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CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY: *[Signature]*

DEPUTY

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14 **UNITED STATES DISTRICT COURT**
15 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

16 **-00000-**

17 **MRC GOLF, INC.,**

18 **Plaintiff,**

19 **vs.**

20 **HIPPO GOLF COMPANY, INC.**

21 **Defendant.**

22 **CASE NO.**

23 **09 CV 0327 L' — RBB**

24 **COMPLAINT FOR INJUNCTIVE**
25 **RELIEF AND DAMAGES BASED**
26 **UPON:**

- 27 **1. False Designation Of Origin And False**
Description In Violation Of The
Lanham Act;
- 28 **2. Dilution Of Trademark In Violation Of**
The Lanham Act;
- 3. Dilution Of Trademark In Violation Of**
Cal. Bus. & Prof. Code Section 14245;
- 4. Untrue And Misleading Advertising In**
Violation Of Cal. Bus. & Prof. Code
Sections 17500 And 17535;
- 5. Unfair Competition In Violation Of**
Cal. Bus. & Prof. Code section 17200; and
- 6. Common Law Trademark Infringement.**

DEMAND FOR JURY TRIAL

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CP

1 Plaintiff, MRC GOLF, INC., by and through its attorneys of record, The Law Offices of
2 David S. Bristol, by David S. Bristol, and Worden Williams, APC, by Tracy R. Richmond,
3 alleges as follows:

4 **PARTIES**

5 1. Plaintiff, MRC GOLF, INC., aka Mitsubishi Rayon Company Golf, (hereinafter
6 referred to as "Plaintiff") was and is at all relevant times herein a corporation organized and
7 doing business under the laws of the State of California, with its principle place of business
8 located at 5441 Avenida Encinas, Suite B, Carlsbad, California 92008; and a wholly owned
9 subsidiary of Mitsubishi Rayon Co. LTD. Plaintiff is at all relevant times herein authorized to
10 use, enforce and defend the "Mitsubishi Rayon" name marks and designs.

11 2. Plaintiff is informed and believes and thereon alleges that Defendant, HIPPO
12 GOLF COMPANY, INC., (hereinafter referred to as "Defendant") at all times herein
13 represented itself to be a corporation duly organized and doing business under the laws of the
14 State of California with its principal place of business located at 2270 Cosmos Court, Suite 120,
15 Carlsbad, California 92011.

16 **JURISDICTION AND VENUE**

17 3. This action arises under the Trademark Act of 1946, 15 U.S.C. section 1051 et
18 seq., as amended (hereinafter referred to as the "Lanham Act"). This Court has subject matter
19 jurisdiction pursuant to 28 U.S.C. Sections 1331, 1338(a), and 15 U.S.C. Section 1121. This
20 Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. Sections
21 1367 and 1338(b).

22 4. This Court has personal jurisdiction over Defendant because Defendant conducts
23 business in interstate commerce in the United States and in this judicial district; the claims
24 alleged herein arise from Defendant's acts and/or omissions in the United States and in this
25 judicial district; Defendant has purposefully directed its activities to residents in the United
26 States and in this judicial district; and Defendant's acts and/or omissions have damaged Plaintiff
27 in the United States and in this judicial district. In addition, upon information and belief,
28

1 Defendant purports to be a California corporation with its principal place of business located at
2 2270 Cosmos Court, Suite 120, Carlsbad, California 92011.

3 5. Venue is proper in this judicial district pursuant to 28 U.S.C. Sections 1391 and
4 1400.

5 **PLAINTIFF'S WORLD RENOWNED NAME AND PRODUCTS**

6 6. For more than ten (10) years Plaintiff and/or its predecessors in interest, have
7 been engaged in the interstate and worldwide manufacture and sale of high quality federally
8 protected and trademarked golf club shafts including but not limited to the Diamana, Bassara,
9 Fubuki and Javlnfx series names, all of which, have been and are identified and branded with
10 Plaintiff's world renowned name "Mitsubishi Rayon." These high quality golf club shafts are
11 recognized throughout the world as being premier golf club shafts in the industry and are widely
12 used by the top professional golfers in the world.

