

2. Prudential seeks a preliminary and permanent injunction, damages, costs and attorneys' fees as authorized by the Lanham Act, New Jersey statutory and common law.

JURISDICTION AND VENUE

3. This Court's jurisdiction arises from the fact that: (i) this is an action brought under the Lanham Act, 15 U.S.C. §§ 1051-1141, jurisdiction being conferred by 28 U.S.C. §§ 1331 and 1338; and (ii) certain claims are joined with substantial and related claims under the Laws of the United States, jurisdiction being conferred by 28 U.S.C. § 1367.

4. This Court may exercise personal jurisdiction over PB based on its contacts with this forum, including at least, regularly and intentionally transacting business with businesses, citizens and property owners within New Jersey under the name and mark PRUDENTIAL BANK, and thereby causing harm and damage to Prudential, which has its principal place of business in Newark, New Jersey. More specifically, the public filings of PB's parent company, Prudential Bancorp, Inc., state that four of PB's five largest loan relationships involve construction projects in New Jersey; that PB's loans are to individuals, businesses and real estate developers in New Jersey and the surrounding states of Pennsylvania, New York and Delaware; and that most of its business activities are conducted in New Jersey, eastern Pennsylvania, Delaware and southern New York. In addition, PB has itself utilized the courts of New Jersey to initiate legal action against residents of New Jersey. As a result, PB has sufficient minimum contacts to establish personal jurisdiction in New Jersey.

5. Venue is proper pursuant to 28 U.S.C. § 1391(b).

PARTIES

6. Prudential is a corporation organized under the laws of the State of New Jersey and maintains its principal office at 751 Broad Street, Newark, New Jersey 07102. Prudential

and its affiliates (collectively, “Prudential”) develop, issue, market and sell financial services and products using the intellectual property rights owned by Prudential that are at issue in this action.

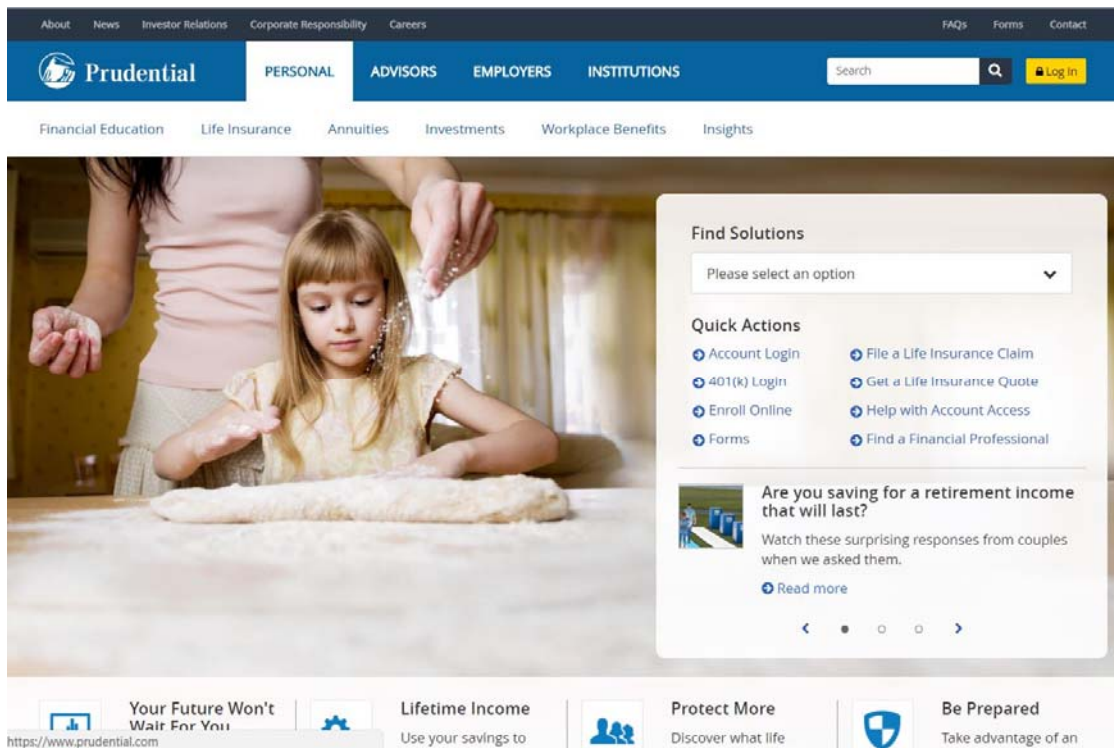
7. PB is a corporation organized under the laws of the State of Pennsylvania and is located in Philadelphia, Pennsylvania.

