

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION

BIG CANOE PROPERTY OWNERS	)	
ASSOCIATION, INC.	)	
	)	
Plaintiff,	)	
v.	)	Case No.:
	)	
MARGOT WEATHERFORD AND	)	
EXP REALTY, LLC	)	
	)	
Defendants.	)	

COMPLAINT

Big Canoe Property Owners Association, Inc. files this Complaint against Margot Weatherford (“Weatherford”) and eXp Realty, LLC (“eXp”) (collectively, “Realtors” or “Defendants”) as follows:

Parties

1. Big Canoe Property Owners Association Inc. is a Georgia corporation, formed in 1972 with a principal place of business in Jasper, Georgia.

2. On information and belief, Defendant Margot Weatherford is an individual that can be served at 88 N Gate Station Rd., Suite 101, Marble Hill, Georgia 30148.

3. On information and belief, Defendant eXp is a Washington limited liability company with a principal place of business at 2219 Rimland Dr., Ste 301, Bellingham, Washington 98226.

4. Defendant eXp can be served through its registered agent, United Agent Group Inc, at 707 W. Main Avenue #B1, Spokane, Washington 99201.

Jurisdiction

5. This action arises under the Lanham Trademark Act (15 U.S.C. §§ 1051-1127). This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1338, and under its supplemental jurisdiction of 28 U.S.C. § 1367, the counts of which concern acts of trademark infringement, false designation of origin, and unfair competition under the Lanham Act, and trademark infringement and unfair competition under the laws of the State of Georgia.

6. The Court has supplemental jurisdiction over Big Canoe's state law claims based on 28 U.S.C. § 1367, because the state law claims are so related to the federal subject-matter claims that they form part of the same case or controversy and derive from a common nucleus of operative fact.

7. The Court has personal jurisdiction over Realtors because Weatherford lives in Georgia and Realtors both transact business in the State of Georgia. Further, this Court has personal jurisdiction over Realtors because Realtors have deliberately and intentionally marketed and sold or caused to be marketed and sold the infringing services in the State of Georgia and to Big Canoe's customers therein.

8. Realtors are cognizant that their wrongful conduct harmed and continues to harm Big Canoe in Georgia.

Venue

9. Venue is proper because Weatherford resides in this judicial district and because a substantial part of Realtors' infringing activities that give rise to this dispute occurred in this judicial district. (28 U.S.C. §§ 1391(a)(2) and 1391(b)(2)).

Statement of Facts

Big Canoe and its Federally Registered and Common Law Trademarks

10. Big Canoe started operating in 1972, offering property management and realty services in the Jasper area.

11. Big Canoe, and/or its predecessor(s) in interest ("Big Canoe"), began using its federally registered trademark, BIG CANOE, at least as early as June 1972 in connection with, *inter alia*, real estate services.

12. On August 4, 2006, Big Canoe filed an application to register the mark BIG CANOE (the "BC Mark") with the United States Patent and Trademark Office. The mark was registered with the Trademark Office on May 8, 2007 (Registration No. 3239861). A true and correct copy of the Certificate of Registration is attached hereto as Exhibit A.

13. Big Canoe began using its federally registered trademark, BIG CANOE REALTY, in August 1993 in connection with, *inter alia*, real estate services.

14. On August 4, 2006, Big Canoe filed an application to register the mark BIG CANOE REALTY (the "BCR Mark") with the United States Patent and

Trademark Office. The mark was registered with the Trademark Office on March 27, 2007 (Registration No. 3223127). A true and correct copy of the Certificate of Registration is attached hereto as Exhibit B.

15. Big Canoe began using its federally registered trademark, BIG CANOE BROKERAGE in September 2017 in connection with, inter alia, real estate brokerage services.

16. On May 21, 2025, Big Canoe filed an application to register the mark BIG CANOE BROKERAGE (the “BCB Mark”) with the United States Patent and Trademark Office. The mark registered with the Trademark Office on December 30, 2025 (Registration No. 8085858). A true and correct copy of the Certificate of Registration is attached hereto as Exhibit C.

17. Big Canoe has several other federally registered BIG CANOE marks in connection with a variety of other goods and services it provides.

18. To promote its business, Big Canoe has used the BC Mark, the BCR Mark, and the BCB Mark (collectively, “Big Canoe’s Marks”) in many ways, including but not limited to, on its website at <bigcanoepoa.com>, on social media sites including, Instagram (instagram.com/bigcanoeeventsandhappenings) and Facebook (facebook.com/bigcanoeeventsandhappenings) as well as on pamphlets, brochures, newsletters, newspapers, signs, and billboards to name a few others.

