

1 Michael C. Lieb (Bar No. 126831)  
2 mlieb@willenken.com  
3 William A. Delgado (Bar No. 222666)  
4 wdelgado@willenken.com  
5 WILLENKEN WILSON LOH & LIEB LLP  
6 707 Wilshire Blvd., Suite 3850  
7 Los Angeles, CA 90017  
8 Tel: (213) 955-9240  
9 Fax: (213) 955-9250

7 Attorneys for Plaintiff  
8 Tradition Club Associates, LLC

FILED  
2008 NOV - 6 PM 2:38  
CLERK, U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
RIVERSIDE

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA

11 ED CV 08 - 01581 VAP

12 TRADITION CLUB ASSOCIATES,  
13 LLC, a California limited liability  
14 company,

Case No.:

COMPLAINT FOR:

(RCX)

14 Plaintiff,

- 1) False Designation of Origin (15 U.S.C. § 1125(a))
- 2) Unfair Competition (Cal. Bus. & Prof. Code § 17200 et seq.)
- 3) Common Law Unfair Competition
- 4) Common Law Passing Off

15 v.

17 TRADITION GOLF CLUB SALES, a  
18 business entity of unknown form, JEFF  
19 LARSON, an individual, and DOES 1-20,  
20 inclusive.

DEMAND FOR JURY TRIAL

20 Defendants.

21  
22  
23  
24  
25  
26  
27  
28

1 Plaintiff Tradition Club Associates, LLC (“Tradition”), by and through its  
2 undersigned counsel, brings this action against Defendants Tradition Golf Club Sales  
3 (“Sales”), a business entity of unknown form, Jeff Larson, an individual, and Does 1  
4 through 20 (collectively “Defendants”) for injunctive relief and monetary damages  
5 under the trademark laws of the United States of America and applicable state statutory  
6 and common law. Tradition states and alleges as follows:

7  
8 **SUMMARY OF ACTION**

9  
10 1. This is an action for false designation of origin; unfair competition under  
11 California Business & Professions Code § 17200 et seq. and common law; and  
12 common-law passing off.

13  
14 **JURISDICTION AND VENUE**

15  
16 2. This Court has subject matter jurisdiction over this action pursuant to 15  
17 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338. This Court has supplemental  
18 jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

19 3. Venue lies in this judicial district under 28 U.S.C. §§ 1391 (b) and (c) in  
20 that Defendants reside or are found in this judicial district, the claims herein arose in  
21 this judicial district, and the acts committed by Defendants, and each of them, occurred  
22 within this judicial district.

23  
24 **PARTIES**

25  
26 4. Plaintiff Tradition is a limited liability company organized and existing  
27 under the laws of the state of Delaware, with its principal place of business at 78505  
28 Old Avenue 52, La Quinta, California, 92253.

1           5. Tradition is informed and believes, and on that basis alleges, that  
2 Defendant Sales is a business entity of unknown form with its principal place of  
3 business in La Quinta and is conducting business in the state of California.

4           6. Tradition is informed and believes, and on that basis alleges, that Jeff  
5 Larson is an individual currently residing in the state of California, within this judicial  
6 district.

7           7. Tradition is unaware of the true names, locations and capacity of all other  
8 defendants named herein as Does 1 through 20 and therefore sues said Doe Defendants  
9 by fictitious names. Tradition believes the unnamed Doe Defendants are responsible  
10 and liable in whole or in part for the wrongful actions and damages asserted herein.  
11 When Tradition becomes aware of the true names, locations and capacities of the Doe  
12 Defendants, Tradition will seek leave of Court to amend its pleadings.

13           8. Tradition is informed and believes, and on that basis alleges, that at all  
14 relevant times mentioned in this complaint, Sales has been or is a mere shell,  
15 instrumentality, and conduit through which Larson and Does 1-20 have been and are  
16 conducting the activities alleged. Larson and Does 1-20 have been and are directly  
17 managing, controlling, and dominating the operations of Sales. Under the  
18 circumstances, adherence to any separate legal existence of Sales, Larson, and Does 1-  
19 20 would promote injustice. To avoid an inequitable result, Sales should be regarded  
20 as the alter ego of Larson and Does 1-20.

21           9. Tradition is informed and believes, and on that basis alleges, that at all  
22 relevant times mentioned in this complaint, Defendants and each of them, were acting  
23 in concert and active participation with each other in committing the wrongful acts  
24 alleged herein, and were the agents of each other and were acting within the scope and  
25 authority of that agency and with the knowledge, consent, and approval of one another.