PRUDENTIAL AND ITS INTELLECTUAL PROPERTY RIGHTS

8. Prudential is a global leader in the financial services industry, having provided, either by itself or through its predecessors in interest, a wide range of banking, investment, retirement, insurance and other financial products and services (“Prudential Financial Products and Services”).

9. Prudential has used the trade name and mark PRUDENTIAL (collectively, the “PRUDENTIAL Mark”) in connection with its financial products and services since 1875.

10. A significant aspect of Prudential’s marketing and sale of Prudential Financial Products and Services is the use of an arbitrary and distinctive blue and white color scheme and lettering combination in its marketing materials, including its website found at www.prudential.com (the “PRUDENTIAL Design”):



11. Prudential has operated and currently operates banks in the United States under the PRUDENTIAL Mark.





12. Prudential adopted the name and mark THE PRUDENTIAL SAVINGS BANK in 1989 and owned a federal trademark registration for that mark from 1992 to 1998 (Reg. No. 1,683,970).

13. Prudential adopted the name and mark PRUDENTIAL BANK in 1989 and owned a federal trademark registration for that mark from 1992 to 2003 (Reg. No. 1,720,688).

14. Prudential currently owns and operates an existing bank in Connecticut named PRUDENTIAL BANK & TRUST.

15. As a result of long use and extensive advertising and promotion, the PRUDENTIAL Mark and PRUDENTIAL Design represent strong common law trademark rights associated with and owned by Prudential in the field of financial services.

16. In addition to its common law rights, Prudential owns numerous trademark registrations for marks consisting of or including PRUDENTIAL, including but not limited to the following valid and subsisting trademark registrations on the Principal Register of the United States Patent and Trademark Office (“PTO”) in connection with Prudential Financial Products and Services:

Trademark	First Use	Reg. No. and Reg. Date	App. No. and App. Date
PRUDENTIAL	1896	693628 February 23, 1960	72/074,686 May 28, 1959
PRUDENTIAL	October 28, 1982	3,229,716 April 17, 2007	78/908,191 June 14, 2006
 Prudential	January 1989	1,580,456 January 30, 1990	73/798,998 May 10, 1989
 Prudential	May 4, 1996	2,110,034 October 28, 1997	75/174,466 September 30, 1996
 Prudential	July 1, 1997	2,120,631 December 9, 1997	75/167,524 September 17, 1996
PRUDENTIAL FINANCIAL	May 1, 2001	2,646,316 November 5, 2002	75/822,693 October 13, 1999
Prudential  Financial	May 1, 2001	2,488,926 September 11, 2001	75/822,692 October 13, 1999

Trademark	First Use	Reg. No. and Reg. Date	App. No. and App. Date
PRUDENTIAL.COM	September 5, 1999	2,549,502 March 19, 2002	76/138,566 September 30, 2000
PRUDENTIAL RETIREMENT	July 23, 2003	2,866,851 July 27, 2004	78/280,471 July 29, 2003

(hereinafter collectively referred to as the “Prudential Trademarks”).

17. Each of the registrations for the Prudential Trademarks is valid, subsisting, and owned by Prudential. All of the registrations are *prima facie* evidence of Prudential’s exclusive nationwide rights in the registered mark as of the filing date of the application in accordance with 15 U.S.C. §§ 1057(c), 1115(a). Moreover, all of the registrations are incontestable in accordance with 15 U.S.C. § 1065, and are “conclusive evidence of the validity of the registered mark and of the registration of the mark, of the registrant’s ownership of the mark, and of the registrant’s exclusive right to use the registered mark in commerce” in accordance with 15 U.S.C. § 1115(b).

