

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

BLUETOOTH SIG, INC., a Delaware
corporation,

Plaintiff,

v.

FCA US, LLC, a Delaware limited liability
company,

Defendant.

Case No. _____

COMPLAINT FOR:

**(1) FEDERAL TRADEMARK INFRINGEMENT
UNDER 15 U.S.C. § 1114;**

**(2) FEDERAL TRADEMARK COUNTERFEITING
UNDER 15 U.S.C. § 1114;**

**(3) FEDERAL TRADEMARK INFRINGEMENT,
UNFAIR COMPETITION, AND FALSE
DESIGNATION OF ORIGIN UNDER 15 U.S.C.
§ 1125(a);**

**(4) FEDERAL TRADEMARK DILUTION UNDER
15 U.S.C. § 1125(c);**

**(5) COMMON LAW TRADEMARK
INFRINGEMENT, UNFAIR COMPETITION, AND
PASSING OFF;**

**(6) VIOLATIONS OF WASHINGTON CONSUMER
PROTECTION ACT, RCW Ch. 19.86; AND**

**(7) TRADEMARK DILUTION UNDER RCW
19.77.160**

JURY DEMAND

1 Plaintiff Bluetooth SIG, Inc. (hereinafter the “SIG” or “Plaintiff”) complains and alleges
2 against FCA US, LLC f/k/a Chrysler Group LLC (“FCA” or “Defendant”) as follows.

3 **INTRODUCTION**

4 1. The SIG, a leading facilitator and champion of wireless technology development
5 and implementation, is the exclusive owner of the world-famous BLUETOOTH, BLUETOOTH
6 & B Design, and “B Design” trademarks (referred to herein collectively as the “BLUETOOTH
7 Marks”).

8 2. To date, the SIG has granted licenses to use the BLUETOOTH Marks to more than
9 34,000 member companies.

10 3. Since as early as 1998, the SIG and its licensees have consistently used the
11 distinctive BLUETOOTH Marks to identify the SIG’s proprietary brand of wireless technology.
12 As a result of these efforts, millions of consumers worldwide have come to recognize the
13 BLUETOOTH Marks as an indication of reliable, compatible, and high-quality wireless
14 technology. The SIG carefully monitors the use of its BLUETOOTH Marks in connection with
15 various goods and services to ensure that the underlying technology is consistent with the SIG’s
16 high standards for quality and performance. In short, the SIG helps consumers identify products
17 and services that embody reliable wireless technology by certifying that those goods and/or
18 services qualify to be branded with the BLUETOOTH Marks.

19 4. Defendant is a North American automotive vehicle manufacturer of brands such as
20 Fiat, Chrysler, Dodge, Jeep, and Ram. Defendant markets and offers a number of its automotive
21 brands as featuring BLUETOOTH wireless technology. Defendant, however, maintains that it is
22 not a licensed member of the SIG and its automobiles have not passed the Bluetooth Qualification
23 Process (“BQP”), which all authorized licensees are required to comply with before using the
24 BLUETOOTH Marks with products. Defendant seeks a free ride on the coattails of the SIG’s
25 valuable goodwill in the BLUETOOTH Marks without paying requisite product declaration fees
26 or assisting the SIG in confirming that the FCA products advertised as featuring BLUETOOTH

1 technology actually satisfy the standards required for obtaining such a certification. Defendant's
2 infringing activities therefore usurp the goodwill engendered by the BLUETOOTH Marks and
3 defraud the consuming public.

4 5. For these reasons, Plaintiff brings this action against Defendant seeking the relief
5 set forth below.

6 **THE PARTIES**

7 6. The SIG is a Delaware corporation with an address of 5209 Lake Washington
8 Boulevard NE, Suite 350, Kirkland, Washington 98033.

9 7. Defendant FCA US, LLC, is a Delaware limited liability company with an address
10 of 1000 Chrysler Drive, Auburn Hills, Michigan 48326.

11 **JURISDICTION AND VENUE**

12 8. This action arises under the federal trademark statute (the "Lanham Act"), 15
13 U.S.C. §1051, *et seq.*, and under the laws of the state of Washington.

14 9. This court has original jurisdiction over the federal trademark and unfair
15 competition claims pursuant to 15 U.S.C. §§ 1114, 1121, 1125 and 28 U.S.C. §§ 1331 and 1338.

16 10. Supplemental jurisdiction is proper for the state law claims under 28 U.S.C.
17 § 1367(a) because the claims are so related to the federal claims that they form part of the same
18 case or controversy under Article III of the United States Constitution.

19 11. This Court has personal jurisdiction over Defendant because the Washington long
20 arm statute reaches Defendant pursuant to RCW 4.28.185(a)–(c), as (i) Defendant transacts
21 business within this state; (ii) Defendant caused tortious injury to Plaintiff in the state of
22 Washington in this judicial district; (iii) Defendant or its affiliates own or use property in this state;
23 (iv) the causes of action asserted in this Complaint arise out of Defendant's contacts with the state
24 of Washington and this judicial district; and (v) Defendant has sufficient minimum contacts with
25 Washington through its business and activities offered or conducted in the state of Washington
26

1 such that the maintenance of this suit does not offend traditional notions of fair play and substantial
2 justice.