26 //

27 //

28

1 **FACTUAL BACKGROUND**

2  
3 **Background of Tradition**

4 10. Tradition was established in 1996. From 1996 to February 2008,  
5 Tradition established, developed and operated the Tradition Golf Club in La Quinta,  
6 California. Throughout that time, Tradition continuously used the inherently  
7 distinctive trade names TRADITION and TRADITION GOLF CLUB in connection  
8 with the Club and all Club-related activities.

9 11. The Tradition Golf Club boasts an 18-hole championship course and a 9-  
10 hole Par 3 course, each of which was designed by famed golfer, Arnold Palmer.

11 12. Since 1996, Tradition-affiliated companies, having licenses to use the  
12 TRADITION and TRADITION GOLF CLUB trade names, have also operated a real  
13 estate office from within the Tradition Golf Club which specializes in the marketing  
14 and sales of homes and home sites that surround the golf courses. Attached as Exhibit  
15 A is a copy of the Tradition Master Plan which shows the layout of homes, home sites,  
16 and golf courses.

17 13. In February 2008, the operation and title to the property of the Club was  
18 transferred to the Club's members, and Tradition provided them with a non-exclusive  
19 license that allowed them to continue using the trade name TRADITION GOLF CLUB  
20 for the sole purpose of operating the Club.

21 14. The license agreement explicitly noted that Tradition would continue to  
22 use the trade names TRADITION and TRADITION GOLF CLUB with respect to real  
23 estate development.

24 15. In fact, David Chapman Investments, LLC ("DCI")—the currently  
25 existing Tradition-affiliated company with permission to use the TRADITION and  
26 TRADITION GOLF CLUB trade names, markets real estate to interested buyers  
27 throughout the country utilizing those trade names.  
28

1           16. Tradition maintains a website at <http://www.traditiongolfclub.net>. This  
2 website provides information about the Club and information about the real estate  
3 surrounding the Club. It lists all available home sites and homes currently listed with  
4 DCI. Attached as Exhibit B is a copy of a web site printout showing available home  
5 sites listed with DCI. Attached as Exhibit C is a copy of a web site printout showing  
6 available homes listed with DCI.

7           17. DCI also markets real estate through direct correspondence with interested  
8 buyers, including the mailing of marketing materials in interstate commerce. These  
9 marketing materials display the TRADITION and TRADITION GOLF CLUB trade  
10 name. Attached as Exhibits D-F are copies of Tradition marketing materials and print  
11 collateral.

12  
13 Background of Sales

14           18. Tradition is informed and believes, and on that basis alleges, that  
15 Sales is a business entity established by Jeff Larson.

16           19. Tradition is informed and believes, and on that basis alleges, that Sales  
17 has commenced marketing and selling real estate within the Tradition community and  
18 is presently using Tradition's trade name TRADITION GOLF CLUB in its advertising.  
19 Attached as Exhibits I and J are printouts showing at least one home that is available  
20 for sale at the Tradition complex and has listed with "Tradition Golf Club Sales," the  
21 Defendant herein.

22           20. Tradition is informed and believes, and on that basis alleges, that Sales is  
23 presently in the process of expanding its operations by opening an office and  
24 expanding its listings. Employees of DCI have left the company to commence working  
25 at Sales.

26 //  
27 //

28

1 Sales Is Causing or Will Likely Cause Confusion in the Marketplace

2 21. As a result of using Tradition's trade names, TRADITION and/or  
3 TRADITION GOLF CLUB, within its own name, TRADITION GOLF CLUB  
4 SALES, Sales is causing or is likely to cause confusion in the marketplace, damaging  
5 the business reputation of Tradition and DCI.

6 22. For example, third party real estate agents have already commenced  
7 asking employees of DCI what relationship exists between Tradition and Sales and  
8 whether Jeff Larson is now an employee of DCI.

9 23. In addition, Tradition Golf Club members have asked DCI employees why  
10 Tradition/DCI is opening a second real estate office (when referring to Sales' new  
11 office).

12  
13 Defendants' Activities Have Caused or Will Cause Tradition and the General Public  
14 Harm.

15 24. Defendants' use of the trade names, TRADITION and/or TRADITION  
16 GOLF CLUB, in connection with real estate sales in the United States constitutes use  
17 of the marks in interstate commerce and/or will affect interstate commerce.

