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12 Attorneys for Plaintiffs  
 13 WESTGATE MFG, INC. and MIKE VERNICA

14 UNITED STATES DISTRICT COURT  
 15 CENTRAL DISTRICT OF CALIFORNIA

16 WESTGATE MFG, INC., a California  
 17 corporation; and MIKE VERNICA,  
 18 an individual,

19 Plaintiffs,

20 vs.

21 NORCO WHOLESALE ELECTRIC  
 22 SUPPLY INC., a California  
 23 corporation; CORONA WHOLESALE  
 24 ELECTRIC INC., a suspended  
 25 California corporation; and  
 26 REYNALDO MEJIA, an individual,

27 Defendants.

Case No. 5:21-cv-02059

**COMPLAINT FOR:**

- 1) **PATENT INFRINGEMENT**  
(35 U.S.C. § 271);
- 2) **FALSE MARKING**  
(35 U.S.C. § 292);
- 3) **FEDERAL TRADEMARK INFRINGEMENT**  
(15 U.S.C. § 1114);
- 4) **FALSE DESIGNATION OF ORIGIN**  
(15 U.S.C. § 1125(a));
- 5) **UNFAIR COMPETITION**  
(Cal. Bus. & Prof. Code § 17200)
- 6) **FALSE ADVERTISING**  
(Cal. Bus. & Prof. Code § 17500); and
- 7) **COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION**

**DEMAND FOR JURY TRIAL**

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 Suite 2300  
 Glendale, CA 91203-1445

**LEWIS ROCA**

1 Plaintiffs Westgate Mfg, Inc. (“Westgate”) and Mike Vernica (collectively,  
2 “Plaintiffs”) by and through their attorneys, assert this Complaint against  
3 Defendants Norco Wholesale Electric Supply Inc. (“Norco”), Corona Wholesale  
4 Electric Supply Inc. (“Corona”), and Reynaldo Mejia (collectively, “Defendants”)  
5 as set forth below.

6 **JURISDICTION AND VENUE**

7 1. This is an action for patent infringement pursuant to 35 U.S.C. § 271  
8 *et seq.*, false marking pursuant to 35 U.S.C. § 292, federal trademark infringement  
9 pursuant to 15 U.S.C. § 1114, false designation of origin pursuant to 15 U.S.C.  
10 § 1125(a), unfair competition pursuant to Cal. Bus. & Prof. Code § 17200 *et seq.*,  
11 false advertising pursuant to Cal. Bus. & Prof. Code § 17500, and trademark  
12 infringement and unfair competition under California common law.

13 2. This Court has exclusive subject matter jurisdiction over this action  
14 pursuant to 28 U.S.C. §§ 1331 and 1338(a) and (b) and 15 U.S.C. § 1121.  
15 This Court has supplemental jurisdiction over the state law claims pursuant to  
16 28 U.S.C. §§ 1338(b) and 1367 because those claims are so related to the federal  
17 claims that they form part of the same case or controversy.

18 3. This Court has personal jurisdiction over Defendants because, on  
19 information and belief, they have done substantial business in this judicial district  
20 and the acts complained of occurred within the judicial district.

21 4. On information and belief, Defendant Norco Wholesale Electric  
22 Supply Inc. has a regular and established place of business in this judicial district  
23 at 2400 W 7<sup>th</sup> St. #115, Los Angeles, CA 90057.

24 5. On information and belief, Defendant Corona Wholesale Electric Inc.  
25 had a regular and established place of business at 2400 W 7<sup>th</sup> St. #115, Los Angeles,  
26 CA 90057.

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1           14. Westgate has long been manufacturing, marketing, offering for sale,  
2 and/or selling in interstate commerce high-quality and innovative products under  
3 the WESTGATE name and trademark. Due to Westgate’s extensive, longstanding,  
4 and continuous use of the WESTGATE name and trademark, Westgate has built  
5 up significant goodwill therein and its branded goods have been and are  
6 immediately recognized by consumers and throughout the trade.

7           15. Westgate is the owner of a federal trademark registration for  
8 WESTGATE having registration number 5,410,387, which was registered on  
9 February 27, 2018 (the “WESTGATE trademark”). Attached hereto as Exhibit A  
10 is a true and correct copy of the WESTGATE registration, which is valid and  
11 subsisting.<sup>1</sup>

12           16. Through longstanding use, marketing, and registration, the  
13 WESTGATE name and trademark have achieved a high degree of consumer  
14 recognition.