3 12. Venue is proper in this Court under 28 U.S.C. § 1391(b) because: (i) Defendant's
4 tortious conduct has occurred in this judicial district; (ii) a substantial part of the events or
5 omissions giving rise to the claim occurred in this district; and (iii) Defendant's tortious conduct
6 has caused and will continue to cause injury in this judicial district.

7 **FACTUAL BACKGROUND**

8 **PLAINTIFF AND THE BLUETOOTH MARKS**

9 13. Proprietary BLUETOOTH wireless technology revolutionized the world of
10 electronic communications—in fact, there are *billions* of BLUETOOTH branded devices currently
11 in the market today. (**Exhibit A.**) The outstanding performance and reliability of BLUETOOTH
12 technology have made it the gold standard for wireless technology and the goodwill engendered
13 therefrom is embodied in the BLUETOOTH Marks.

14 14. The SIG oversees, among other things, the development of and compliance with
15 technological standards for products and services incorporating BLUETOOTH wireless
16 technology. The SIG publishes specifications and manages the BQP, which helps ensure that
17 BLUETOOTH-branded products are compatible with each other and meet quality standards.

18 15. A company that wishes to incorporate the SIG's intellectual property must first
19 become a member of the SIG and execute a number of membership agreements including, but not
20 limited to, the Bluetooth Trademark License Agreement ("BTLA"). (**Exhibit B.**)

21 16. The BTLA grants qualifying members a limited license to use the BLUETOOTH
22 Marks in connection with products deemed compliant pursuant to the BQP.

23 17. Compliance with the BQP is a two-step process; authorized members must
24 complete both qualification and declaration processes.

18. The qualification process includes testing of the product's BLUETOOTH components to ensure that the member's respective product complies with the SIG's detailed specifications.


19. The declaration process requires the member to list its end product incorporating BLUETOOTH wireless technology in the SIG's database. Declaration of such products provides the SIG with assurance that end products being sold to consumers contain tested, legitimate, and unaltered BLUETOOTH components. The declaration process also gives the SIG a means to exercise quality control over the products that bear its valuable BLUETOOTH brand.

20. The SIG and its more than 34,000 member companies have invested a substantial amount of time, money, and resources in developing and providing wireless technology under the BLUETOOTH Marks. The SIG permits only its licensed members to use the BLUETOOTH Marks in connection with the manufacture, marketing, sale, and distribution of products and services incorporating and relating to BLUETOOTH wireless technology. As a result of these efforts, the BLUETOOTH Marks signify the substantial and valuable goodwill of the SIG and are some of the world's most distinctive and widely recognized marks today.

21. To protect its famous brand, and to place the public on notice of its trademark rights, the SIG secured and owns multiple trademark registrations for its BLUETOOTH Marks, including:

- **BLUETOOTH**, incontestable U.S. Trademark Registration No. 2,909,356, issued December 14, 2004, in connection with "telecommunication equipment, computer communication equipment, including radio modems" in Class A and "telecommunication services; computer communication services" in Class B;



- , incontestable U.S. Trademark Registration No. 2,911,905, issued December 21, 2004, in connection with "machines and machine tools; machine coupling and transmission components; control mechanisms for machines, cranes, valves, electric kitchen machines, dishwashers, washing machines; scientific, nautical, surveying, electric photographic, cinematographic, optical, weighing, measuring, signaling, checking, life-saving and teaching apparatus and instruments; apparatus for

recording, transmission or reproduction of sound, images or light; apparatus and instruments for data communication and telecommunication; data processing equipment, computers, computer programs, interfaces, modems and peripheral equipment; narrow band and broad band apparatus; base stations, television apparatus; amusement apparatus adapted for use with television receivers; games adapted for use with television receivers; videorecorders, anti-theft warning apparatus, sound alarms, electric armatures, cameras, detectors, distance measuring and recording apparatus; electric door closers, openers and locks; electric installations for remote control of industrial operations; remote control apparatus; electronic pens; pressure indicators, radios, transmitters, receivers, scales, signaling panels, telephone apparatus, testing apparatus, thermostats, time recording apparatus, time switches; surgical, medical, dental and veterinary apparatus and instruments; blood testing apparatus, physical exercise apparatus; hearing aids for deaf; apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes; air conditioning apparatus, air conditioning installations, air cooling apparatus, air deodorizing apparatus, heating apparatus, refrigerators; refrigerating apparatus, machines, appliances and installations; vehicles; apparatus for locomotion by land, air or water; anti-theft alarms and devices for vehicles; automobiles, bicycles, boats, cars, electric vehicles, golf carts, mopeds, motor buses, motor cars, motorcycles, omnibuses, yachts; stationary, periodicals, manuals, brochures, business cards, albums, almanacs, booklets, books, greeting cards, handbooks, magazines, post cards, posters, publications, instructional and teaching material; paper, cardboard and goods made from these materials; bookbinding material; advertisement boards of paper or cardboard; bags, computer programs, pens, school supplies; games and playthings; gymnastics and sporting articles; machines for physical exercise; exercise bicycles, model vehicles, toys, mobiles (toys)” in Class A; and “telecommunication services; communications by computer terminals, telephone, electronic mail, paging services; computer aided transmission of messages and images; information about telecommunication; education, providing of training, conferences, seminars, congresses, correspondence courses, all within the data communication area, and telecommunication areas; consultancy services within the data communication area, satellite communication area and telecommunication area; basic research within physics, chemistry and engineering; services relating to data communication techniques, computer programming; customer services, namely, technical analysis and consultation, computer diagnostic services, remote and/or on-site monitor of computer systems” in Class B; and



