

1 Marina Lang, Cal. Bar No. 251,087
 mlang@socalip.com
 2 Jonathan P. Pearce, Cal. Bar No.: 245,776
 jpearce@socalip.com
 3 Michael D. Harris, Cal. Bar No.: 59,470
 mharris@socalip.com
 4 SOCAL IP LAW GROUP LLP
 5 310 North Westlake Blvd., Suite 120
 6 Westlake Village, CA 91362-3788
 7 Phone: (805) 230-1350 • Fax: (805) 230-1355
 8 Attorneys for Plaintiff Haas Automation, Inc.

9 **UNITED STATES DISTRICT COURT**
 10 **CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION**

11 Haas Automation, Inc., a California
 12 corporation,
 13 Plaintiff,
 14 v.
 15 Guenther Steiner, an individual,
 and Ten Speed Press, an imprint of
 16 Penguin Random House LLC, a
 Delaware corporation,
 17 Defendants.

No. 2:24-cv-3682

Complaint for Damages, Injunction and Equitable Relief for (1) Infringement of a Federally Registered Trademark [15 U.S.C. § 1114]; (2) Trade Dress Infringement [15 U.S.C. § 1125(a)(3)]; (3) False Designation of Origin, Unfair Competition, False or Misleading Advertising [15 U.S.C. § 1125(a)]; (4) Unfair Business Practices [California Common Law]

Jury Trial Demanded

18
 19 Plaintiff Haas Automation, Inc. (“Haas Automation” or “Plaintiff”) for its complaint against defendant Guenther Steiner (“Steiner”) and defendant Ten Speed Press (“Ten Speed Press”) an imprint of Penguin Random House LLC (“Steiner” and “Ten Speed Press” are referred to collectively hereafter as “Defendants”), alleges under information and belief as follows:

24 **PARTIES, JURISDICTION, AND VENUE**

25 1. Haas Automation is a corporation duly organized and existing under the laws of
 26 the State of California and has a head office at 2800 Sturgis Road, Oxnard, California
 27 93030.

1 2. Steiner is an individual residing at 551 Isle of Pine Road, Mooresville, North
2 Carolina 28117.

3 3. Ten Speed Press is an imprint of Penguin Random House LLC, a corporation
4 duly organized and existing under the laws of the State of Delaware, with a head of-
5 fice located at 6001 Shellmound Street, Suite 600, Emeryville, California 94608.

6 4. This is an action against the Defendants for (1) Trademark Infringement under
7 15 U.S.C. § 1114, (2) Trade Dress Infringement under 15 U.S.C. § 1125(a)(3), (3)
8 False Designation of Origin, Unfair Competition, False or Misleading Advertising un-
9 der 15 U.S.C. § 1125(a), and (4) California common law unfair business practices.

10 5. The Court has original subject matter jurisdiction over claims 1 through 3 relat-
11 ing to trademark infringement, trade dress infringement, and false designation of
12 origin, unfair competition, false or misleading advertising, pursuant to 15 U.S.C. §§
13 1116 and/or 1121(a). The Court also has original subject matter jurisdiction over those
14 claims under 28 U.S.C. §§ 1331 and 1338, as these claims arise under the laws of the
15 United States. The Court has supplemental jurisdiction over the claims which arise un-
16 der state statutory and common law pursuant to 28 U.S.C. §§ 1338(b) and 1367(a), be-
17 cause the state law claims are so related to the federal claims that they form part of the
18 same case or controversy and derive from a common nucleus of operative facts, and
19 because the state law claim of unfair competition is joined with a substantial and re-
20 lated claim under the trademark laws.

21 6. This Court has personal jurisdiction over Defendants because, among other rea-
22 sons, Defendants have committed acts of trademark infringement, trade dress infringe-
23 ment, false designation of origin, and unfair competition in California and in this Judi-
24 cial District by, including but not limited to, using infringing marks in connection with
25 the advertisement, marketing, promotion, sale, and offering for sale of goods, includ-
26 ing infringing goods, to customers located in this state and in this Judicial District.
27 Defendants also utilize the business headquarters of Ten Speed Press, a publishing
28 business located at 6001 Shellmound Street, Suite 600, Emeryville, California 94608,

1 to conduct most of their business activities. At and from this Emeryville, California
2 business location, Defendants made, created, published, manufactured, shipped, and
3 sold at least 150,000 infringing goods generating revenue of at least \$4,500,000. De-
4 fendants utilized, including without limitation, highly interactive websites that are
5 continuously accessible and sell and deliver goods to consumers in this Judicial Dis-
6 trict and throughout the state of California such as tenspeed.com, amazon.com,
7 barnesandnoble.com, walmart.com, target.com, penguinrandomhouse.com, booksa-
8 million.com, crownpublishing.com, bookshop.org, hudsonbooksellers.com, pow-
9 ells.com, as well as physical bookstores, actual storefronts, and large retail store
10 chains located in this Judicial District and throughout California, including without
11 limitation, Barnes and Noble, Target, and Walmart. Defendants also shipped goods,
12 including infringing goods, to consumers in this Judicial District and throughout Cali-
13 fornia utilizing a variety of shipping methods and carriers located in this Judicial Dis-
14 trict and throughout the state of California. Defendants utilized California's Ports to
15 sell, ship, receive, send, export, import, and move goods, including infringing goods,
16 including ports located in this Judicial District, as part of their business activities. De-
17 fendants sold, shipped, and delivered goods, including infringing goods, to customers
18 with addresses located in this Judicial District and throughout the state of California.
19 Defendants utilized a business headquarters located in California to commit acts of
20 trademark infringement, trade dress infringement, false designation of origin, and un-
21 fair competition in California and in this judicial district by, including but not limited
22 to, using infringing marks in connection with the advertisement, marketing, promo-
23 tion, sale, and offering for sale of goods to customers located in this state and in this
24 Judicial District. Further, through their business acts that are based in the state of Cali-
25 fornia, including in this Judicial District, Defendants derive substantial revenue and
26 Defendants expected or reasonably should have expected their infringing acts to have
27 consequences in this Judicial District, which is where Plaintiff has its principal place
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1 of business in the state of California. Defendants' acts form a substantial part of the
2 transactions, occurrences, events, and/or omissions giving rise to Plaintiff's claims.