18 25. Defendants' use of the trade names, TRADITION and/or TRADITION  
19 GOLF CLUB, is likely to cause confusion or mistake and/or to likely deceive  
20 customers and potential customers of the parties, as to some affiliation, connection or  
21 association of Sales with Tradition or as to the origin, sponsorship, or approval of Sales  
22 and its related products and services.

23 26. Defendants' use of the TRADITION and/or TRADITION GOLF CLUB  
24 trade names falsely designates the origin of Defendants' products and services and  
25 falsely and misleadingly describes and represents facts with respect to Defendants and  
26 their products and services.

27 27. Defendants' use of the TRADITION and/or TRADITION GOLF CLUB  
28 trade names enables Defendants to trade upon and receive the benefit of Tradition's



1 goodwill built up at great labor and expense over many years and to gain acceptance of  
2 Defendants' products and services not solely on their own merits but on the reputation  
3 and goodwill of Tradition, its marks and brand, and its products and services.

4 28. Defendants' use of the TRADITION and/or TRADITION GOLF CLUB  
5 trade names has injured and is likely to continue to injure Tradition's business  
6 reputation.

7 29. Defendants' use of the TRADITION and/or TRADITION GOLF CLUB  
8 trade names has allowed them to pass off their products and services as those of  
9 Tradition, thereby deceiving consumers across California and the rest of the United  
10 States.

11 30. Unless Defendants' acts are restrained by this Court, they will continue,  
12 and they will continue to cause irreparable injury to Tradition and to the public for  
13 which there is no adequate remedy at law.

14  
15 **FIRST CLAIM FOR RELIEF**

16 **FALSE DESIGNATION OF ORIGIN**

17 **(15 U.S.C. §1125(a))**

18 **(Against All Defendants)**

19  
20 31. Tradition re-alleges and incorporates by reference paragraphs 1 to 30 as  
21 though fully set forth herein.

22 32. Sales' use of the TRADITION and/or TRADITION GOLF CLUB trade  
23 names, which has been purposefully designed to resemble Tradition's trade names,  
24 constitutes a false designation of origin and a false or misleading description and  
25 representation of a fact as to the nature of the goods and services, to wit, that they  
26 emanate from Tradition. The use of the TRADITION and/or TRADITION GOLF  
27 CLUB trade names in such a manner is intentionally designed to deceive the public  
28

1 into believing that Defendants' products and services are authorized by Tradition and  
2 are likely to divert customers away from Tradition.

3 33. By engaging in the activities described above, Defendants have made and  
4 are making false, deceptive and misleading statements which constitute false  
5 designations of origin with respect to goods and services distributed in interstate  
6 commerce, in violation of section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

7 34. Defendants' acts described above have caused irreparable injury to  
8 Tradition's goodwill and reputation and, unless enjoined by this Court, will cause  
9 further irreparable injury, from which Tradition has no adequate remedy at law.

10 35. As a result of Defendants' foregoing intentional and willful conduct,  
11 Tradition is entitled to an injunction prohibiting Defendants, and each of them, from  
12 using the TRADITION and/or TRADITION GOLF CLUB trade names, an award of  
13 monetary relief, including prejudgment interest, costs of suits, and reasonable  
14 attorneys' fees pursuant to 15 U.S.C. §§ 1116, 1117, and 1125.

15  
16 **SECOND CLAIM FOR RELIEF**

17 **UNFAIR COMPETITION**

18 **(CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200)**

19 **(Against All Defendants)**

20  
21 36. Tradition re-alleges and incorporates by reference paragraphs 1 to 35 as  
22 though fully set forth herein.

23 37. Defendants' conduct as alleged above constitutes acts of "unfair  
24 competition" and "unfair and fraudulent business practices" as defined under  
25 California Business & Professions Code § 17200 et. seq.

26 38. As a result of Defendants' wrongful conduct, Tradition has suffered and  
27 continues to suffer harm, while Defendants have enjoyed and continue to enjoy  
28 unlawful profits.



1 39. Defendants' unfair competition and unfair and fraudulent business  
2 practices have been willful, malicious, and in knowing disregard of Tradition's rights.  
3 Defendants' wrongful conduct was undertaken with the deliberate intent to injure  
4 Tradition's business and usurp Tradition's goodwill for Defendants' own use and  
5 benefit.