- , incontestable U.S. Trademark Registration No. 3,389,311, issued February 26, 2008, in connection with “apparatus for recording, transmission or reproduction of sound, images, and light, namely, video recorders, radio receivers, still cameras, video cameras, transceivers, radio and television transmitters, sound encoders and decoders, video encoders and decoders, radio frequency baseband processors and modems;

apparatus and instruments for data communication, satellite communication and telecommunication, namely, telephone, satellite, and radio receivers, transmitters and telephone headsets; computer hardware; computer programs for wireless communication; computer interfaces, modems and peripheral equipment, comprised of printers, mice, monitors, keyboards, and dongle cables; telephone base stations; television apparatus, namely, screens, tuners, and receivers; electronic amusement apparatus adapted for use with television receivers; games adapted for use with television receivers, namely, computer games, computer video games, game consoles and joy sticks; electronic installations for the remote control of industrial operations, namely, computers, central processing units, computer keyboards, printers for use with computers, control panels, monitors, electronic pens; protective helmets; electronic radios; transmitters; telephone apparatus, namely, handsets, base stations and receivers; transmitters; time recording apparatus, namely, clocks, watches” in Class 9; “surgical implants; thermometers for medical purposes; testing apparatus, namely, blood testing devices, blood pressure monitors, breath gas analyzers; heart monitors; hemo-dialysis apparatus; wireless networks for medical and orthopedic systems and instruments; artificial limbs; hearing aids for the deaf” in Class 10; “motor cars” in Class 12; “printed matter, namely, booklets, handbooks, posters, books, periodicals, manuals, brochures, magazines and publications in the nature of instructional and teaching materials, all in the field of telecommunications and radio communications; paper, cardboard and goods made from these materials, namely, manuals” in Class 16; “games and playthings, namely, action skill games” in Class 28; “telecommunication services, namely, short-range radio communications, and personal area network communications; cellular telephone communication services; communications by computer terminals, namely, electronic transmission of data and documents via computer terminals, communication by telephone, electronic mail services and paging services; computer aided transmission of messages and images; providing information about telecommunications goods and services” in Class 38; “custom construction of telecommunications equipment to the order and specification of others” in Class 40; “educational services, namely, conducting classes, seminars, conferences, correspondence courses, workshops and training in the fields of data communications, personal area network communications, and telecommunications” in Class 41; and “technical consultation in the field of data communications, personal area network communications, and telecommunications; basic research in the field of physics, and engineering; computer programming services for others; customer services, namely, providing technical assistance and consultation, computer diagnostic services, remote and on-site monitoring of computer systems” in Class 42.

22. True and accurate copies of the aforementioned trademark registrations are attached hereto as **Exhibit C**. In addition to these federally registered marks, the SIG owns common law rights in the BLUETOOTH Marks.

23. The BLUETOOTH Marks have been extensively advertised and promoted in various media in the United States, including online through the BLUETOOTH website (<https://www.bluetooth.com>) and social media sites such as Facebook.

24. The SIG's BLUETOOTH Marks are distinctive and well-known.

25. The BLUETOOTH Marks function as an indication of source and compatibility by virtue of their long use, extensive promotion, and distinctiveness.

26. The SIG, through its numerous licensees, has marketed and offered its wireless technology in U.S. commerce under the BLUETOOTH Marks since at least as early as May of 2000.

27. By virtue of its use and federal registrations, the SIG has the exclusive right to use the BLUETOOTH Marks, as well as any marks confusingly similar thereto, in commerce in connection with wireless technology services.

28. The SIG's BLUETOOTH Marks have become famous within the meaning of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c) and are entitled to the widest scope of protection under federal and state anti-dilution laws.

DEFENDANT'S UNAUTHORIZED USE AND INFRINGEMENT OF THE BLUETOOTH MARKS

29. Defendant, formerly known as Chrysler Group LLC, is a North American automaker and member of the Fiat Chrysler Automobiles N.V. ("FCA") family of companies and purports to be the seventh largest automaker in the world based on total annual vehicle sales. Defendant designs, engineers, manufactures, and sells vehicles under the Chrysler, Jeep, Dodge, Ram, and Fiat brands.

30. Upon information and belief, Defendant purchases various electronic components from a number of different suppliers, including Alpine, Continental Automotive Systems, Delphi Corporation, Harman International, Panasonic Corporation, and Peiker Acoustic Gmbh & Co KG.

31. Each of these suppliers manufactures or produces various radio and communications equipment incorporating BLUETOOTH wireless technology. Each supplier has completed the BQP by undergoing the necessary qualification and declaration processes.