13 7. Plaintiff invests a considerable portion of its multi-million dollar annual budget
14 in the advertisement and promotion of its high quality and well-known golf club shafts
15 throughout the United States and the world, having the general purchasing public as its target
16 market. For such purposes, Plaintiff carefully selects exclusive, highly trained and highly
17 profiled distributors in different territories throughout the United States and the world, to sell its
18 golf club shafts under its world renowned name "Mitsubishi Rayon."

19 8. As a result of the superior quality, distinctive and attractive designs of Plaintiff's
20 golf club shafts, all of which are identified and branded with Plaintiff's world renowned name
21 "Mitsubishi Rayon," Plaintiff has enjoyed enormous commercial success within the United and
22 throughout the world.

23 9. Further, as a result of the superior quality, distinctive and attractive designs of
24 Plaintiff's golf club shafts, Plaintiff has come to be known and recognized by the purchasing
25 public in the United States and throughout the world as having excellent-quality manufactured
26 goods originating from Plaintiff. Accordingly, the business and goodwill associated with
27 Plaintiff's name "Mitsubishi Rayon," are of incalculable value to Plaintiff.
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1 SportsChalet.com, Costco.com, Golferswarehouse.com, Shopwiki.com, BHMGolf.com,
2 Mortongolfsales.com, Golfalot.com, Golfjoy.com, Overstock.com, Onyxmdrewards.com,
3 Golfersavvy.com, PriceGrabber.com, Worldgolf.com, Readygolf.com, and Golf-Zona.com, all
4 of which wrongly and falsely advertise that Defendant has obtained for sale special proprietary
5 golf club shafts made by and/or containing material produced by Plaintiff for Defendant. On
6 information and belief, through these advertisements, and commercial contacts in California,
7 including this judicial district, and throughout the United States and the world, Defendant sells
8 golf club shafts to the public for profit.

9 13. For purposes of passing-off the above-described infringing golf club shafts,
10 bearing blatant imitations of Plaintiff's name, trademarks and designs, Defendant has used
11 Plaintiff's name, "Mitsubishi Rayon," in order to further prompt the unsuspecting consumer in
12 the belief that the imitations originate from Plaintiff.

13 14. The above-described inferior quality golf club shafts bearing infringing and
14 counterfeit reproductions of Plaintiff's name, "Mitsubishi Rayon," trademarks and designs are
15 also being sold and distributed by Defendant at prices considerably lower than those offered by
16 Plaintiff for its original trademarked golf club shafts.

17 15. Defendant is not licensed nor authorized by Plaintiff to manufacture, import,
18 distribute, offer for sale, or sell golf club shafts or any other merchandise bearing Plaintiff's
19 name, "Mitsubishi Rayon," trademarks or designs or any colorable or substantially
20 indistinguishable imitations thereof.

21 16. Defendant's involvement in such unauthorized activities has been willful and
22 deliberate, with full knowledge of the existence, and in total disregard of, Plaintiff's federally
23 protected intellectual property rights.

24 17. Defendant's activities have been intentionally addressed at attempting to palm off
25 and ride on Plaintiff's well established goodwill and commercial success and reputation of the
26 "Mitsubishi Rayon" name, trademarks and designs as actually used and marketed by Plaintiff.
27
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1 18. Defendant's use of colorable imitations of Plaintiff's name, "Mitsubishi Rayon,"
2 trademarks and designs are spurious marks likely to deceive and capable of and/or actually
3 causing confusion and/or mistake in the minds of the purchasing public, and particularly, falsely
4 creating the impression that the goods sold by Defendant are made, authorized, sponsored,
5 and/or approved by Plaintiff, when in fact, they are not.

