Fraud in Obtaining a Trademark, 15 U.S.C. § 1120)**

203. Defendants incorporate the allegations of paragraphs 157-202 as if fully set forth herein.

204. RFA’s ‘884 RAVINIA Trademark is invalid because it was procured by fraudulent means, 15 U.S.C. § 1115(b)(1), and Defendants are entitled to damages for the harm they have suffered as a result, under 15 U.S.C. § 1120.

205. On June 16, 2010, RFA filed its application, Ser. No. 85064661, which was later granted on February 1, 2011 as the trademark RAVINIA, Reg. No. 3,913,884. The certificate

for this trademark stated, “For: Restaurant Services; Catering Services; Offering Banquet Facilities in Class 43.” (Complaint, Ex. A.)

206. In the “Trademark/Service Mark Application, Principal Register,” to the Commissioner for Trademarks, “The mark has become distinctive of the goods/services through the applicant’s substantially exclusive and continuous use in commerce for at least the five years immediately before the date of this statement.” In support, RFA submitted a Declaration with its patent application. This Declaration was signed on June 16, 2010 by Bernadette Petrauskas, RFA’s Director of Finance and Administration. Her Declaration stated:

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; *to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive;* and that all such statements made of his/her knowledge are true; and that all statements made on information and belief are believed to be true.

(Emphasis added)

207. On information and belief, on June 16, 2010, when RFA’s Declaration was submitted, two restaurants selling food and drink were using the term “Ravinia,” the Ravinia Green Country Club and the Ravinia BBQ and Grill.

**COUNTERCLAIM II**  
**(Breach of Contract)**

208. Defendants repeats and realleges paragraphs 156-196 as if fully incorporated herein.

209. The 2018 Agreement signed by RFA stated that, “Provided Brewing Co. is in compliance with the terms of this letter, Ravinia will not object to Brewing Co.’s use or registration of the Brewing Mark for beer, a brewery or a brew pub.” *See* Exhibit 4.

210. The 2018 Agreement stated that, “In the event that additional consumer confusion arises between the Brewing Mark and the RAVINIA marks, the parties agree to negotiate in good faith and take steps reasonably necessary to eliminate or mitigate such confusion.”

211. On August 23, 2023, RFA sent a letter purporting to rescind the Agreement. Prior to receiving this letter, RFA had not contacted RBC or RBC Chicago to raise any concerns relating to their performance of the Agreement.

212. The stated ground for rescinding the Agreement in the August 23, 2023 letter was an alleged breach of the Agreement provisions on the size of the lettering of the RBC Trademark and on including a disclaimer on promotions of music festivals held by RBC or RBC Chicago.

213. Even if Defendants had committed material breaches of the Agreement, RFC had no right to rescind because they had not given Defendants an opportunity to correct any breach in the process of good faith negotiations.

214. Defendants did not, however, commit any material breach of the 2018 Agreement, and RFA had no grounds to rescind this agreement.

215. RFA's purported rescission was therefore null and void, and of no effect, and RFA breached the Agreement by filing this lawsuit.

216. As a result of the Lawsuit, Defendants have incurred damages in the form of attorney's fees and costs, loss of critical time and effort to steer their business towards profitability in a difficult environment, and unknown damage to its reputation as a result of these careless and uninformed claims.

WHEREFORE, Defendants pray that the Court award damages in the amount, to be determined at trial, for the costs and attorney's fees they incur in defending this suit, together with any further relief the Court deems just and proper.

Dated: January 8, 2024

Respectfully Submitted,

RAVINIA BREWING COMPANY LLC,  
and RAVINIA BREWING COMPANY  
CHICAGO, LLC,

By: /s/ Shelley Smith  
One of their attorneys

Shelley Smith (ARDC No. 6208287)  
Andrew A. Jacobson (ARDC No. 6211224)  
Brown, Udell, Pomerantz & Delrahim, Ltd.  
180 N. LaSalle St., Suite 2850  
Chicago, IL 60601  
Tel: (312) 475-9900  
Fax: (312) 475-1188  
[ssmith@bupdlaw.com](mailto:ssmith@bupdlaw.com)  
[ajacobson@bupdlaw.com](mailto:ajacobson@bupdlaw.com)

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS**

RAVINIA FESTIVAL ASSOCIATION, a not-for-profit corporation, )  
)

Plaintiff, )

v. )

RAVINIA BREWING COMPANY, LLC and )  
RAVINIA BREWING COMPANY CHICAGO, )  
LLC, )

Defendants. )

Case No. 1:23-cv-15322

Honorable Manish S. Shah

**CERTIFICATE OF SERVICE**

The undersigned, a non-attorney, pursuant to Section 1-109 of the Illinois Code of Civil Procedure, deposes and states that she served the foregoing, **DEFENDANTS’ ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIMS TO PLAINTIFF’S COMPLAINT**, to all counsel of record via the court’s ECF system, on the January 8, 2024, before the hour of 5:00 p.m.

By:  /s/ Virginia Contreras