32. To keep track of the authorized components and completed declarations, the SIG assigns each component and declaration a unique number. The components are assigned Qualified Design Identification numbers (“QDIDs”) whereas the completed declarations are assigned a “Declaration ID” number.

33. Upon information and belief, Defendant has installed or integrated the following electronic devices into its automobiles:

<u>Supplier</u>	<u>Declaration ID</u>	<u>QDID</u>
Alpine	B019815	39400
Alpine	B021554	49775
Continental Automotive Systems	D022937	24644,30846
Continental Automotive Systems	B020072	41715
Delphi Corporation	D034699	30846, 84996
Delphi Corporation	D033533	30846, 68590
Harman International	B020208	41719
Harman International	D021427	55112
Panasonic Corporation	D033660	80419, 89517
Panasonic Corporation	D030115	80419
Peiker Acoustic GmbH & Co KG	B016408	23602

True and accurate screenshots of the publicly available Declaration Details for the aforementioned products are attached hereto as **Exhibit D** (these third-party electronic components are collectively referred to hereinafter as the “Third Party Components”).

34. Defendant has installed one or more of the Third Party Components into at least the following vehicle models: Alfa 4C, Fiat 500X, Fiat 500, Fiat 500L, Fiat 124 Spider, Jeep Compass, Jeep Renegade, Ram Promaster City, Ram Promaster, Ram 1500, Dodge Challenger, Dodge Charger, Jeep Grand Cherokee, Dodge Durango, Chrysler Pacifica, Jeep Wrangler, Jeep Cherokee, Chrysler 300, Ram 3500, and Dodge Grand Caravan.

35. Upon information and belief, Defendant does not resell the Third Party Components separately or apart from its vehicles.

36. Upon information and belief, Defendant installs the Third Party Components into its vehicles, and advertises them as part of Defendant's "Uconnect system." According to Defendant's website, "Uconnect is the award-winning connected vehicle platform that is built into Chrysler, Dodge, Jeep, Ram and FIAT Brand vehicles. It delivers available advanced connectivity, entertainment, navigation and communication features that are as powerful as they are easy to use." A true and accurate screenshot from Defendant's website (<https://www.driveuconnect.com/>) is copied below.



37. In addition to allegedly incorporating genuine BLUETOOTH technology, the Uconnect system allows users to find vehicles, start cars, search for points of interest, navigate directions, access Wi-Fi, and receive notices of vehicle health and reports. (**Exhibit E.**)

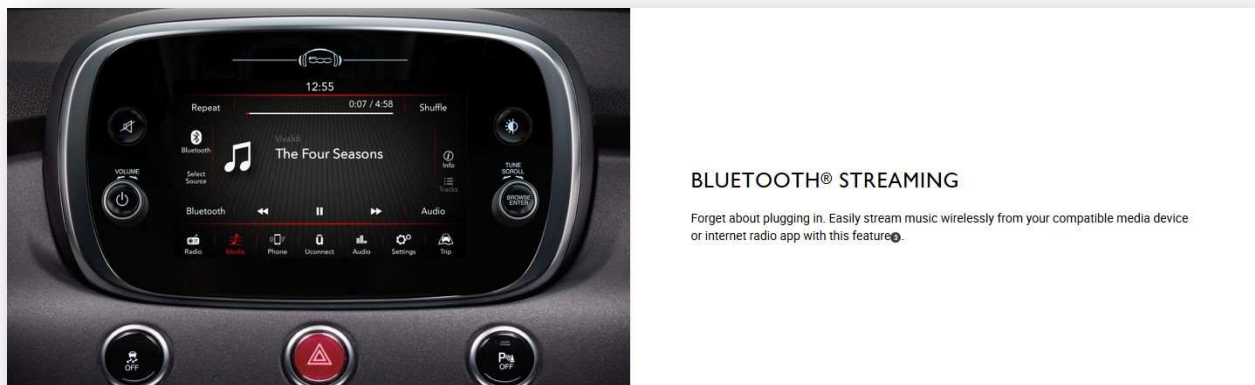
38. While the Third Party Components have already been certified by the SIG, it cannot verify that the components properly function when incorporated into Defendant's vehicles. Likewise, the SIG cannot verify that the additional features of the Uconnect system do not alter or inhibit the Third Party Components or otherwise negatively impact the wireless technology contained therein.

39. Defendant materially alters the Third Party Components by incorporating the devices into Defendant's Uconnect system. To state the obvious, selling an electronic radio module is not equivalent to selling a car.

40. In approximately the fall of 2017, the SIG became aware that Defendant was advertising and selling numerous brands of automobiles optioned with electronic equipment having BLUETOOTH technology capability without authorization from the SIG or compliance with the BTLA.

41. Upon further investigation, the SIG learned that Defendant was using the BLUETOOTH Marks throughout its website and on its in-vehicle displays and related user documentation to promote, sell, and brand its Uconnect system for several FCA vehicle brands.