6 19. Defendant's unauthorized use of the "Mitsubishi Rayon" name, trademarks, and
7 designs dilutes the importance of Plaintiff's world famous name, trademarks and designs and
8 severely and irreparably damages Plaintiff's outstanding commercial goodwill and reputation.

9 20. As a result of the above-described infringing and/or counterfeiting activities,
10 Defendant has generated substantial profits, to which they are not legally entitled.

11 21. As a result of the above-described infringing and/or counterfeiting activities on
12 the part of Defendant, Plaintiff has been irreparably damaged.

13 22. Unless Defendant is enjoined from further engaging in the infringing and/or
14 counterfeiting activities complained of herein, for which Plaintiff has already suffered
15 considerable and irreparable harm, Plaintiff will continue to suffer increased irreparable injury
16 to its goodwill, commercial reputation and decrease in sales of its well-known original products.

17 23. Plaintiff has no other adequate remedy at law or equity to preclude Defendant
18 from continuing its infringing and/or counterfeiting activities.

19 24. The damages suffered and being suffered by Plaintiff as a result of Defendant's
20 activities are presently incalculable, and, subject to a subsequent accounting include, but are not
21 limited to, three (3) times Plaintiff's losses, Defendant's profits, statutory damages, attorneys'
22 fees, costs and expenses.

23
24 **COUNT I**

25 **(For False Designation Of Origin And False Descriptions In Violation Of The Lanham Act**
26 **Section 43(a), 15 U.S.C. Section 1125(a))**

27 25. Plaintiff incorporates by reference and re-alleges each and every allegation
28 contained in Paragraphs 1 through 24, inclusive, as though set forth herein.

1 26. Defendant's use of Plaintiff's name "Mitsubishi Rayon," marks and/or designs on
2 Defendant's golf club shafts are counterfeit as defined by the Trademark Act of 1946, as
3 amended, 15 U.S.C. Section 1116 et seq., in that such use of Plaintiff's name "Mitsubishi
4 Rayon," marks and/or designs constitute spurious or substantially indistinguishable
5 reproductions of Plaintiff's federally registered trademarks for the identically goods, to those
6 which are sold or offered for sale by Defendant.

7 27. Defendant's illegal acts have been and are being committed with the purpose
8 and/or intent of appropriating and exploiting Plaintiff's name "Mitsubishi Rayon," marks,
9 designs, trademarks, well-established goodwill and commercial reputation, by "palming-off"
10 Defendant's products as those of Plaintiff.

11 28. Defendant, by selling its infringing and/or counterfeit products at prices far
12 below those of Plaintiff, have seriously damaged Plaintiff's commercial reputation and
13 goodwill, thereby decreasing the demand for Plaintiff's products, while also, seriously injuring
14 Plaintiff's reputation.

15 29. Defendant's unauthorized use in interstate commerce of the names, marks and/or
16 designs of Plaintiff's name "Mitsubishi Rayon," mark and/or designs in the commercial
17 advertising or promotion of Defendant's goods, is likely to cause and has caused confusion,
18 mistake, and/or deception as to the origin, sponsorship, or approval of Defendant's goods by
19 Plaintiff.

20 30. Defendant's unauthorized use in interstate commerce of the name, mark and/or
21 designs of Plaintiff's name "Mitsubishi Rayon," mark and/or designs in the commercial
22 advertising or promotion of Defendant's goods, is likely to cause and has caused confusion,
23 mistake, and/or deception as to the affiliation, connection, or association of Defendant with
24 Plaintiff.

25 31. Defendant has made false designation of origin, false or misleading descriptions
26 of fact, and/or false or misleading representations of fact, which are likely to cause and have
27 caused confusion, mistake, and/or deception as to the origin, sponsorship, or approval of
28

1 Defendant's goods by Plaintiff.

2 32. Defendant has made false designation of origin, false or misleading descriptions
3 of fact, and/or false or misleading representations of fact, which are likely to cause and have
4 caused confusion, mistake, and/or deception as to the affiliation, connection, or association of
5 Defendant with Plaintiff.