15           17. In addition to its above-identified federal trademark registration,  
16 Westgate has acquired broad common law rights to the WESTGATE name and  
17 mark embodied in its federal trademark registration. The WESTGATE name and  
18 trademark has acquired strong secondary meaning and is a strong trademark.

19           **B. The Asserted Patent and Licensed Product**

20           18. Westgate is continually looking to bring new and innovative products  
21 to market. Respectful of others’ hard work and innovation, Westgate will, from  
22 time to time, license patents to facilitate new product development and  
23 introduction.

24           19. One such licensed patent is United States Patent No. 7,780,461 (“the  
25 ’461 Patent”), titled “MIDPOINT CABLE ELECTRICAL GROUND CLAMP.”

26 \_\_\_\_\_  
27 <sup>1</sup> The trademark owner was misspelled as Westgate Manufacturing, Inc. Plaintiff  
28 Westgate Mfg, Inc. is the owner of the WESTGATE trademark, and Westgate’s  
request that the WESTGATE registration be corrected is pending with the USPTO.

1 The '461 Patent was duly issued by the United States Patent and Trademark Office  
2 ("USPTO") on August 24, 2010 to Mr. Vernica. A true and correct copy of the  
3 '461 Patent is attached hereto as Exhibit B.

4 20. Mr. Vernica is the sole inventor and owner of the '461 Patent, and he  
5 has exclusively licensed to Westgate the rights to make, use, market, and sell  
6 products covered by the '461 Patent and enforce the '461 Patent.

7 21. The '461 Patent is directed to a grounding clamp, which physically  
8 and electrically connects a ground wire and a ground point, such as a pipe or  
9 grounding rod. The inventions described and claimed in the '461 Patent allows for  
10 easier and more secure connection of an armored ground wire to a ground point.

11 22. The '461 Patent includes 17 claims, of which claims 1, 9, and 10 are  
12 independent. Independent claim 1 of the '461 Patent recites:

13 1. A ground fitting comprising:

14 a sheathed ground wire grasping portion comprising:

15 a first armored cable entry;

16 a first armored cable clamp for grasping a first armored cable  
17 end inserted into the first armored cable entry;

18 a second armored cable entry opposite the first armored cable  
19 entry;

20 a second armored cable clamp for grasping a second armored  
21 cable end inserted into the second armored cable entry;

22 a ground wire passage between the first armored cable entry and  
23 the second armored cable entry for passage of the ground wire through  
24 the sheathed ground wire grasping portion;

25 A ground wire mouth allowing lateral insertion of the ground  
26 wire into the ground wire passage;

27 a ground wire clamp between the first armored cable entry and  
28 the second armored cable entry for grasping the ground wire; and

1 a ground point grasping portion electrically connected to the cable  
2 grasping portion and adapted to electrically connect to a ground point.

3 23. Westgate offers for sale and sells a grounding clamp embodying the  
4 inventions of the '461 Patent, which Westgate refers to as its Feed-Through  
5 Armored Ground Clamp, having product number MVP99 (*see*  
6 [https://www.westgatemfg.com/product/FEED-THROUGH-ARMORED-  
8 GROUND-CLAMP](https://www.westgatemfg.com/product/FEED-THROUGH-ARMORED-<br/>7 GROUND-CLAMP)) (the "Licensed Product"). Since at least February 2015,  
9 Westgate has identified the '461 Patent on the Licensed Product.

10 **C. Relatedness of Defendants**

11 24. On information and belief, Defendants, either jointly or separately,  
12 have previously and are currently making, using, offering for sale, and/or selling in  
13 interstate commerce grounding clamps that infringe the '461 Patent at least via  
14 Amazon.com under the name "CLAMP GROUNDING 1/2 to 3/4 in SCR," having  
15 ASIN number B07RGMBCRM (the "Accused Product"). Attached hereto as  
16 Exhibit C is a true and correct copy of the Amazon.com listing for the Accused  
17 Product (the "Amazon.com Listing").