FIAT



FIAT 500 POP

1.4L I6V MultiAir® I-4 — 101 hp/97 lb-ft of Torque
 with 5-speed Manual or Available 6-speed Automatic
 15-inch Tech Silver Aluminum Wheels
 Premium Cloth Bucket Seats
 Leather-wrapped Steering Wheel with Audio Controls
 Premium 7-inch Cluster Display
 FIAT Premium Audio System
 Uconnect® 5-inch Touchscreen Radio with Integrated
 Voice Command[®]* and Bluetooth[®]
 Tire Pressure Monitoring System
 Cabrio Retractable Soft Top — Available

**500 POP****FIAT 500 LOUNGE****JEEP****UCONNECT® 4 WITH 7-INCH TOUCHSCREEN**

This system features a 7-inch touchscreen, AM/FM/HD Radio™, Bluetooth® Streaming Audio, Voice Command, SiriusXM® Satellite RadioSM, Android Auto™SM, Apple Carplay® supportSM and more.

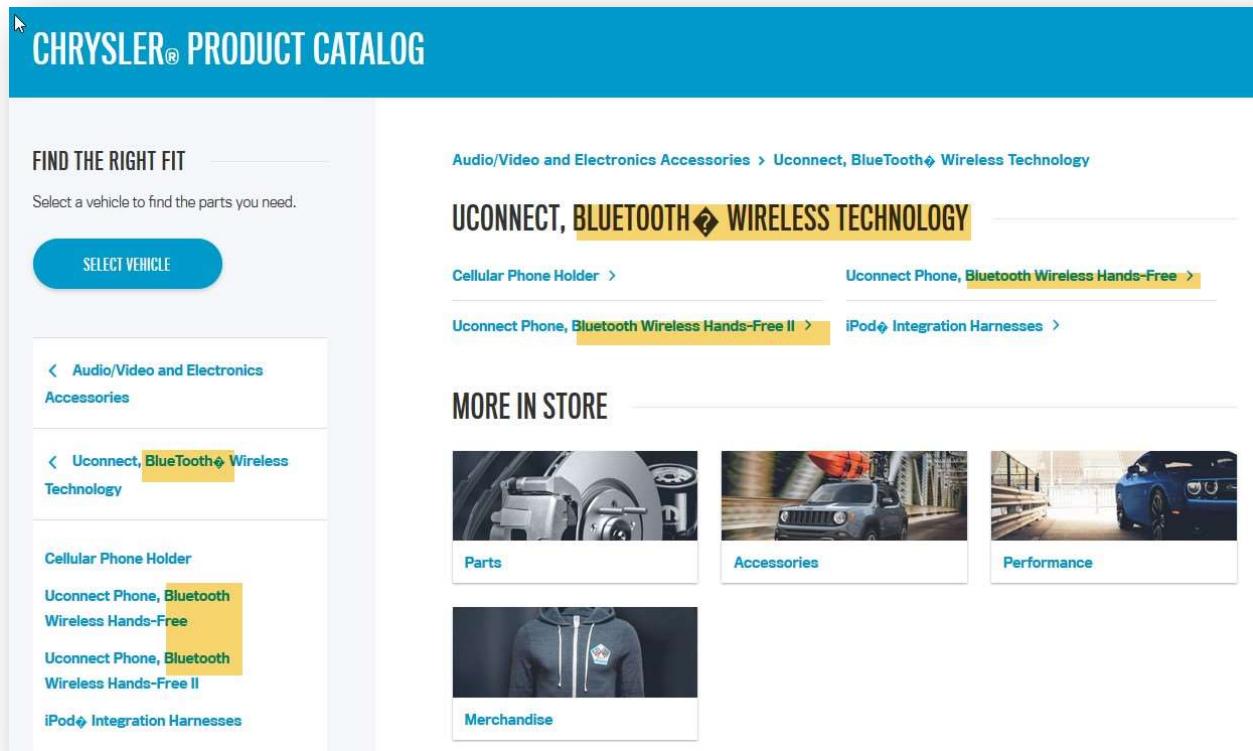
DRIVETRAIN

4x2 ☒ 4x4

Feature Availability

Uconnect® 4 is available on the following Grand Cherokee Model(s):

MODEL	AVAILABILITY
LAREDO	STANDARD
LAREDO E	STANDARD
ALTITUDE	NOT AVAILABLE
LIMITED	STANDARD

CHRYSLER

42. In a letter dated September 15, 2017, and emails dated October 27 and November 12, 2017, the SIG contacted Defendant about its use of the BLUETOOTH Marks without authorization from the SIG or adherence to the terms of the BTLA. Because Defendant does not merely resell Third Party Components, the SIG requested that Defendant, in compliance with the BTLA, complete the BQP for the vehicles (or other end products) that incorporate the Third Party Components. In response, Defendant denied being a member of the SIG and refused to complete the BQP for its end products.

43. Defendant's use of the BLUETOOTH Marks in connection with its Uconnect system represents to consumers that its BLUETOOTH-enabled devices will properly function and communicate with Defendant's vehicles and related systems. Defendant therefore derives an unauthorized and unlicensed benefit from its use of the BLUETOOTH Marks given the widespread

1 use and acceptance of the BLUETOOTH wireless technology and increased likelihood that
2 customers will opt for Defendant's vehicle entertainment packages featuring BLUETOOTH
3 capability.