19. Big Canoe, through its licensee, Big Canoe Brokerage, LLC

(“Licensee”), markets its real estate services to individuals living or looking to live in the northern Georgia area.

Defendants and Their Infringement

20. At least as early as 2024, Realtors began marketing their realtor services under the mark BIG CANOE.

21. Relators’ services are overlapping with Big Canoe’s but of an inferior quality.

22. Big Canoe discovered Realtors’ impermissible use of BIG CANOE (the “Infringing Mark”) in connection with their real estate services in 2024.

23. Therefore, on April 22, 2024, Big Canoe, sent a cease and desist letter to Realtors demanding Realtors remove the Infringing Mark. A true and correct copy of the original demand letter is attached hereto as Exhibit D.

24. Realtors eventually removed the Infringing Mark.

25. However, in early 2025, Realtors began using the Infringing Mark, again.

26. For example, Weatherford created a Facebook page using the Infringing Mark and created signage using the Infringing Mark.

27. On January 21, 2025, Big Canoe, through its Licensee, again demanded that Realtors cease their infringement. A true and correct copy of the demand letter is attached hereto as Exhibit E.

28. Big Canoe, using proper social media channels, successfully removed the infringing Facebook posts.

29. Weatherford did not respond to Big Canoe's letter, but removed the signage.

30. Big Canoe, again, discovered that Realtors were using the Infringing Mark in November 2025.

31. Therefore, on November 24, 2025, Big Canoe again demanded that Weatherford and eXp cease use of the Infringing Mark. A true and correct copy of that demand letter is attached hereto as Exhibit F.

32. Weatherford did not respond to the letter.

33. eXp responded, but merely claimed that it was looking into the matter.

34. As of the date of this filing, Realtors are still using the Infringing Mark.

35. Realtors' repeated infringement despite receipt of cease and desist letters demonstrates that Realtors deliberately intend to trade on Big Canoe's goodwill and reputation in the industry in which Big Canoe, through Licensee, and Realtors both operate.

36. Big Canoe has never granted Realtors permission to use Big Canoe's Marks, or any other marks or designs confusingly similar thereto, on or in connection with any goods or services, including on the infringing services.

37. Notwithstanding Realtors' awareness of Big Canoe's rights in Big

Canoe's Marks, Realtors have refused to cease their infringement.

38. By using the Infringing Mark in connection with their competing and infringing services, Realtors seek to confuse and deceive the consuming public as to the source or origin of the infringing services and the genuine Big Canoe services.

39. On information and belief, Realtors intended to free-ride on the goodwill represented by Big Canoe's Marks developed by Big Canoe when they adopted the Infringing Mark.

40. Realtors culpably disregarded the risk of confusion to the public in their use of the Infringing Mark.

41. Realtors therefore knowingly, willfully, intentionally, and maliciously adopted and used the Infringing Mark for marketing and selling the infringing services, knowing that such use would mislead, deceive, and generate confusion among the consuming public.

The Harm to Big Canoe as a Result of Defendants' Unlawful Conduct

42. Both Big Canoe, through Licensee, and Realtors provide identical services to identical customers seeking to buy or sell a home in the North Georgia area and beyond.

43. Upon information and belief, Realtors have intentionally and willfully directed their advertising, promotional and sales efforts at the same customers as Big Canoe's Licensee, including through the use of the infringing signage and social

media, in an effort to capitalize on Big Canoe's commercial goodwill.

44. Realtors' infringing services are identical to the services offered by Licensee under the Big Canoe Marks.

45. Thus, Realtors' use of the Infringing Mark is likely to cause the consuming public to be deceived and to erroneously assume that the parties' respective services are in some way connected with one another.

46. Given Realtors' cavalier attitude toward intellectual property infringement and Big Canoe's manifestly superior rights in Big Canoe's Marks, Realtors put at risk and damage Big Canoe's reputation, goodwill, and ability to market and promote its goods and services.

47. Realtors' unauthorized use of the identical Infringing Mark has injured Big Canoe's interests and will continue to do so unless enjoined. Specifically, Realtors (a) have damaged and continue to damage Big Canoe's rights and valuable goodwill in the Big Canoe Marks; and (b) have injured and continue to injure Big Canoe's right to use and license Big Canoe's Marks as the exclusive indicia of origin of Big Canoe's services.

48. All conditions precedent to the filing of this action have occurred or have been waived or excused.

49. As a result of the wrongful conduct by Realtors alleged herein, Big Canoe has been forced to engage its counsel of record to enforce its rights in

connection with the trademarks at issue. Its counsel is accordingly entitled to its reasonable attorneys' fees and costs in connection with these legal services.