3 7. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b)(2) be-
4 cause a substantial portion of the events complained of herein took place in this Judi-
5 cial District and caused damages to Plaintiff in this Judicial District. Venue also is
6 proper against defendant Ten Speed Press, because it is an entity with the capacity to
7 sue and be sued in its common name under applicable law and is subject to the court's
8 personal jurisdiction to this action under 28 U.S.C. § 1391(b). Additionally, because
9 Defendants regularly conduct business in California and in this District as described in
10 paragraph 6, the requisite minimum contacts to be subject to personal jurisdiction in
11 California under 28 U.S.C. § 1391(c) are met. Plaintiff has its principal place of busi-
12 ness in this venue and conducts substantial business within this venue. Defendants
13 purposefully and willfully advertised, sold, and distributed infringing goods in this Ju-
14 dicial District. Defendants' actions within this district directly interfere with and dam-
15 age Plaintiff's commercial efforts and endeavors and harms the Plaintiff's goodwill
16 within this venue in this district. Defendants expected or reasonably should have ex-
17 pected their infringing acts to have consequences in this Judicial District, which is
18 where the Plaintiff is headquartered and where the Plaintiff has its principal place of
19 business. Defendants' unlawful acts taken against the Plaintiff in this venue in this
20 district form the substantial part of the transactions, occurrences, events, and/or omis-
21 sions giving rise to Plaintiff's claims and damages.

22 **GENERAL ALLEGATIONS FOR ALL CLAIMS**

23 8. Founded in 1983 by industrialist and CEO Gene Haas, Haas Automation is an
24 American machine tool builder headquartered in Oxnard, California.






25 9. Both Gene Haas and Haas Automation had and have a major presence in motor-
26 sports, with Gene Haas having formed the NASCAR team Haas CNC Racing (now a
27 part owner of Stewart-Haas Racing) in 2002 and the Formula One team Haas F1
28

1 Team, in 2014. Haas Automation was the first company to sponsor both NASCAR
 2 and Formula One teams.

3 10. Gene Haas’s race teams are used to promote Haas Automation and the goods
 4 and services of Haas Automation. Haas Automation’s race teams promote the Haas
 5 Automation machine tool business and increase widespread recognition of the Haas
 6 Automation brand and the Haas Automation family of trademarks that are all exclu-
 7 sively owned by Haas Automation.

8 11. Haas Automation has achieved extensive exposure and widespread recognition
 9 of the Haas Automation brand and the Haas Automation family of trademarks that are
 10 all exclusively owned by Haas Automation through its extensive marketing and pro-
 11 motion of the brand through motorsports and through its extensive advertising and
 12 sale of its machine tools and other products. Haas Automation is the largest machine
 13 tool builder in the United States and is among the largest machine tool builders in the
 14 world.

15 12. Haas Automation is the owner of numerous trademarks, registered nationally
 16 and internationally, including but not limited to, the following U.S. Trademarks (here-
 17 after the “Haas Automation Trademarks”):

Trademark Name	Country	Class	Status	App. Number	File Date	Reg. Number	Reg. Date
	US	7	Registered	78033812	11/3/2000	2573776	5/28/2002
HAAS	US	25, 41	Registered	87106392	7/16/2016	5235308	7/4/2017
HAAS	US	7, 35, 37	Registered	86143318	12/13/2013	4583627	8/12/2014
	US	7, 25, 35, 37, 41	Registered	87074321	6/16/2016	5221352	6/13/2017
	US	7	Registered	77245326	8/2/2007	3425874	5/13/2008
	US	41	Registered	86773987	9/30/2015	5775813	6/11/2019
	US	25	Pending	98031380	6/7/2023		

1 13. Pursuant to 15 U.S.C. § 1065, U.S. Trademark Registration Nos. 2,573,776;
2 5,235,308; 4,583,627; 5,221,352; 3,425,874; and 5,775,813 identified in Paragraph
3 12 above are incontestable and attached hereto as Exhibit 1 are true and correct cop-
4 ies of these registrations. Because of Haas Automation’s substantial investment in
5 and use of the Haas Automation Trademarks, the Haas Automation Trademarks are
6 famous and well-known among the general U.S. public.

7 14. To create and maintain goodwill among its customers, Haas Automation and its
8 subsidiaries and licensees have taken significant steps to assure that all uses and dis-
9 plays of the Haas Automation Trademarks are of the highest quality. The Haas Auto-
10 mation Trademarks are extremely valuable to Haas Automation because consumers
11 purchase Haas Automation’s goods and services based on the goodwill and quality
12 that the Haas Automation Trademarks signify.

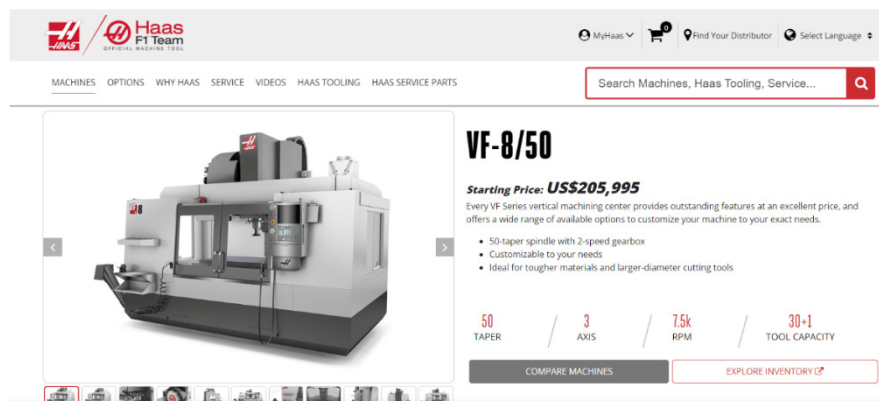
13 15. As a result of Haas Automation’s widespread, exclusive, and continuous use of
14 its Haas Automation Trademarks to identify the source of its goods and services,
15 Haas Automation owns valid and subsisting federal statutory and common law rights
16 to the Haas Automation Trademarks.