4 44. When encountering Defendant's marketing materials, in-vehicle displays, and user
5 manuals, consumers will believe, mistakenly, that Defendant's vehicles incorporate and feature
6 genuine, qualified BLUETOOTH wireless technology. In fact, Defendant's use is unlicensed and
7 unauthorized.

8 45. Moreover, the SIG cannot certify that the wireless technology will function
9 properly in Defendant's Uconnect systems. Consumers have come to rely on the BLUETOOTH
10 Marks as a certification that various wireless devices will be compatible with one another.
11 Therefore, Defendant's unauthorized use of the BLUETOOTH Marks is misleading and is likely
12 to confuse consumers into believing that Defendant's Uconnect system is authorized by, sponsored
13 by, or otherwise affiliated with or approved by the SIG.

14 46. When consumers encounter Defendant's advertisements for its Unconnect system,
15 they are likely to believe that *Defendant's vehicles* are compatible with BLUETOOTH wireless
16 technology. Defendant uses the BLUETOOTH Marks, not to identify that the Third Party
17 Components were once certified by the SIG, but rather to falsely indicate that Defendant's
18 Uconnect systems and vehicles are compatible with BLUETOOTH enabled devices. For example,
19 while a consumer may ask, "is the Jeep Cherokee Bluetooth enabled," the consumer is unlikely to
20 ask, "were the components from third party suppliers certified as being compatible with Bluetooth
21 technology?"

22 47. Defendant's infringing use of the BLUETOOTH Marks is knowing and willful and
23 is likely to cause confusion, mistake, or deception in the marketplace as to the source or origin of
24 Defendant's goods and/or services, whether those goods and/or services are endorsed by or
25 otherwise affiliated with the SIG, and/or as to whether such goods and/or services satisfy the
26 standards established by the SIG for licensees of the BLUETOOTH Marks.

FIRST CAUSE OF ACTION

FEDERAL TRADEMARK INFRINGEMENT 15 U.S.C. § 1114

48. Plaintiff realleges and incorporates herein by this reference paragraphs 1 through 47 of this Complaint as if fully set forth here.

49. The SIG owns the distinctive, valid, famous, and registered BLUETOOTH Marks.

50. Without the SIG's consent, Defendant has used the BLUETOOTH Marks in commerce to advertise and offer Defendant's automotive products.

51. Defendant is not affiliated or associated with the SIG or its goods and services, and the SIG does not approve or sponsor Defendant or Defendant's goods and services.

52. Defendant's activities as described herein are likely to lead to and result in confusion, mistake, or deception and are likely to cause the public to believe that the SIG has produced, sponsored, authorized, licensed, or is otherwise connected or affiliated with Defendant's commercial and business activities, all to the detriment of the SIG.

53. Upon information and belief, Defendant's acts are deliberate and intended to confuse the public as to the source of Defendant's goods or services and to injure the SIG and reap the benefit of Plaintiff's goodwill associated with Plaintiff's trademarks.

54. As a direct and proximate result of Defendant's willful and unlawful conduct, Plaintiff has been injured and will continue to suffer injury to its business and reputation unless Defendant is restrained by this Court from infringing the SIG's trademarks.

55. The actions of Defendant described above constitute trademark infringement in violation of 15 U.S.C. § 1114(1).

56. The SIG has been, and will continue to be, damaged and irreparably harmed by the actions of Defendant, which will continue unless Defendant is enjoined by this Court. The SIG has no adequate remedy at law in that the amount of harm to the SIG's business and reputation and the diminution of the goodwill of the BLUETOOTH Marks are difficult to ascertain with specificity. The SIG is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

57. The SIG is entitled to actual monetary damages in an amount to be determined at trial and to any profits made by Defendant in connection with its infringing activities.

58. Defendant's infringement of the registered BLUETOOTH Marks is deliberate, willful, fraudulent, and without extenuating circumstances, and constitutes a knowing use of the SIG's trademarks. Defendant's infringement is thus an "exceptional case" within the meaning of section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a). The SIG is therefore entitled to recover three times the amount of its actual damages and the attorneys' fees and costs incurred in this action, as well as prejudgment interest.

SECOND CAUSE OF ACTION

FEDERAL COUNTERFEIT TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114

59. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 58 of this Complaint as if fully set forth here.

60. The SIG owns the distinctive, valid, famous, and registered BLUETOOTH Marks.

61. Without the SIG's consent, Defendant has used identical copies of the BLUETOOTH Marks in commerce to advertise and offer Defendant's automotive products.

62. Defendant marketed and sold in commerce a false designation that is identical to, or substantially indistinguishable from, the BLUETOOTH Marks and trade dress.

63. Defendant's use of the counterfeit BLUETOOTH Marks and trade dress is likely to cause confusion, mistake, or deception as to the source or sponsorship of Defendant's products and services and/or is likely to lead the consuming public to believe that Plaintiff has authorized, approved, or somehow sponsored Defendant's products.