COUNTS

Count I

Infringement of Federal Registered Mark (15 U.S.C. §1114)

50. Big Canoe repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

51. Big Canoe's Registration for the BC Mark is valid and subsisting, and is *prima facie* evidence of the validity of the BC Mark, of Big Canoe's ownership of the BC Mark, and of Big Canoe's exclusive right to use the BC Mark for the services enumerated in the BC Mark Registration, including but not limited to real estate services. By virtue of the BC Mark Registration, the BC Mark is entitled to protection under the Lanham Act, 15 U.S.C. §§ 1051, et seq.

52. Big Canoe's Registration for the BCR Mark is valid and subsisting, and is *prima facie* evidence of the validity of the BCR Mark, of Big Canoe's ownership of the BCR Mark, and of Big Canoe's exclusive right to use the BCR Mark for the services enumerated in the BCR Mark Registration, including but not limited to real estate services. By virtue of the BCR Mark Registration, the BCR Mark is entitled to protection under the Lanham Act, 15 U.S.C. §§ 1051, et seq.

53. Registration for the BCB Mark is valid and subsisting, and is *prima facie* evidence of the validity of the BCB Mark, of Big Canoe's ownership of the

BCB Mark, and of Big Canoe's exclusive right to use the BCB Mark for the services enumerated in the BCB Mark Registration, including but not limited to real estate services. By virtue of the BCB Mark Registration, the BCB Mark is entitled to protection under the Lanham Act, 15 U.S.C. §§ 1051, et seq.

54. Realtors' use of the Infringing Mark is certain to continue to cause confusion, deception, and mistake by creating the false and misleading impression that Realtors' services are provided by Big Canoe, affiliated with Big Canoe, are associated with Big Canoe or otherwise connected to Big Canoe, or have Big Canoe's sponsorship, endorsement, or approval for use.

55. Realtors' actions – most significantly, its refusal to stop use of the Infringing Mark (as described above) – demonstrates that its infringement is intentional, willful, and malicious, and was for the purpose of misleading the consuming public. These willful actions are in violation of the Lanham Act, 15 U.S.C. § 1114(1).

56. As a result of Realtors' infringement, as described above, the consuming public is certain to continue to be confused and deceived as to the source, sponsorship, affiliation, or approval of Defendants' services marketed under the Infringing Mark.

57. Big Canoe has been damaged by the aforementioned acts in an amount to be determined at trial. Realtors' adoption and use of the Infringing Mark for

competing services is confusingly similar to Big Canoe's Marks and was undertaken by Realtors intentionally, willfully, and in bad faith. Therefore, Big Canoe is entitled to recover from Realtors treble damages and attorneys' fees.

58. In addition, Realtors' conduct, if it continues, will result in irreparable harm to Big Canoe and, specifically, to the goodwill associated with Big Canoe's Marks, unless such conduct is enjoined.

COUNT II
Infringement of Trademark, False Designation of Origin and Unfair
Competition under the Lanham Act (15 U.S.C. § 1125)

59. Plaintiff repeats and realleges the allegations the paragraphs above as if fully set forth herein.

60. Through Big Canoe's long-standing, widespread, continuous, and exclusive use of Big Canoe's Marks in commerce, Big Canoe's Marks have become impressed upon the minds of the relevant trade and consuming public as identifying Big Canoe and indicating the source of origin of the Big Canoe's Services as coming from Big Canoe.

61. Big Canoe has built a valuable business in its use of Big Canoe's Marks, and the goodwill associated with Big Canoe is of great value to Big Canoe. Big Canoe's Marks have or have developed secondary meaning in the minds of the consuming public in the field of restaurant services, and have come to indicate to the consuming public that the particular services bearing Big Canoe's Marks originate

from Big Canoe.

62. Big Canoe, and/or its predecessor in interest, has used Plaintiff's Marks continuously in commerce since at least 1972.

63. Realtors' use of the Infringing Mark results in direct confusion as to the origin of Big Canoe's services.

64. Realtors' use of the Infringing Mark constitutes false designation of origin and/or a false or misleading description or representation of fact on or in connection with its services which is certain to continue to cause confusion, mistake or deception as to the affiliation, connection, or association of Realtors with Big Canoe, and/or as to the origin, sponsorship or approval of Realtors' services, in violation of the Lanham Act, 15 U.S.C. § 1125(a). Realtors' conduct as described herein also constitutes an attempt to trade on the substantial goodwill that Big Canoe has developed in Big Canoe's Marks, all to the damage of Big Canoe.