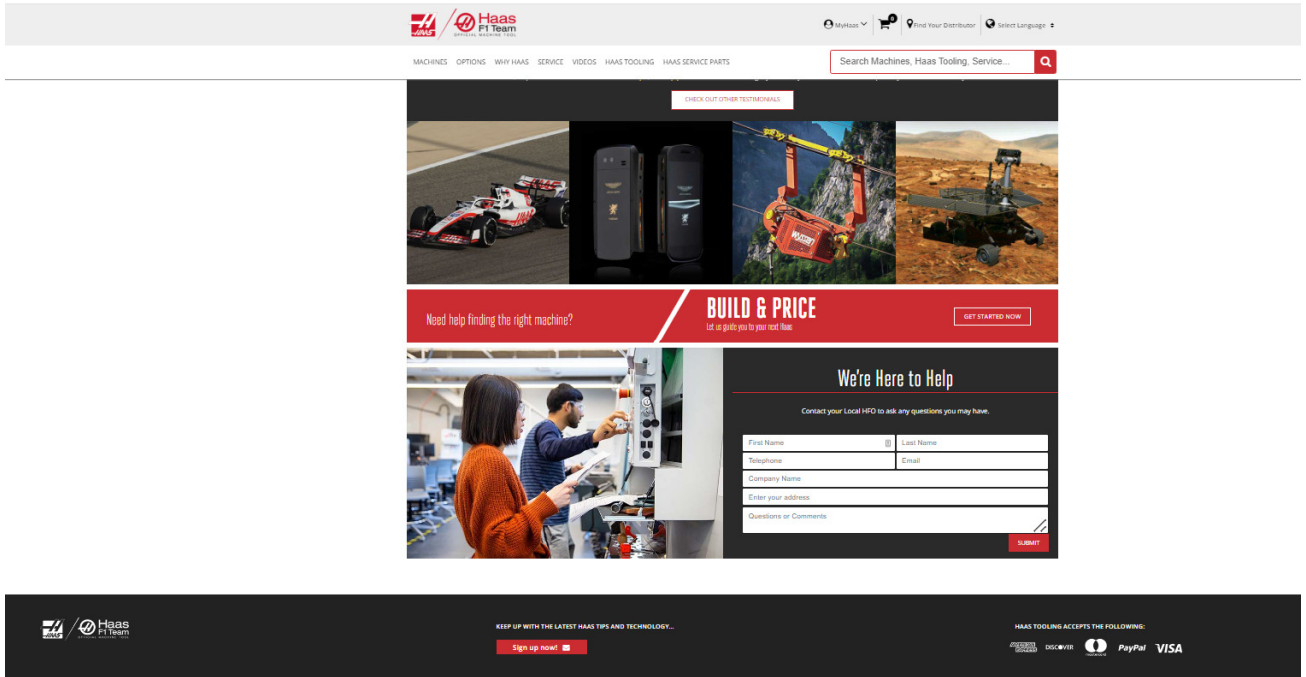
17 16. For at least 25 years, Haas Automation has also consistently and extensively
18 used a distinctive trade dress in connection with the appearance and display of its
19 goods and services and in connection with the promotion and advertising of its goods
20 and services. This trade dress includes prominent use of the color red in combination
21 with the colors white and/or black displayed in a visually distinctive manner, styliza-
22 tion, layout, and font (“the Haas Automation Trade Dress”). Haas Automation enjoys
23 national recognition and goodwill in the Haas Automation Trade dress. Haas Auto-
24 mation has invested substantial resources to innovate the visually distinct, stand-out,
25 commercially impressive Haas Automation Trade Dress. As a result of Haas Automa-
26 tion’s substantial use and promotion of its Haas Automation Trade Dress, Haas Auto-
27 mation has obtained strong common law rights in the Haas Automation Trade Dress,
28 which are not only inherently distinctive but have also acquired strong secondary

1 meaning. Customers in this Judicial District and elsewhere readily recognize the Haas
2 Automation Trade Dress as distinctive designations of the origin of Haas Automa-
3 tion's goods and services. The Haas Automation Trade Dress is an intellectual prop-
4 erty asset of enormous value as it serves as a symbol of Haas Automation and its
5 quality, reputation, and goodwill.

6 17. The Haas Automation Trademarks and the Haas Automation Trade Dress are a
7 source indicator for all Haas Automation products and services. Haas Automation has
8 used its distinctive marks and trade dress continuously and conspicuously for several
9 decades and has spent tens of millions of dollars in advertising associated with its
10 Haas Automation Trademarks and Haas Automation Trade Dress across the United
11 States. Because of Haas Automation's substantial investment in and use of the Haas
12 Automation Trademarks and the Haas Automation Trade Dress, Haas Automation is
13 famous and well-known among U.S. purchasers of its machining products, and
14 among the general U.S. public. The famous Haas Automation Trademarks and Haas
15 Automation Trade Dress are displayed in connection with the promotion of Haas Au-
16 tomation, its goods and services, and its Haas Formula 1 racing team – the Haas F1
17 Team – owned by Gene Haas and sponsored by Haas Automation, including on the
18 race car itself, its parts, tools, machinery, uniform, clothing, gear, accessories, and
19 more. The below images are true and correct exemplars of how the Haas Automation
20 Trademarks and Haas Automation Trade Dress are used in connection with the adver-
21 tising, promotion, and sale of the Haas Automation goods and services:

- 22 • haascnc.com:





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MODEL GUIDE

AUTOMATION IS IN OUR DNA

Haas Pallet Pools

Haas Pallet Pool systems are perfect for high-volume production runs, or high-mix/low-volume machining. They integrate seamlessly with the Haas control, which includes a simplified Pallet Schedule Table that allows pallet-scheduling functions from a single dedicated screen.