6 40. Defendants' acts described above have caused irreparable injury to  
7 Tradition and, unless enjoined by this Court, will cause further irreparable injury from  
8 which Tradition has no adequate remedy at law.

9 41. Additionally, Defendants' actions were in bad faith, in conscious  
10 disregard of Tradition's rights, and performed with the intention of depriving Tradition  
11 of its intellectual property rights. Accordingly, Defendants' conduct merits, and  
12 Tradition seeks, an award of punitive damages in an amount sufficient to punish  
13 defendants and deter such conduct in the future.

14  
15 **THIRD CLAIM FOR RELIEF**

16 **UNFAIR COMPETITION UNDER CALIFORNIA COMMON LAW**

17 **(Against All Defendants)**  
18

19 42. Tradition re-alleges and incorporates by reference paragraphs 1 to 41 as  
20 though fully set forth herein.

21 43. Defendants' above-described conduct constitutes unfair competition of a  
22 type proscribed by California common law.

23 44. Defendants' conduct as described above has caused irreparable injury to  
24 Tradition and, unless enjoined by this Court, will cause further irreparable injury, for  
25 which Tradition has no adequate remedy at law.

26 45. Additionally, Defendants' actions were in bad faith, in conscious  
27 disregard of Tradition's rights, and performed with the intention of depriving Tradition  
28 of its intellectual property rights. Accordingly, Defendants' conduct merits, and

1 Tradition seeks, an award of punitive damages in an amount sufficient to punish  
2 defendants and deter such conduct in the future.

3  
4 **FOURTH CLAIM FOR RELIEF**  
5 **COMMON LAW PASSING OFF**  
6 **(Against All Defendants)**  
7

8 46. Tradition re-alleges and incorporates by reference paragraphs 1 to 43 as  
9 though fully set forth herein.

10 47. Defendants' above-described conduct, including the use of the  
11 TRADITION and/or TRADITION GOLF CLUB trade names, constitutes a knowing  
12 and willful passing-off of Defendants' products and services as those of Tradition and  
13 thereby deceives consumers throughout the United States.

14 48. Such continued activities by Defendants are likely to cause mistakes or to  
15 confuse or deceive the general public. It is believed that such use already has caused  
16 actual mistakes, confusion, or deception of the general public.

17 49. Defendants' conduct as described above has caused irreparable injury to  
18 Tradition and, unless enjoined by this Court, will cause further irreparable injury, for  
19 which Tradition has no adequate remedy at law.

20 50. Additionally, Defendants' actions were in bad faith, in conscious  
21 disregard of Tradition's rights, and performed with the intention of depriving Tradition  
22 of its intellectual property rights. Accordingly, Defendants' conduct merits, and  
23 Tradition seeks, an award of punitive damages in an amount sufficient to punish  
24 defendants and deter such conduct in the future.

25 //

26 //

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff Tradition demands judgment against Defendants as follows:

1. For preliminary, and permanent injunctive relief, enjoining and restraining Defendants, their agents, servants, representatives, successors, assigns and others in active concert or participation with them from utilizing any of Tradition’s trade names, marks, or any variation thereof, derivative or shorthand notation thereof, or any terms similar thereto, including TRADITION and/or TRADITION GOLF CLUB, in connection with any product or service, or sham products or sham services, in any medium, which would give rise to a likelihood of confusion as to the source of such products or services; from soliciting any business under Tradition’s trade names, marks, or terms similar thereto, including TRADITION and/or TRADITION GOLF CLUB; from passing itself off as being associated with Tradition; and from committing any other unfair business practices directed towards obtaining for itself the business and customers of Tradition.

2. For an accounting of Defendants’ unjust profits.

3. For Tradition’s damages, costs, attorneys’ and investigators’ fees and for treble damages as a result of Defendants’ wanton, deliberate, willful, and malicious conduct.

4. For punitive damages in an amount sufficient to punish Defendants and deter others.

5. For prejudgment interest.

//  
//

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

6. For such other and further relief as may be just and equitable.

DATED: November 6, 2008

WILLENKEN WILSON LOH & LIEB LLP

By   
\_\_\_\_\_  
William A. Delgado  
Attorney for Plaintiff  
Tradition Club Associates, LLC

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial by jury on all issues so triable.

DATED: November 6, 2008

WILLENKEN WILSON LOH & LIEB LLP

By   
\_\_\_\_\_  
William A. Delgado  
Attorney for Plaintiff  
Tradition Club Associates, LLC