65. Realtors' use in commerce of designations which are confusingly similar to Big Canoe's Marks, despite having actual and constructive notice of Big Canoe's prior rights in and to Big Canoe's Marks, constitutes intentional conduct by Realtors to make false designations of origin and false descriptions about its services and commercial activities.

66. Realtors' actions have caused and, unless restrained and enjoined by this Court, will continue to cause irreparable harm, damage, and injury to Big Canoe.

COUNT III
Common Law Trademark Infringement under Georgia Law and Under
O.C.G.A. § 23-2-55

67. Big Canoe repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

68. Through the long-standing, continuous, and exclusive use of Big Canoe's Marks in commerce, the relevant trade and consuming public have come to understand Big Canoe's Marks as identifying Big Canoe and indicating the source of origin of the Big Canoe services as coming from Big Canoe.

69. Big Canoe has built a valuable business in its use of Big Canoe's Marks, and the goodwill associated with Big Canoe is of great value to Big Canoe. Big Canoe's Marks have come to indicate to the trade and consuming public that the particular services bearing Big Canoe's Marks originate from Big Canoe.

70. Realtors' unauthorized use of the Infringing Mark is likely to cause confusion in the marketplace between the parties' respective services.

71. Realtors' infringement of Big Canoe's Marks is in willful and wanton disregard of Big Canoe's rights in and to the same, and without the consent of Big Canoe.

72. Moreover, Big Canoe is the senior user over Realtors. Realtors' actions violate Big Canoe's common law rights in Georgia and throughout the United States.

COUNT IV
Unfair Competition and Deceptive Trade Practices Based on Georgia Law

73. Big Canoe repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

74. Realtors have engaged and continue to engage in fraudulent and deceptive acts and practices in violation of O.C.G.A. §§ 10-1-370 *et seq.* and 23-2-55.

75. Realtors have used and are using the Infringing Mark which is confusingly similar to Big Canoe's Marks in connection with identical services for which Big Canoe, through Licensee, uses Big Canoe's Marks. Therefore, Realtors' uses of the Infringing Mark misrepresent the source, sponsorship, approval, or certification of its services.

76. Realtors' use of the Infringing Mark may have caused or will cause consumers to conclude falsely that there exists some affiliation, connection or association between Realtors and Big Canoe. The actual and probable tendency and impact of Realtors' uses are to enable Realtors to deceive the public, including citizens of the State of Georgia for whose protection these Code Sections were enacted.

77. Realtors' wrongful conduct constitutes unfair competition as prohibited by O.C.G.A. § 23-2-55.

78. Realtors' aforesaid acts constitute unfair competition under the

common law of the State of Georgia as follows:

- (a) Such acts will enable Realtors to obtain the benefit of and trade on the goodwill of Big Canoe;
- (b) Such acts will damage Big Canoe's goodwill in that Big Canoe does not have control over the businesses and products of Realtors;
- (c) Such acts are likely to cause confusion, mistake, or deception of the public; and
- (d) Such acts will result in the unjust enrichment of Realtors.

79. Realtors' infringement of Big Canoe's Marks is in willful and wanton disregard of Big Canoe's rights in and to the same, and without the consent of Big Canoe.

80. The aforesaid acts of Realtors are greatly and irreparably damaging to Big Canoe and will continue to be greatly and irreparably damaging to Big Canoe unless enjoined by this Court, as a result of which Big Canoe is without an adequate remedy at law.

81. Moreover at all times relevant to this Complaint, Realtors have had actual or constructive knowledge of Big Canoe's rights to its Marks and therefore Realtors' infringement was willful and deliberate.

COUNT V
Injunctive Relief

82. Big Canoe repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

83. Realtors have used the Infringing Mark, which is confusingly similar to Big Canoe's Marks, and unless prohibited by this Court, Realtors' activities are likely to continue to cause confusion and deception of the members of the trade and the public, as well as injury to Big Canoe's goodwill and reputation, for which Big Canoe has no adequate remedy at law.

84. Realtors' actions demonstrate an intention, willful, and malicious intent to trade on the goodwill associated with Big Canoe's registered marks to Big Canoe's great and irreparable injury.

85. Realtors are likely to continue causing substantial injury to the public and to Big Canoe. In addition, Realtors have been unjustly enriched by reason of its trademark infringement in that Realtors have achieved sales and profits, and the opportunity to earn future sales and profits, as a direct and proximate result of Realtors' illegal conduct.