Pallets can be scheduled individually according to priority and sequencing requirements, allowing high-priority parts to be machined first or staged more often. Completed pallets are returned automatically to the holding location, or can be sent to a protected operator station for immediate unloading and reloading.

Haas Robot Packages

Package 1 7 kg capacity, 6-axis robot system
 Package 2 25 kg capacity, 6-axis robot system
 Package 3 50 kg capacity, 6-axis robot system

Haas Robot Packages are all inclusive robotic automation solutions for your Haas machine. Everything needed to start automatic loading and unloading of parts is included (robot, stand, fence, etc.), so you

PALLET POOLS AVAILABLE ON:

UMC-500/SS	EC-400
UMC-750/SS	VC-400/SS
UMC-1000/SS	VF-2SSYT
UMC-1250/SS	VM-2

ROBOT PACKAGES AVAILABLE ON:
 • All VF-1 through VF-11 VMCs, • All ST-10 through ST-35

- parts.haascnc.com:

Haas Parts
Your source for genuine OEM Haas parts.
The official Haas Automation CNC parts website.

Find parts for your machine.

Search for Part or Serial Number

New from Haas

- LOC-LINE Kit
- Window Blast Kit
- Get Connected with HaasConnect

HAAS TOOLING.COM - Order Haas Tooling Direct to your Door!
FREE SHIPPING ON ORDERS OVER \$99

MAINTENANCE UPGRADE

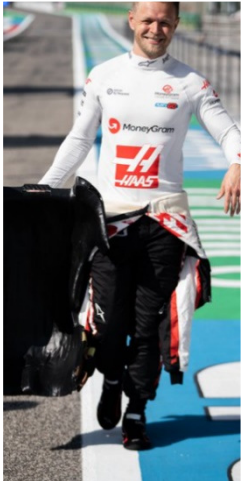
- \$34.95 BLOW GUN, STRAIGHT AIR HOSE
- \$174.95 FILTER, VECTOR DRIVE INTAKE KIT
- \$174.95 WORKLIGHT, LED, 20W MAGNETIC MOUNT W/ C13 ADAPTER
- \$94.95 PCB, DUAL BATTERY REPLACEMENT KIT (BATTERIES NOT INCLUDED)

PERFORMANCE UPGRADE

- ENCLOSURE EXHAUST
- HIGH SPEED MACHINING
- ROTARY ACCESSORIES
- WIPS PROBE SYSTEM
- COOLANT REFILL

- Haas F1 Team owned by Gene Haas and sponsored by Haas Automation:

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1 18. Haas Automation has and continues to widely market and promote its Haas Au-
2 tomation Trademarks and the Haas Automation Trade Dress by displaying the marks
3 and trade dress on its products, its motorsports sponsorships, on its promotional and
4 point of sale materials, on apparel and merchandise, in magazines and other industry
5 publications, on Haas Automation's own and other Internet websites, on press re-
6 leases, on social media sites, at trade shows, at racing events, and through signage at
7 live events, among other extensive uses and displays.

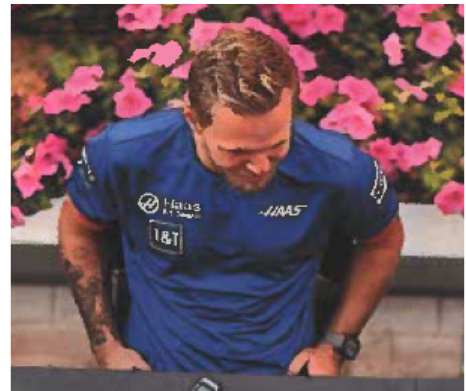
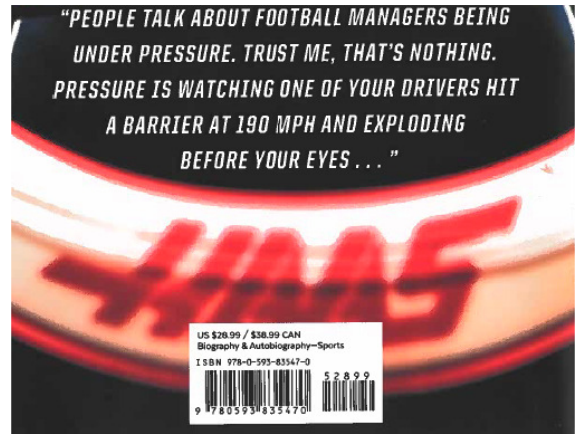
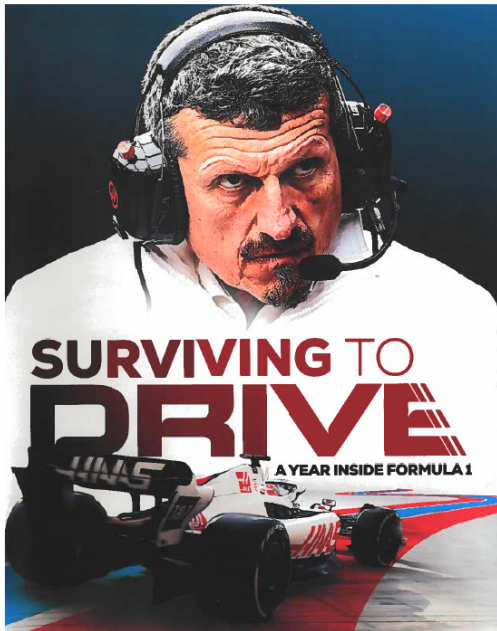
8 19. Steiner is a former employee of Haas Formula, LLC, a North Carolina limited
9 liability company, which is engaged in operating the Formula 1 racing team owned
10 by Gene Haas and sponsored by Haas Automation. Gene Haas is the sole owner of
11 both Haas Automation and Haas Formula, LLC, as well as a number of other compa-
12 nies. Haas Automation is a sponsor of the Formula 1 racing team and pays to have
13 the Haas Automation Trademarks and the Haas Automation Trade Dress displayed
14 and used on the cars, team apparel, and team promotion materials as advertising for
15 Haas Automation and the goods and services of Haas Automation.