18. Prudential has sold many billions of dollars’ worth of Prudential Financial Products and Services in the United States and worldwide under the Prudential Trademarks and has spent substantial sums in advertising its products and services under those trademarks.

19. As a result of such extensive sales and advertising, the Prudential Trademarks have become well-known in the United States, represent extraordinarily valuable goodwill, and are associated with the high quality financial products and services offered by Prudential.

20. Each of the Prudential Trademarks has become distinctive in the marketplace, serving to distinguish the products and services of Prudential from the products and services emanating from other sources.

21. As a result of Prudential’s extensive use, promotion, and advertising over many years and the prominence of its business, Prudential’s Trademarks in combination with the Prudential Design creates a distinctive commercial impression that is well-known in the financial

services industry, associated with Prudential and represents an extremely valuable goodwill owned by Prudential throughout the United States.

DEFENDANT AND DEFENDANT’S INFRINGEMENT

22. PB provides banking and other financial services in competition with Prudential.

23. Recently and long subsequent to Prudential’s adoption and use of the Prudential Mark and Design, PB changed its name to PRUDENTIAL BANK and adopted a similar blue and white color scheme and lettering combination for its banking and financial services thereby causing customer confusion with Prudential.

24. PB’s recent changes to its infringing name and design are part of an ongoing and progressive encroachment on the PRUDENTIAL Mark and PRUDENTIAL Design.

25. PB was founded in 1886 and was originally known as THE SOUTH PHILADELPHIA BUILDING AND LOAN ASSOCIATION NO. 2.

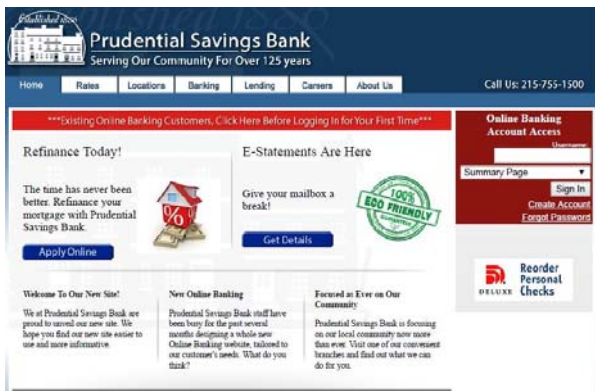
26. About 50 years ago, PB changed its name to the PRUDENTIAL SAVINGS ASSOCIATION.

27. On or about April 2001, long after Prudential’s first use of the name PRUDENTIAL SAVINGS BANK, PB changed its name again to PRUDENTIAL SAVINGS BANK and began using the internet domain name <prudentialsavingsbank.com> and a green, white and copper color scheme shown below:

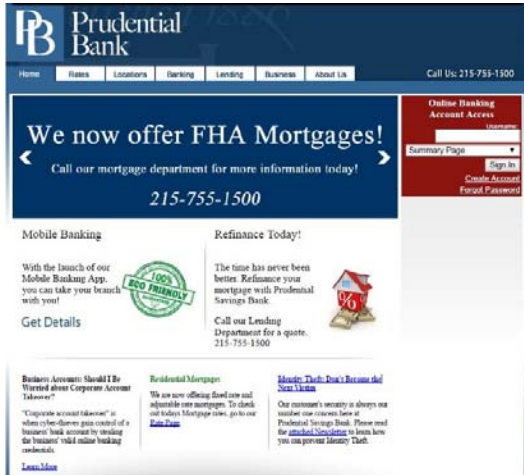


28. PB converted to a wholly owned subsidiary of Prudential Bancorp, Inc. in 2013.

29. On or about 2013, PB changed to a blue and red color scheme and continued to use the name PRUDENTIAL SAVINGS BANK as shown below:

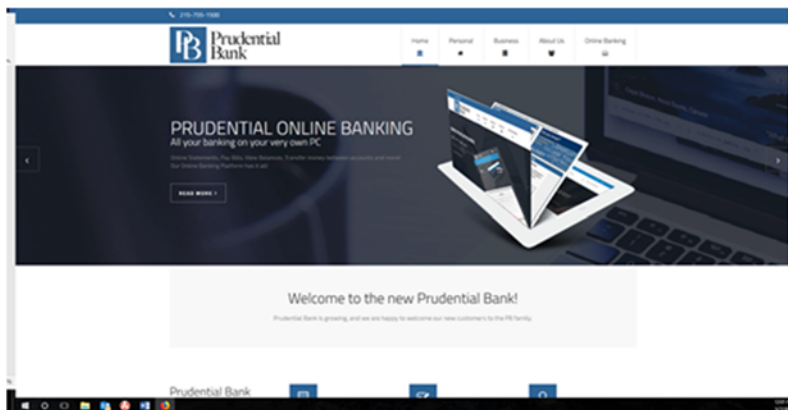


30. In 2017, long after Prudential's first use of the name PRUDENTIAL BANK, PB changed its name to PRUDENTIAL BANK and adopted a blue and white color scheme and lettering style that closely imitates Prudential as shown below:



31. PB's name change occurred in connection with the acquisition and merger of Polonia Bank in Pennsylvania, which expanded the geographic scope of its use of the PRUDENTIAL BANK name beyond PB's original Philadelphia locations.

32. PB currently uses the PRUDENTIAL BANK name and mark and a blue and white color scheme and lettering style that continues its imitation of the PRUDENTIAL Mark and PRUDENTIAL Design as shown below:



33. The combination of PB's name, color scheme and lettering style creates an overall commercial impression (the "Infringing Commercial Impression") that is confusingly similar to the overall commercial impression created by the combination of the Prudential Mark and Prudential Design.

34. On information and belief, PB was fully aware of the Prudential Mark and Prudential Design when it began use of PRUDENTIAL BANK and the similar color scheme. Moreover, PB had constructive notice as a matter of law of Prudential's rights in the Prudential Trademarks based on registration in the United States in accordance with 15 U.S.C. § 1072.

35. On information and belief, PB has deliberately and willfully infringed Prudential's rights through its progressive encroachment, including *inter alia*, the expansion of its marketing to the Internet, the expansion of its business through the acquisition of additional banks, the recent adoption of a color scheme and lettering style similar to Prudential, and its recent name change increasing the confusing similarity with Prudential's Trademarks.

36. Prudential learned about use of PRUDENTIAL BANK and its similar blue and

white color scheme and lettering style in September 2017, when it received a customer complaint about its banking services. Upon investigation, Prudential learned that this was an instance of actual customer confusion caused by PB's use of PRUDENTIAL BANK.

37. After learning of PB's infringing acts, Prudential advised PB of its concerns and requested that it cease use of the infringing name and design. Prudential and PB attempted to resolve the dispute without litigation, but were unable to reach agreement, and PB has continued its infringement with full knowledge of Prudential's rights and objections.

COUNT ONE
(TRADEMARK INFRINGEMENT -- 15 U.S.C. § 1114)

38. Prudential incorporates herein by reference each and every allegation in the preceding paragraphs.

39. Notwithstanding Prudential's well-known and prior established rights in the Prudential Trademarks, and PB's constructive and actual knowledge of Prudential's rights, PB is currently and has in the past offered financial products and services in commerce in the United States utilizing colorable imitations of Prudential's Trademarks without being authorized, sponsored or otherwise approved by Prudential.

40. The foregoing acts of PB are likely to cause confusion, mistake, and deception among consumers, the public, and within the financial industry as to whether PB's infringing uses originate from, or are affiliated with, sponsored by, or endorsed by Prudential.

41. On information and belief, PB has acted with knowledge of Prudential's Trademarks and with the deliberate intent to benefit unfairly from substantial goodwill symbolized thereby.

42. PB's acts constitute trademark infringement in violation of 15 U.S.C. § 1114.

43. The willful and intentional nature of PB's infringement renders this an

exceptional case under 15 U.S.C. §1117(a).

44. PB's willful acts of infringement have irreparably damaged and will continue to so damage Prudential unless restrained; wherefore Prudential has no adequate remedy at law.