64. Upon information and belief, Defendant intentionally used the BLUETOOTH Marks and trade dress knowing such designation to be a counterfeit mark in connection with the sale, offering for sale, or distribution of goods.

65. The actions of Defendant described above and specifically, without limitation, Defendant's use of the BLUETOOTH Marks in connection with its product, constitutes counterfeit trademark infringement in violation of 15 U.S.C. § 1114.

66. Upon information and belief, Defendant has made and will continue to make substantial profits and gain to which it is not in law or equity entitled.

67. Plaintiff has been, and will continue to be, damaged and irreparably harmed by the actions of the Defendant, which will continue unless the Defendant is enjoined by this Court. Plaintiff has no adequate remedy at law in that the amount of damage to Plaintiff's business, reputation, and diminution of the BLUETOOTH Marks' goodwill is difficult to ascertain with specificity. Plaintiff is therefore entitled to injunctive relief pursuant to 15 U.S.C. § 1116.

68. Plaintiff is entitled to recover from Defendant all damages, including attorneys' fees that Plaintiff has sustained and will sustain as a result of such infringing acts, and all gains, profits, and advantages obtained by Defendant as a result thereof, in an amount not yet known, as well as the costs of this action pursuant to 15 U.S.C. § 1117(a), attorneys' fees and treble damages pursuant to 15 U.S.C. § 1117(b), and/or statutory damages pursuant to 15 U.S.C. § 1117(c).

THIRD CAUSE OF ACTION

FEDERAL UNFAIR COMPETITION AND FALSE DESIGNATION OF ORIGIN UNDER 15 U.S.C. § 1125(a)

69. Plaintiff realleges and incorporates herein by this reference paragraphs 1 through 68 of this Complaint as if fully set forth here.

70. The SIG owns the distinctive, valid, famous, and registered BLUETOOTH Marks as well as common law rights in the BLUETOOTH Marks.

71. Defendant's use of the BLUETOOTH Marks is without the SIG's permission or authority and is in total disregard of the SIG's rights to control its trademarks.

72. Defendant's actions as described herein have caused and are likely to cause confusion, mistake, and deception among ordinary consumers as to the affiliation, connection, or

1 association of Defendant with the SIG, as to the true source of Defendant's goods and services,
 2 and as to the sponsorship or approval of Defendant or Defendant's services by the SIG.

3 73. Defendant's acts have damaged and will continue to damage the SIG, and the SIG
 4 has no adequate remedy at law.

5 74. Defendant's actions constitute unfair competition and false designation of origin in
 6 violation of 15 U.S.C. § 1125(a).

7 75. In light of the foregoing, the SIG is entitled to injunctive relief prohibiting
 8 Defendant from using the BLUETOOTH Marks or any marks confusingly similar thereto, and to
 9 recover all damages, including attorneys' fees, that the SIG has sustained and will sustain, and all
 10 gains, profits, and advantages obtained by Defendant as a result of its infringing acts alleged above
 11 in an amount not yet known, and costs pursuant to 15 U.S.C. §1117, as well as prejudgment
 12 interest.

13 **FOURTH CAUSE OF ACTION**

14 **FEDERAL TRADEMARK DILUTION UNDER 15 U.S.C. § 1125(c)**

15 76. Plaintiff realleges and incorporates herein by this reference paragraphs 1 through
 16 75 of this Complaint as if fully set forth here.

17 77. The SIG's BLUETOOTH Marks are famous and distinctive and have been for
 18 many years prior to the first sale of any BLUETOOTH goods or services offered by Defendant.

19 78. Without authorization or license from the SIG, Defendant is using the
 20 BLUETOOTH Marks in commerce in a manner that impairs the distinctive quality, and harms the
 21 reputation, of the SIG's famous BLUETOOTH Marks.

22 79. The acts and conduct of Defendant alleged herein occurred after the SIG's
 23 BLUETOOTH Marks became famous and constitute dilution by blurring in violation of Section
 24 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

25 80. On information and belief, Defendant's acts of dilution are willful, deliberate, and
 26 in bad faith.

1 81. The SIG has no adequate remedy at law.

2 82. Defendant's acts and conduct will cause immediate and irreparable injury to the
3 SIG, to its goodwill and reputation, and to the public, and will continue to threaten such injury
4 unless enjoined by this Court.

5 83. The SIG is entitled to injunctive relief and to recover the SIG's actual damages and
6 an award of Defendant's profits, as well as costs and the SIG's reasonable attorney's fees, under
7 15 U.S.C. §§ 1025(c), 1116, and 1117.

8 **FIFTH CAUSE OF ACTION**

9 **COMMON LAW TRADEMARK INFRINGEMENT, UNFAIR COMPETITION, AND PASSING OFF**

10 84. Plaintiff realleges and incorporates herein by this reference paragraphs 1 through
11 83 of this Complaint as if fully set forth here.

12 85. The SIG owns common law trademark rights in its BLUETOOTH Marks and all
13 such rights owned by the SIG are superior to any rights that the Defendant may claim to have in
14 the BLUETOOTH marks.