16 20. In 2023, without permission or consent from Haas Automation, Steiner au-
17 thored, marketed, promoted, sold, distributed, and profited from a publication titled
18 "Surviving to Drive" (the "Accused Product"), which unlawfully used and displayed,
19 and continues to use and display, the Haas Automation Trademarks and the Haas Au-
20 tomation Trade Dress for Steiner's personal financial gain and illicit profit. Haas Au-
21 tomation never consented to Steiner's use of the Haas Automation Trademarks or the
22 Haas Automation Trade Dress on the Accused Product. Steiner knew that Haas Auto-
23 mation was the exclusive owner of the Haas Automation Trademarks and the Haas
24 Automation Trade Dress, but he never obtained any permission, license, consent, or
25 authorization of any kind from Haas Automation to copy, use, and display, for com-
26 mercial gain, any of the Haas Automation Trademarks or the Haas Automation Trade
27 Dress. Steiner has sold and is selling the Accused Product with packaging and adver-
28 tising that intentionally copies the Haas Automation Trademarks and the Haas

1 Automation Trade Dress for the sole purpose of benefiting from and trading off of
2 Haas Automation's famous name and pre-established consumer recognition, fame,
3 goodwill, and reputation. Steiner acted and continues to act with intent and with a to-
4 tal disregard for the harm he caused and continues to cause to Haas Automation.
5 Haas Automation gave pre-lawsuit notice to Steiner but to date Steiner has taken no
6 action to cease or mitigate his infringing acts, necessitating the instant lawsuit. Stei-
7 ner sells and promotes the Accused Product in various mediums, including without
8 limitation print and digital, in violation of Haas Automation's exclusive intellectual
9 property rights. Information available online indicates that as of January 2024, the
10 Accused Product has exceeded sales of at least 150,000 units and generated revenue
11 of at least \$4,500,000.

12 21. Ten Speed Press is a California-based publishing company. In 2023, without
13 permission or consent from Haas Automation, Ten Speed Press published the Ac-
14 cused Product, which unlawfully used and uses the Haas Automation Trademarks and
15 the Haas Automation Trade Dress, in various mediums, including without limitation
16 print and digital, in violation of Haas Automation's exclusive intellectual property
17 rights. Ten Speed Press knew that Haas Automation was the exclusive owner of the
18 Haas Automation Trademarks and the Haas Automation Trade Dress, but they never
19 sought or obtained any permission, license, consent, or authorization of any kind
20 from Haas Automation to copy, use, and display, for commercial gain, any of the
21 Haas Automation Trademarks or the Haas Automation Trade Dress. Ten Speed Press
22 has sold and is selling the Accused Product with packaging and advertising that in-
23 tentiously copies the Haas Automation Trademarks and the Haas Automation Trade
24 Dress for the sole purpose of benefiting from and trading off of Haas Automation's
25 famous name and pre-established consumer recognition, fame, goodwill, and reputa-
26 tion. Ten Speed Press has acted and continues to act with intent and with a total disre-
27 gard for the harm it caused and continues to cause to Haas Automation. Information
28 available online indicates that as of the January 2024, the Accused Product has

1 exceeded sales of at least 150,000 units and generated revenue of at least \$4,500,000;
2 true and correct copy of images of the published Accused Product are shown below:



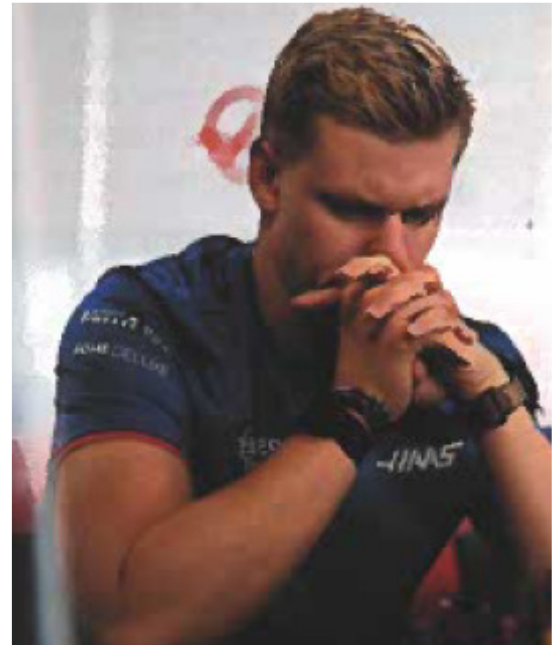
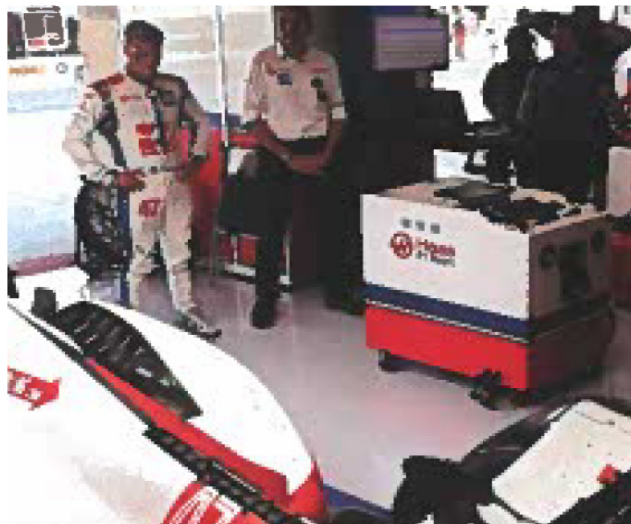
Above: With Gene Haas, announcing the formation of the Haas F1 Team in 2014.