COUNT TWO
(UNFAIR COMPETITION -- 15 U.S.C. § 1125)

45. Prudential incorporates herein by reference each and every allegation in the preceding paragraphs.

46. PB's adoption and use in commerce of the aforesaid Infringing Commercial Impression in connection with financial products and services constitutes infringing use of a combination of words, terms, symbols and devices that is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of PB with Prudential, or as to the origin, sponsorship, or approval of PB's products or services by Prudential.

47. PB's acts constitute unfair competition in violation of 15 U.S.C. § 1125.

48. PB's willful acts of unfair competition have irreparably damaged and will continue to so damage Prudential unless restrained; wherefore Prudential has no adequate remedy at law.

COUNT THREE
(COMMON LAW UNFAIR COMPETITION)

49. Prudential incorporates herein by reference each and every allegation in the preceding paragraphs.

50. The foregoing acts of PB constitute unfair competition in violation of the common law of the various states, including the State of New Jersey.

51. PB's willful acts have irreparably damaged and will continue to so damage Prudential; wherefore Prudential has no adequate remedy at law.

COUNT FOUR

(NEW JERSEY STATUTORY UNFAIR COMPETITION -- N.J. STAT. ANN. § 56:4-1)

52. Prudential incorporates herein by reference each and every allegation in the preceding paragraphs.

53. The foregoing acts of PB constitute unfair competition under N.J. Stat. Ann. § 56:4-1.

54. PB's willful acts have irreparably damaged and will continue to so damage Prudential; wherefore Prudential has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, in consideration of the foregoing, Prudential prays for judgment as follows:

1. A preliminary and permanent injunction enjoining and restraining PB, and its related companies, agents, servants, employees, officers, attorneys, successors, licensees, partners, and assigns, and all persons acting in concert or participation with each or any of them, from:

- (a) Using the name and mark PRUDENTIAL BANK;
- (b) Using PRUDENTIAL alone or with other terms in combination with a blue and white color scheme and lettering similar to Prudential;
- (c) Using any names, words, designations or symbols consisting of, incorporating in whole or part, or otherwise similar to the Prudential Trademarks on any website, advertisement or other marketing materials of PB;
- (d) Using any names, words, designations or symbols consisting of, incorporating in whole or part, or otherwise similar to the Prudential Trademarks in any buried code, metatags, search terms, keywords, key terms, hits generating

pages, or any other devices used, intended, or likely to cause any website of Defendant to be listed by any Internet search engines in response to any searches that include any terms identical with or confusingly similar to the Prudential Trademarks;

- (e) Otherwise infringing the Prudential Trademarks;
- (f) Making any description or representation likely to cause persons to believe that PB's products or services are in any way affiliated, associated, authorized, sponsored, endorsed, or otherwise connected with Prudential; and
- (g) Any other conduct that is likely to cause confusion or to cause mistake or to deceive as to the source, affiliation, connection, or association of PB's products or services with Prudential;

2. Ordering PB to file with the Court and serve on Prudential within thirty (30) days after the service on PB of such injunction a report in writing, under oath, setting forth in detail the manner and form in which PB has complied with the injunction;

3. Awarding Prudential all profits realized by PB by reason of its unlawful acts as set forth in this Complaint, pursuant to 15 U.S.C. § 1117(a);

4. Awarding Prudential all damages suffered by reason of PB's unlawful acts as set forth in this Complaint, pursuant to 15 U.S.C. § 1117(a);

5. Awarding Prudential three times the damages suffered by reason of the intentional unlawful acts of PB as set forth in this Complaint, pursuant to 15 U.S.C. § 1117(a);

6. Awarding Prudential the costs of this action and its reasonable attorneys' fees, pursuant to 15 U.S.C. § 1117; and

7. Awarding Prudential such other relief as this Court may deem just and proper.

By: /s/Tricia B. O'Reilly

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The Prudential Insurance Company of America

Dated: March 20, 2018

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

By: /s/Tricia B. O'Reilly

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Attorneys for Plaintiff

The Prudential Insurance Company of America

Dated: March 20, 2018

RULE 201.1 CERTIFICATION

I certify that the above-captioned matter is not subject to compulsory arbitration in that the Plaintiff seeks, inter alia, injunctive relief.

By: /s/Tricia B. O'Reilly

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Dated: March 20, 2018