15 86. Defendant's unauthorized use of the BLUETOOTH Marks in connection with the
16 manufacture and sale of automobiles is likely to cause confusion as to the source or sponsorship
17 of these goods and services, and is likely to lead the public to believe that the SIG is affiliated with
18 or sponsors or endorses Defendant and/or Defendant's goods and services, and is likely to mislead
19 persons in the ordinary course of purchasing Defendant's goods and services, thereby injuring the
20 reputation and goodwill and unjustly diverting from the SIG to Defendant the benefits arising
21 therefrom.

22 87. Defendant's unlawful activities constitute trademark infringement, unfair
23 competition, and passing off as proscribed by common law.

24 88. Defendant's acts of trademark infringement, unfair competition, and passing off
25 were committed, or will imminently be committed, willfully, knowingly, intentionally, and in bad
26 faith.

1 89. Defendant's acts or intended acts of trademark infringement, unfair competition,
2 and passing off, unless enjoined by this Court, will threaten to cause the SIG irreparable damage,
3 loss, and injury for which the SIG has no adequate remedy at law.

4 **SIXTH CAUSE OF ACTION**

5 **VIOLATIONS OF WASHINGTON CONSUMER PROTECTION ACT, RCW CH. 19.86**

6 90. Plaintiff realleges and incorporates herein by this reference paragraphs 1 through
7 89 of this Complaint as if fully set forth here.

8 91. Defendant committed an unfair or deceptive act or practice under RCW 19.86.020
9 by using the BLUETOOTH Marks in commerce in the state of Washington to offer and sell its
10 products, without authorization from the SIG.

11 92. Upon information and belief, such acts negatively affected the public interest by
12 causing consumer confusion and misleading the public into mistakenly believing that Defendant's
13 automobiles are certified by the SIG, or that Defendant is sponsored by, endorsed by, or otherwise
14 affiliated with the SIG.

15 93. The SIG has no adequate remedy at law.

16 94. Defendant's acts and conduct will cause immediate and irreparable injury to the
17 SIG, to its goodwill and reputation, and to the public, and will continue to threaten such injury
18 unless enjoined by this Court. But for Defendant's acts and conduct, the SIG would not suffer
19 such injury.

20 95. Pursuant to RCW 19.86.090, the SIG is further entitled to actual and trebled
21 damages, attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

TRADEMARK DILUTION UNDER RCW 19.77.160

96. Plaintiff realleges and incorporates herein by this reference paragraphs 1 through 95 of this Complaint as if fully set forth here.

97. The SIG's BLUETOOTH Marks are famous and distinctive within the state of Washington and have been for many years prior to the first sale, if any, of any BLUETOOTH-branded products offered by Defendant.

98. Without authorization or license from the SIG, Defendant is using the BLUETOOTH Marks in commerce in the state of Washington in a manner that impairs the distinctive quality, and harms the reputation, of the SIG's famous BLUETOOTH Marks.

99. The acts and conduct of Defendant alleged herein occurred after the SIG's BLUETOOTH Marks became famous and constitute dilution pursuant to RCW 19.77.160.

100. On information and belief, Defendant's acts of dilution are willful, deliberate, and in bad faith.

101. The SIG has no adequate remedy at law.

102. Defendant's acts and conduct will cause immediate and irreparable injury to the SIG, to its goodwill and reputation, and to the public, and will continue to threaten such injury unless enjoined by this Court.

103. Accordingly, the SIG is entitled to injunctive relief under RCW 19.77.160.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

A. That the SIG be granted permanent injunctive relief under 15 U.S.C. § 1051, *et seq.*, and the inherent powers of this Court; specifically, that Defendant and all officers, agents, servants, representatives, employees, attorneys, parent and subsidiary corporations, assigns, and successors in interest, and all other persons acting in concert with Defendant, be permanently enjoined from (i) using the BLUETOOTH Marks, or any other mark confusingly similar to the SIG's

1 BLUETOOTH Marks, in connection with the marketing, promotion, advertising, sale, or
 2 distribution of any products and services; and (ii) from any acts of infringement of the SIG's
 3 BLUETOOTH Marks.

4 B. That Defendant be required to file, within 10 days from entry of an injunction, a
 5 declaration with this Court signed under penalty of perjury certifying the manner in which
 6 Defendant has complied with the terms of the injunction;

7 C. That Defendant be adjudged to have violated 15 U.S.C. § 1114 by infringing the
 8 SIG's BLUETOOTH Marks;

9 F. That Defendant be adjudged to have violated 15 U.S.C. § 1125(a) for unfairly
 10 competing against the SIG by using a false designation of origin for Defendant's infringing
 11 products;

12 I. The Court grant any and all relief to which the SIG may be entitled pursuant to
 13 federal and state law, including an award of monetary damages (in the form of actual damages
 14 and/or Defendant's profits) to be determined at trial, as well as enhanced and/or trebled damages,
 15 and attorneys' fees;

16 J. That the costs of this action be taxed against Defendant; and

17 K. That the Court grant the SIG such other and further relief as the Court may deem
 18 just and proper.

19 Dated: October 11, 2018

20 Respectfully submitted,

21 /s/ Christopher B. Durbin

22 Christopher B. Durbin (WSBA #41159)

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