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2 22. Defendants, each of them, utilized, including without limitation, highly interac-
3 tive websites that are continuously accessible to publish, sell, promote, advertise,
4 ship, and deliver the Accused Product to consumers in this Judicial District and
5 throughout the state of California and throughout the United States, including at ten-
6 speed.com, amazon.com, barnesandnoble.com, walmart.com, target.com, pen-
7 guinrandomhouse.com, booksamillion.com, crownpublishing.com, bookshop.org,
8 hudsonbooksellers.com, powells.com, as well as via physical bookstores, actual
9 storefronts, and large retail store chains located in this Judicial District and through-
10 out California, including without limitation, Barnes & Noble, Target, and Walmart.

11 **FIRST CLAIM FOR RELIEF – ALL DEFENDANTS**

12 **INFRINGEMENT OF REGISTERED TRADEMARK (15 U.S.C. § 1114)**

13 23. Haas Automation hereby repeats and realleges the foregoing paragraphs of this
14 Complaint as though fully set forth herein.

15 24. Haas Automation owns valid and enforceable federally registered trademarks
16 for the Haas Automation Trademarks.

17 25. Defendants used in commerce, without permission from Haas Automation,
18 marks which are a colorable imitation of and/or confusingly similar to the Haas Auto-
19 mation Trademarks, in connection with the advertising, marketing, promoting, and/or
20 sale of Defendants' goods.

21 26. Defendants' unauthorized use in commerce as alleged herein is likely to cause
22 confusion or mistake, or to deceive consumers as to the origin, source, sponsorship,
23 or affiliation of Defendants' goods, and is likely to cause consumers to believe, con-
24 trary to fact, that Defendants' goods are sold, authorized, endorsed, or sponsored by
25 Haas Automation, or that Defendants are in some way affiliated with or sponsored by
26 Haas Automation. Defendants' conduct therefore constitutes trademark infringement
27 in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).
28

1 27. Upon information and belief, Defendants have committed the foregoing acts of
2 infringement with full knowledge of Haas Automation's prior exclusive rights in the
3 Haas Automation Marks and they each acted with the willful intent to cause confu-
4 sion in the marketplace and trade on Haas Automation's considerable goodwill.

5 28. Defendants, by each of their actions, have damaged Haas Automation in an
6 amount to be determined at trial.

7 29. Defendants, by each of their actions, have irreparably injured Haas Automation.
8 Such irreparable injury will continue unless the Defendants are preliminarily and per-
9 manently enjoined by this Court from further violation of Haas Automation's rights,
10 for which Haas Automation has no adequate remedy at law.

11 **SECOND CLAIM FOR RELIEF - ALL DEFENDANTS**

12 **TRADE DRESS INFRINGEMENT (15 U.S.C. § 1125(A)(3))**

13 30. Haas Automation hereby repeats and realleges the foregoing paragraphs of this
14 Complaint as though fully set forth herein.

15 31. As a result of the widespread use and promotion of Haas Automation's Trade-
16 marks and Trade Dress, the marks and trade dress have acquired strong fame and sec-
17 ondary meaning to consumers and potential consumers, in that consumers and poten-
18 tial consumers have come to associate the Haas Automation Trademarks and Haas
19 Automation Trade Dress with Haas Automation and the goods and services of Haas
20 Automation.

21 32. The majority of Haas Automation's products sold under the Haas Automation
22 Trade Dress for over 25 years bear one or more of Haas Automation's well-known
23 Haas Automation Trademarks and/or the Haas Automation Trade Dress. The Haas
24 Automation Trademarks and the Haas Automation Trade Dress often appear on prod-
25 ucts in the same colors, design, layout, commercial appearance, and at the same point
26 of sale location, and are accompanied by point-of-sale materials bearing one or more
27 of the Haas Automation Marks, such that consumers frequently see several Haas Au-
28 tomation Trademarks and the Haas Automation Trade Dress displayed together and

1 have come to recognize Haas Automation’s family of Haas Automation Trademarks
2 and Haas Automation Trade Dress as a source indicator of Haas Automation and its
3 goods and services.

4 33. Defendants’ actions are likely to deceive consumers as to the origin, source,
5 sponsorship, or affiliation of Defendants’ goods, and are likely to cause consumers to
6 believe, contrary to fact, that Defendants’ goods are sold, authorized, endorsed, or
7 sponsored by Haas Automation, or that the Defendants are in some way affiliated or
8 sponsored by Haas Automation, when they are not.

9 34. Defendants’ conduct as alleged herein constitutes trademark infringement, trade
10 dress infringement, false designation of origin and unfair competition in violation of
11 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

12 35. Upon information and belief, Defendants had actual knowledge of Haas Auto-
13 mation’s prior ownership and prior exclusive use of the Haas Automation Trade-
14 marks and/or the Haas Automation Trade Dress. Defendants’ conduct as alleged
15 herein is willful, and is intended and likely to cause confusion, mistake, or deception
16 as to the affiliation, connection, or association of Defendants with Haas Automation,
17 when there is none.

18 36. Upon information and belief, Defendants have committed the foregoing acts of
19 infringement with full knowledge of Haas Automation’s prior rights in the Haas Au-
20 tomation Marks and with the willful intent to cause confusion and trade on Haas Au-
21 tomation’s considerable goodwill.