86. Big Canoe is entitled to injunctive relief and to recover actual damages, Realtors' profits, costs and reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and 1117.

COUNT VI
Attorney's Fees and Prejudgment Interest

87. Big Canoe repeats and realleges the allegations in the paragraphs above as if fully set forth herein.

88. In relation to their wrongful acts described above and to each and every count set forth above, Realtors have acted in bad faith and have caused Big Canoe unnecessary trouble and expense. As detailed above, Realtors intentionally and in bad faith engaged in infringement and unfair competition with full knowledge of the harm that would result to the public and to Big Canoe.

89. Additionally, Defendants have refused to cease use of the Infringing Mark despite being repeatedly asked to cease all use.

90. Big Canoe is entitled to recover all expenses and fees arising from the misconduct of Realtors giving rise to the present litigation, including the reasonable attorney fees expended by Big Canoe, pursuant to O.C.G.A. § 13-6-11 and applicable federal law.

91. Big Canoe is also entitled to attorney fees under the Lanham Act.

92. Big Canoe is also entitled to recover prejudgment interest on its damages pursuant to O.C.G.A. § 13-6-13.

Jury Demand

93. Plaintiff demands a trial by jury for all issues so triable.

Prayer For Relief

WHEREFORE, Big Canoe requests the following relief against Realtors:

A. That Realtors and its agents, servants, employees, attorneys, successors, and assigns, and any and all persons acting in concert or participating with it, or any of their successors or assigns or any of them, be preliminarily and permanently enjoined and restrained from directly or indirectly:

(1) using the Infringing Mark or any other reproduction, counterfeit, copy, confusingly similar variant, or colorable imitation of Big Canoe's Marks, in commerce in any medium;

(2) advertising, marketing, offering for sale, providing or selling the infringing services;

(3) using the Infringing Mark, or any reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of the same, in any manner likely to cause others to believe that Realtors' services are connected with Big Canoe or are genuine Big Canoe-licensed products or services;

(4) committing any other acts that may cause the consuming public to believe that Realtors' services are genuinely licensed by Big Canoe or otherwise provided for the benefit of Big Canoe;

(5) engaging in unfair and deceptive trade practices against Big Canoe;

(6) shipping, delivering, holding for sale, importing, distributing, returning, transferring, or otherwise moving or disposing of any materials falsely

bearing the infringing mark, or any other reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of Big Canoe's Marks; and

(7) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs (1) through (6).

B. That Realtors and any and all persons controlled by or acting in concert with it be required to deliver to Big Canoe for destruction all goods, packages, and any other written or printed materials, in tangible or intangible form, that bear or depict the Infringing Mark, or any other reproduction, counterfeit, copy, confusingly similar variant or colorable imitation of Big Canoe's Marks.

C. That Realtors be required to account for and pay to Big Canoe Realtors' profits from sales of the infringing services and any other product or service incorporating, copying, or imitating Big Canoe's Marks or any other brand element of Big Canoe, or sold under the Infringing Mark, and such sum in addition thereto as the Court shall find just.

D. That this case be found exceptional and Big Canoe be awarded its attorneys' fees pursuant to 15 U.S.C. § 1117(a) and/or other applicable law.

E. That Big Canoe recover the damages arising out of Realtors' wrongful acts in a sum equal to three times the actual damages suffered by Big Canoe, as provided in 15 U.S.C. § 1117(b) and/or other applicable law.

F. That Realtors be required to disgorge its profits and other ill-gotten gains pursuant to 15 U.S.C. § 1117(a) and other applicable law.

G. That Big Canoe have and recover the taxable costs of this civil action, including reasonable attorneys' fees, costs, and interest.

H. That Big Canoe be awarded punitive or exemplary damages in view of Realtors' reckless, willful, wanton acts committed with conscious disregard for the rights of Big Canoe.

I. That Big Canoe have such other general and further relief as this Court deems just and proper.

Respectfully submitted, January 16, 2026.

BEKIEARES ELIEZER LLP
dba FOUNDERS LEGAL

/s/Melanie K. Lane

Kennington R. Groff

GA Bar No.: 782901

Zachary C. Eyster

GA Bar No.: 192335

Robin L. Gentry

GA Bar No.: 289899

Melanie K. Lane

GA Bar No.: 831941

BEKIARES ELIEZER, LLP

2870 Peachtree Rd. #512

Atlanta GA 30305

Telephone: 404.537.3686

kgroff@founderslegal.com

zeyster@founderslegal.com
rgentry@founderslegal.com
mlane@founderslegal.com