6 33. Defendant has made false designation of origin, false or misleading descriptions
7 of fact, and/or false or misleading representations of fact in commercial advertising or
8 promotion, which misrepresents the nature, characteristics, or qualities of Defendant's golf club
9 shafts.

10 34. Defendant's actions are likely to deceive, and upon information and belief, have
11 deceived consumers into the mistaken belief that the goods of Defendant are products of
12 Plaintiff and/or that Plaintiff and Defendant are in some way associated or affiliated with each
13 other, all to Plaintiff's substantial damage.

14 35. Defendant, through the advertising tactics set forth and referenced above, have
15 caused certain advertisements to be disseminated throughout the English speaking world, in golf
16 publications and on the Internet, concerning the sale of Defendant's golf club shafts to the
17 golfing public.

18 36. Defendant's advertisements, as attached hereto within Exhibit "1," and referenced
19 above, are likely to create and, upon information and belief, have created a likelihood of
20 confusion on the part of consumers of golf equipment. This confusion arises from Defendant's
21 use of trademarks incorporating Plaintiff's name "Mitsubishi Rayon," mark and/or designs, and
22 from Defendant's references in advertising that Plaintiff makes a special, exclusive golf shaft
23 just for Defendant's use within its golf clubs.

24 37. Upon information and belief, Defendant's advertisements and press releases for
25 its products which incorporate Plaintiff's name "Mitsubishi Rayon," mark and/or designs, were
26 intentionally designed and calculated by Defendant to create an association in the minds of
27 consumers between Defendant and Plaintiff. Upon information and belief, Defendant wanted
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1 potential purchasers to believe, erroneously, that Plaintiff endorsed and/or made Defendant's
2 golf club shafts or that Plaintiff has some connection or affiliation with Defendant.

3 38. Defendant's acts constitute unfair competition, false adverting, false designation
4 of origin, false or misleading descriptions of fact, and false or misleading representation of fact,
5 in violation of section 43(a) of the Lanham Act, 15 U.S.C. Section 1125(a).

6 39. As a direct and proximate result of Defendant's illegal activities, Plaintiff has
7 suffered and continues to suffer considerable financial and irreparable harm, and unless
8 Defendant is immediately precluded from continuing its wrongful acts, such harm, which is
9 already irreparable, will increase.

10 40. Defendant, through its illegal, infringing acts, has made substantial profits, to
11 which Defendant is not legally entitled.

12 41. Plaintiff has no adequate remedy at law to preclude Defendant from continuing
13 its willful infringing activities.

14 42. Plaintiff further has suffered and will continue to suffer substantial damages by
15 reason of Defendant's acts as alleged above, and Plaintiff is entitled to also recover from
16 Defendant the damages sustained as a result of Defendant's acts.

17 **COUNT II**

18 **(For Trademark Dilution In Violation Of Lanham Act Section 43(c), 15 U.S. C. Section**
19 **1125(c))**

20 43. Plaintiff incorporates by reference and re-alleges each and every allegation
21 contained in Paragraphs 1 through 42, inclusive, as though set forth herein.

22 44. Defendant's use in commerce of Plaintiff's world renowned name "Mitsubishi
23 Rayon," mark and/or designs in connection with the promotion, advertising and offering of
24 Defendant's goods for sale, which use began after Plaintiff's name, "Mitsubishi Rayon," mark
25 and/or designs had become famous trademarks, has caused the dilution of the distinctive quality
26 of Plaintiff's name, "Mitsubishi Rayon," mark and/or designs.

27 45. Defendant's use of Plaintiff's world famous name, "Mitsubishi Rayon," mark
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1 and/or designs, constitutes dilution under section 43(c) of the Lanham Act, 15 U.S.C. Section
2 1125(c).