22 37. Defendants, by each of their actions, have damaged Haas Automation in an
23 amount to be determined at trial.

24 38. Defendants, by each of their actions, have irreparably injured Haas Automation.
25 Such irreparable injury will continue unless the Defendants are preliminarily and per-
26 manently enjoined by this Court from further violation of Haas Automation’s rights,
27 for which Haas Automation has no adequate remedy at law.

28

THIRD CLAIM FOR RELIEF – ALL DEFENDANTS

FALSE DESIGNATION OF ORIGIN (15 U.S.C. § 1125(A))

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3 39. Haas Automation hereby repeats and realleges the foregoing paragraphs of this
4 Complaint as though fully set forth herein.

5 40. As a result of the widespread use and promotion of Haas Automation’s Trade-
6 marks and Trade Dress, the marks and trade dress have acquired strong fame and sec-
7 ondary meaning to consumers and potential consumers, in that consumers and poten-
8 tial consumers have come to associate the Haas Automation Trademarks and Haas
9 Automation Trade Dress with Haas Automation and the Haas Automation goods and
10 services.

11 41. The majority of Haas Automation’s products sold under the Haas Automation
12 brand for over 25 years, bear one or more of Haas Automation’s well-known Haas
13 Automation Trademarks and/or Haas Automation Trade Dress. The Haas Automation
14 Trademarks and the Haas Automation Trade Dress often appear on products in the
15 same colors, same point of same location, and are accompanied by point of-sale ma-
16 terials bearing one or more of the Haas Automation Marks, such that consumers fre-
17 quently see several Haas Automation Trademarks and Haas Automation Trade Dress
18 displayed together and have come to recognize Haas Automation’s family of Haas
19 Automation Trademarks and Haas Automation Trade Dress as a source indicator for
20 Haas Automation and the goods and services of Haas Automation.

21 42. Defendants’ actions are likely to deceive consumers as to the origin, source,
22 sponsorship, or affiliation of Defendants’ goods, and are likely to cause consumers to
23 believe, contrary to fact, that Defendants’ goods are sold, authorized, endorsed, or
24 sponsored by Haas Automation, or that the Defendants are in some way affiliated or
25 sponsored by Haas Automation, when they are not.

26 43. Defendants’ conduct as alleged herein constitutes trademark infringement, trade
27 dress infringement, false designation of origin and unfair competition in violation of
28 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

1 44. Upon information and belief, Defendants had actual knowledge of Haas Auto-
2 mation's prior ownership and prior use of the Haas Automation Trademarks and/or
3 the Haas Automation Trade Dress. Defendants' conduct as alleged herein is willful,
4 and is intended and likely to cause confusion, mistake, or deception as to the affilia-
5 tion, connection, or association of Defendants with Haas Automation, when there is
6 none.

7 45. Upon information and belief, Defendants have committed the foregoing acts of
8 infringement with full knowledge of Haas Automation's prior rights in the Haas Au-
9 tomation Trademarks and/or Haas Automation Trade Dress with the willful intent to
10 cause confusion and trade on Haas Automation's considerable goodwill.

11 46. Defendants, by each of their actions, have damaged Haas Automation in an
12 amount to be determined at trial.

13 47. Defendants' activities create the false and misleading impression that Haas Au-
14 tomation sanctions, assigns or authorizes each of the Defendants to use one or more
15 of the Haas Automation Trademarks and/or Haas Automation Trade Dress with the
16 promotion and sale of its goods.

17 48. Defendants engaged in the foregoing activities intending to confuse and deceive
18 the public into believing that Defendants and the goods they sell are sponsored, affili-
19 ated, or associated with Haas Automation, when they are not.

20 49. Defendants' use of one or more of Haas Automation Trademarks and/or Haas
21 Automation Trade Dress has been without Haas Automation's consent, is likely to
22 cause confusion and mistake in the public's minds and tends to and does falsely cre-
23 ate the impression that Haas Automation warranted, authorized, sponsored, or ap-
24 proved the goods emanating from the Defendants.

25 50. Defendants' unauthorized use of one or more of the Haas Automation Trade-
26 marks and/or the Haas Automation Trade Dress resulted in each of the Defendants
27 unfairly profiting and benefiting from the reputation, fame, and goodwill associated
28 with Haas Automation, its goods and services, and the Haas Automation Trademarks

1 and/or Haas Automation Trade Dress, causing substantial and irreparable injury to
2 Haas Automation and the public.

3 51. Defendants' actions damage Haas Automation and violate its rights in violation
4 of 15 U.S.C. § 1125(a).

5 52. Defendants, by each of their actions, have irreparably injured Haas Automation.
6 Such irreparable injury will continue unless the Defendants are preliminarily and per-
7 manently enjoined by this Court from further violation of Haas Automation's rights,
8 for which Haas Automation has no adequate remedy at law.

9 **FOURTH CLAIM FOR RELIEF – ALL DEFENDANTS**

10 **CALIFORNIA COMMON LAW UNFAIR BUSINESS PRACTICES**

11 53. Haas Automation hereby repeats and realleges the foregoing paragraphs of this
12 Complaint as though fully set forth herein.

13 54. Defendants had the ability to avoid the promotion, sale, and distribution of in-
14 fringing goods to consumers and other third parties, but instead of preventing those
15 acts, the Defendants unlawfully infringed the Haas Automation Trademarks and/or
16 the Haas Automation Trade Dress to promote, sell, and distribute products to the
17 detriment of Haas Automation.

18 55. Defendants' sale and distribution of its goods used false designations of origin
19 and false and misleading descriptions and representations, including the Haas Auto-
20 mation Trademarks and/or Haas Automation Trade Dress, which falsely describe
21 the origin, sponsorship, association, or approval by Haas Automation of the goods
22 that the Defendants each sell and that the Defendants each unfairly and unjustly
23 profit from.