3 46. As a direct and proximate result of Defendant's illegal activities, Plaintiff has
4 suffered and continues to suffer considerable financial and irreparable harm, and unless
5 Defendant is immediately precluded from continuing its wrongful acts, such harm, which is
6 already irreparable, will increase.

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8 47. Defendant, through its illegal, infringing acts, has made substantial profits, to
9 which Defendant is not legally entitled.

10 48. Plaintiff has no adequate remedy at law to preclude Defendant from continuing
11 its willful infringing activities.

12 49. Plaintiff further has suffered and will continue to suffer substantial damages by
13 reason of Defendant's acts as alleged above, and Plaintiff is entitled to also recover from
14 Defendant the damages sustained as a result of Defendant's acts.

15 **COUNT III**

16 **(For Trademark Dilution In Violation Of California Business And Professions Code**
17 **Section 14245, et seq.)**

18 50. Plaintiff incorporates by reference and re-alleges each and every allegation
19 contained in Paragraphs 1 through 49, inclusive, as though set forth herein.

20 51. Defendant's use of Plaintiff's name "Mitsubishi Rayon," mark and/or designs, in
21 the promotion, marketing, and offering of Defendant's goods for sale is likely to cause and has
22 caused injury to the business reputation and/or dilution of the distinctive quality associated with
23 Plaintiff's name "Mitsubishi Rayon," mark and/or designs.

24 52. Defendant's actions constitute a violation of California Business and Professions
25 Code Section 14245, et seq.

26 53. As a direct and proximate result of Defendant's illegal activities, Plaintiff has
27 suffered and continues to suffer considerable financial and irreparable harm, and unless
28 Defendant is immediately precluded from continuing its wrongful acts, such harm, which is

1 already irreparable, will increase.

2 54. Defendant, through its illegal, infringing acts, has made substantial profits, to
3 which Defendant is not legally entitled.

4 55. Plaintiff has no adequate remedy at law to preclude Defendant from continuing
5 its willful infringing activities.

6 56. Plaintiff further has suffered and will continue to suffer substantial damages by
7 reason of Defendant's acts as alleged above, and Plaintiff is entitled to also recover from
8 Defendant the damages sustained as a result of Defendant's acts.

9 **COUNT IV**

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11 **(For Untrue And Misleading Advertising In Violation Of California Business And
12 Professions Code Sections 17500 And 17535)**

13 57. Plaintiff incorporates by reference each and every allegation contained in
14 Paragraphs 1 through 56, inclusive, as though set forth herein.

15 58. Defendant's use of Plaintiff's name, "Mitsubishi Rayon," marks and/or designs in
16 any advertising device, or by any other means whatsoever, including over the Internet,
17 constitutes advertising done with the intent to directly or indirectly induce the public to enter
18 into business transactions with Defendant regarding Defendant's goods.

19 59. Defendant's use of Plaintiff's name, "Mitsubishi Rayon," marks and/or designs in
20 advertising has caused, and is likely to continue to cause, confusion and mistake, and to deceive
21 as to the affiliation, connection or association of Defendant and Plaintiff, and as to the origin,
22 sponsorship, or approval of Defendant's goods by Plaintiff, all to Plaintiff's harm.

23 60. In making and disseminating advertising and promotional materials as alleged
24 herein, Defendant knew, or by the exercise of reasonable care should have known, that the
25 statements were untrue and/or misleading and so acted in violation of California Business and
26 Professions Code Sections 17500 and/or 17535.

27 61. As a direct and proximate result of Defendant's illegal activities, Plaintiff has
28 suffered and continues to suffer considerable financial and irreparable harm, and unless

1 Defendant is immediately precluded from continuing its wrongful acts, such harm, which is
2 already irreparable, will increase.

3 **COUNT V**

4 **(For Unfair Competition In Violation Of California Business And Professions Code**
5 **Section 17200 et seq.)**

6 62. Plaintiff incorporates by reference each and every allegation contained in
7 Paragraphs 1 through 61, inclusive, as though set forth herein.

8 63. Defendant's unlawful, unfair, and/or fraudulent misappropriation of Plaintiff's
9 name, "Mitsubishi Rayon," marks and/or designs constitutes an ongoing pattern of unlawful,
10 unfair and fraudulent business practices and conduct in violation of California common and
11 statutory law.

12 64. Defendant's actions in California constitute unfair competition in violation of
13 California Business and Professions Code Section 17200 et seq.

14 65. As a direct and proximate result of Defendant's illegal activities, Plaintiff has
15 suffered and continues to suffer considerable financial and irreparable harm, and unless
16 Defendant is immediately precluded from continuing its wrongful acts, such harm, which is
17 already irreparable, will increase.
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19 **COUNT VI**

20 **(For Common Law Trademark Infringement)**

21 66. Plaintiff incorporates by reference each and every allegation contained in
22 Paragraphs 1 through 65, inclusive, as though set forth herein.

23 67. Defendant's unauthorized use of Plaintiff's name, "Mitsubishi Rayon," marks
24 and/or designs in interstate commerce and in the State of California in connection with the
25 promotion and offering of Defendant's goods for sale constitutes a false designation of origin, a
26 false and/or misleading description of fact, and/or a false or misleading representation of fact,
27 which constitutes an infringement in Plaintiff's trademark rights in and to its name, mark and/or
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1 designs, and is likely to cause, and upon information and belief has actually caused, confusion,
2 and mistake, and/or deception as to the affiliation, connection, or association of Defendant and
3 Plaintiff, and/or as to the origin, sponsorship, or approval of Defendant's goods by Plaintiff.

4 68. As a direct and proximate result of Defendant's illegal activities, Plaintiff has
5 suffered and continues to suffer considerable financial and irreparable harm, and unless
6 Defendant is immediately precluded from continuing its wrongful acts, such harm, which is
7 already irreparable, will increase.

8 69. Plaintiff has suffered and will continue to suffer substantial damages by reason
9 of Defendant's acts as alleged above, and Plaintiff is entitled to recover from Defendant the
10 damages sustained as a result of Defendant's acts.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for judgment as follows:

13 1. An ex parte seizure order or other immediate temporary injunctive or attachment
14 orders be issued enjoining Defendant, its agents, servants and employees, and all persons acting
15 with, by or through or under their direction;

16 (a) From using any of the trademarks of Plaintiff, or Plaintiff's name,
17 "Mitsubishi Rayon,," mark and/or designs which are confusingly similar or substantially
18 indistinguishable thereto in connection with the sale of any goods or products of the same
19 descriptive qualities as those of Plaintiff;

20 (b) From committing any acts which may cause purchasers to believe that
21 Defendant or the products of Defendant is selling are sponsored or authorized by, or in any way
22 associated with Plaintiff.;

23 (c) From selling, passing off or inducing or enabling others to sell or pass off
24 any products as products produced by Plaintiff, which products are not Plaintiff's or are not
25 produced under the control and supervision of and approved by Plaintiff;

26 (d) From infringing Plaintiff's registered trademarks;

27 (e) From causing the likelihood of confusion, injury to business reputation,
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1 or dilution of the distinctiveness of Plaintiff's name, "Mitsubishi Rayon," marks, designs,
2 symbols, labels, or forms of advertisement; and

3 (f) From committing trademark infringement, trademark dilution, false
4 advertising, false designation of origin, false descriptions, unfair competition, and/or any other
5 act or making any other statement that infringes upon Plaintiff's name, "Mitsubishi Rayon,"
6 marks and/or designs or that constitutes an act of trademark infringement, trademark dilution,
7 false advertising, false designation of origin, false descriptions, or unfair competition under
8 federal law, common law, or the laws of the State of California.