24 56. Defendants and their goods are not endorsed or sanctioned by Haas Automa-
25 tion. Defendants' use of the Haas Automation Trademarks and/or Haas Automation
26 Trade Dress and/or confusingly similar copies on its products is likely to cause con-
27 sumers, the public and the trade to erroneously believe that the goods sold by De-
28 fendants emanate or originate from Haas Automation, or that the items are

1 authorized, sponsored, or approved by Haas Automation, even though they are not.
2 This confusion causes irreparable harm to Haas Automation and weakens the dis-
3 tinctive quality of the Haas Automation Trademarks and/or Haas Automation Trade
4 Dress.

5 57. Defendants' use of the Haas Automation Trademarks and Haas Automation's
6 distinctive logos and designs constitutes false descriptions and representations
7 falsely describing or representing Defendants and their products as authorized,
8 sponsored, affiliated, or associated with Haas Automation.

9 58. Through e-commerce and through physical retail stores, Defendants each adver-
10 tise and sell misleading goods displaying the same or similar marks and trade dress
11 as Haas Automation.

12 59. Defendants' acts are likely to cause the public to believe Defendants' goods are
13 authentic goods made by Haas Automation. The deception influences purchasing
14 decisions by consumers and creates a likelihood of injury to Haas Automation.

15 60. Defendants' unauthorized use of the Haas Automation Trademarks and/or Haas
16 Automation Trade Dress permitted Defendants to palm off its goods as those of
17 Haas Automation, all to Haas Automation's detriment and Defendants' unjust en-
18 richment.

19 61. Knowing the esteem the public holds for Haas Automation, the Haas Automa-
20 tion Trademarks, and the Haas Automation product line, Defendants intended to
21 and traded on the goodwill associated with the Haas Automation Trademarks and
22 will continue to mislead the public into assuming a connection between Haas Auto-
23 mation and the Defendants and the Defendants' unauthorized goods.

24 62. Defendants' unauthorized use of the Haas Automation Trademarks and/or the
25 Haas Automation Trade Dress caused and likely will continue to cause damage to
26 Haas Automation by tarnishing the valuable reputation and image associated with
27 Haas Automation and its goods and services. Defendants palmed off its goods and
28 services as those of Haas Automation, which amounts to them engaging in acts of

1 false labeling and false misrepresentations to the public, members of which are
2 likely to believe that Defendants' products and services emanate from or are associ-
3 ated with Haas Automation.

4 63. Defendants' acts cause Haas Automation damages.

5 64. Because of these foregoing acts, Defendants are each liable to Haas Automation
6 for: (a) compensatory damages or Defendants' illicit profits; and (b) punitive dam-
7 ages in an amount sufficient to punish Defendant.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Haas Automation prays for the following relief:

10 A. That the Court render a final judgment in favor of Haas Automation and against
11 the Defendants, each of them as jointly and severally liable on all claims for relief al-
12 leged herein;

13 B. Entry of judgment that Defendants have infringed the Haas Automation Trade-
14 marks in violation of Haas Automation's rights under 15 U.S.C. § 1114 and under
15 common law; violated Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)) by will-
16 fully infringing the Haas Automation Trademarks and/or the Haas Automation Trade
17 Dress by using a false designation of origin, through the marketing, sale, and promo-
18 tion of Defendants' products and/or services; and Section 32 of the Lanham Act (15
19 U.S.C. § 1114) by willfully infringing the Haas Automation Trademarks and/or Haas
20 Automation Trade Dress;

21 C. Entry of judgment that Defendants have violated California law for its unfair
22 business practices and acts of trademark infringement;

23 D. Entry of an order directing Defendants to provide to Haas Automation for de-
24 struction any unlawful products or materials, and to compensate Haas Automation for
25 any advertising or other expenses necessary to dispel the public confusion caused by
26 Defendants' unlawful acts;

1 E. Entry of an order directing that the Defendants, its agents, servants, employees,
2 attorneys, successors, affiliates, and assigns, and all of those in active concert and
3 participation with any of the foregoing persons and entities who receive notice of the
4 Court's order by personal service or otherwise, be forthwith preliminarily and perma-
5 nently enjoined from using any of the Haas Automation Trademarks and Haas Auto-
6 mation Trade Dress with the advertising, promotion, or sale of any of Defendants'
7 products and/or services;

8 F. Entry of a judgment against Defendants for monetary damages in an amount to
9 be proven including but not limited to, statutory damages and all amounts necessary to
10 compensate Haas Automation for Defendants' wrongful use of the Haas Automation
11 Trademarks and Haas Automation Trade Dress, including reasonable attorneys' fees
12 and costs;

13 G. Entry of a judgment against Defendants for legal fees upon a finding this case is
14 exceptional under 15 U.S.C. § 1117, and for increased damages upon a finding of
15 willfulness in Defendants' unlawful acts alleged regarding their unauthorized use and
16 display for commercial gain of the Haas Automation Trademarks and the Haas Auto-
17 mation Trade Dress, which they did to confuse the public and cause harm to Haas Au-
18 tomation, said award to equal at least treble Defendants' actual damages under 15
19 U.S.C. § 1117;

20 H. That Haas Automation be awarded restitution and disgorgement; and

21 I. That Haas Automation be awarded such other and further relief as this Court may
22 deem just.

23 Respectfully submitted,

24 May 3, 2024

/s/ Marina Lang

Marina Lang
SOCAL IP LAW GROUP LLP

Attorney for Plaintiff Haas Automation, Inc.

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DEMAND FOR JURY TRIAL

Under Rule 38(b) of the Federal Rules of Civil Procedure, Haas Automation respectfully demands trial by jury on all issues raised by this Complaint.

May 3, 2024

/s/ Marina Lang
Marina Lang
SOCAL IP LAW GROUP LLP
Attorney for Plaintiff Haas Automation, Inc.