9 2. Defendant be required forthwith to deliver up to Plaintiff any and all products
10 and related materials, equipment and documents in Defendant's possession or under Defendant's
11 control, bearing Plaintiff's name, "Mitsubishi Rayon," marks and/or designs and any infringing
12 and/or counterfeit mark of Plaintiff, and/or a confusingly similar imitation of Plaintiff's
13 trademarks alone, or in combination with any other word or words, design or designs, for
14 destruction or other disposal as Plaintiff deems appropriate, and that Defendant be required to
15 allow the U.S. Marshal, or other qualified law enforcement officers or one or more of their
16 deputies, and/or other authorized persons assisted by one or more attorneys or agents of
17 Plaintiff, to reasonably search for, photographs, inventory, and to segregate and seal in boxes,
18 any and all infringing and counterfeit goods bearing Plaintiff's name, "Mitsubishi Rayon," mark
19 and/or designs, and to deliver and make available said boxes to this Court at a hearing for
20 determining the propriety of such ex parte equitable remedies and the issuance of a preliminary
21 injunction;

22 3. That Defendant be required to supply Plaintiff with a complete list of entities
23 from whom Defendant purchased and/or to whom Defendant has distributed and/or sold
24 products falsely bearing the infringing, counterfeit, and/or colorable imitation of Plaintiff's
25 name, "Mitsubishi Rayon," mark and/or designs;

26 4. That Defendant be required to, within thirty (30) days from service of an Order,
27 submit to Plaintiff a detailed accounting of all sales of products bearing the infringing,
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1 counterfeit, and/or colorable imitation of Plaintiff's name, "Mitsubishi Rayon," mark and/or
2 designs;

3 5. That Defendant be required to publish clarifying statements that Defendant is not
4 associated in any way with Plaintiff and that Defendant's products are not "Mitsubishi Rayon"
5 products nor does Plaintiff endorse Defendant's products;

6 6. That Defendant be required to account for and pay over to Plaintiff, Defendant's
7 profits and all damages sustained by Plaintiff due to Defendant's misuse of Plaintiff's name,
8 "Mitsubishi Rayon," mark and/or designs;

9 7. That Defendant be required to pay over to Plaintiff treble the amount of damages
10 sustained by Plaintiff pursuant to 15 U.S.C. Section 1117;

11 8. That Defendant be required to pay Plaintiff's attorneys' fees, costs and expenses
12 pursuant to 15 U.S.C. Section 1117;

13 9. That Defendant be required to pay compensatory damages suffered by Plaintiff
14 according to proof;

15 10. That Defendant be required to pay punitive damages in an amount sufficient to
16 deter and punish Defendant pursuant to applicable law;

17 11. That Defendant be required to pay interest on the compensatory damages
18 suffered by Plaintiff at the highest rate allowed by law;

19 12. That Defendant be required to pay the costs of suit incurred herein by Plaintiff;
20 and

21 13. Such other relief as the Court may deem just and proper in this matter.
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all issues triable by jury.

DATED: February 11, 2009

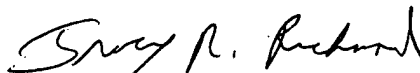
THE LAW OFFICES OF DAVID S. BRISTOL



DAVID S. BRISTOL, Attorney for Plaintiff, MRC GOLF, INC.

DATED: February 11, 2009

WORDEN WILLIAMS, APC



TRACY R. RICHMOND, Attorney for Plaintiff, MRC GOLF, INC.

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VERIFICATION

I, HIKARU SHIRAISHI, am the Vice President and Chief Operating Officer for the Plaintiff in the above-entitled action and I have been authorized to make this verification on Plaintiff's behalf. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged upon information and belief, and as to those matters, I believe them to be true.

I, HIKARU SHIRAISHI, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: February 11, 2009



HIKARU SHIRAISHI