18 25. The Amazon.com Listing states that the Accused Product is sold by  
19 and shipped from Webb Electric Supply. The Amazon.com Seller Profile for Webb  
20 Electric Supply, a true and correct copy of which is attached hereto as Exhibit D,  
21 lists a business name of Corona Wholesale Electric, Inc. having a business address  
22 of 2400 W 7<sup>th</sup> Ste 115, Los Angeles, CA 90057.

23 26. The California Secretary of State business entity listing for Defendant  
24 Corona, a true and correct copy of which is attached hereto as Exhibit E, lists  
25 2400 W 7<sup>th</sup> Street 115, Los Angeles, CA 90057 as both the entity and agent  
26 addresses, consistent with the Amazon.com Seller Profile for Webb Electric  
27 Supply/Corona Wholesale Electric, Inc. According to the California Secretary of  
28 State's Website, Defendant Corona is suspended.

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1           27. On information and belief, Defendant Norco has stepped into the  
2 shoes of now-suspended Defendant Corona. For example, the website  
3 <http://coronawholesaleelectric.com/contact-us/>, a true and correct copy of which is  
4 attached hereto as Exhibit F, lists the contact information of Defendant Corona as  
5 Norco Wholesale Electric Inc. with an address as 2400 W. 7<sup>th</sup> St. Ste 115,  
6 Los Angeles, CA 90057 and an e-mail address of [norcowholesale@yahoo.com](mailto:norcowholesale@yahoo.com).

7           28. Further, the California Secretary of State business entity listing for  
8 Defendant Norco, a true and correct copy of which is attached hereto as Exhibit G,  
9 lists Reynaldo Mejia as the agent for service of process, and the California  
10 Secretary of State business entity listing for Defendant Corona has Reynaldo Mejia  
11 Jr.

12           29. Even further, the president of Defendant Corona is Reynaldo Mejia Jr.  
13 and the present of Defendant Norco is Reynaldo Mejia. *See* Exhibits, H and I,  
14 respectively. On information and believe, Defendant Reynaldo Mejia is the  
15 president of both Defendants Corona and Norco.

16           30. In light of the substantial consistencies between Defendant Norco and  
17 Defendant Corona, Plaintiffs believe that Defendant Norco is now operating  
18 Webb Electric Supply on Amazon.com in place of and/or in conjunction with  
19 suspended Defendant Corona.

20           31. Further, Defendant Reynaldo Mejia previously operated an  
21 Amazon.com store having the name TOOLS101. A true and correct copy of the  
22 Amazon.com Seller Profile for TOOLS101 is attached hereto as Exhibit J and lists  
23 “tools101- Rey Vincent Mejia” as the business name and 11141 Gramercy Pl,  
24 Riverside, CA 92505 as the business address. On information and belief,  
25 Defendant Reynaldo Mejia previously operated the Amazon.com store  
26 TOOLS101. The Accused Product was previously available on Amazon.com at  
27 the TOOLS101 storefront.  
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**D. Defendants’ Infringing Conduct**

32. As described above, Defendants offered for sale and/or sold and are offering for sale and/or selling the Accused Product via Amazon.com. The Accused Product has, either literally or under the doctrine of equivalents, all of the elements of one or more of claims 1-12 of the ’461 Patent as follows and as described in the chart attached hereto as Exhibit K:

The Accused Product is a ground fitting and includes a sheathed ground wire grasping portion and a ground point grasping portion electrically connected to the cable grasping portion and adapted to electrically connect to a ground point.

The Accused Product’s ground point grasping portion includes a first armored cable entry, a first armored cable clamp for grasping a first armored cable end inserted into the first armored cable entry, a second armored cable entry opposite the first armored cable entry, a second armored cable clamp for grasping a second armored cable end inserted into the second armored cable entry, a ground wire passage between the first armored cable entry and the second armored cable entry for passage of the ground wire through the sheathed ground wire grasping portion, a ground wire mouth allowing lateral insertion of the ground wire into the ground wire passage, and a ground wire clamp between the first armored cable entry and the second armored cable entry for grasping the ground wire.

33. Defendants describe the Accused Product on its Amazon.com Listing (Exhibit C) as being manufactured by Westgate Manufacturing and as having part number WST MVP99, consistent with Westgate’s product number MVP99 for its Licensed Product. Defendants, in the Product Description, described the Accused Product as “Westgate’s new feed-through armored ground clamp,” again consistent with how Westgate markets its Licensed Product. Defendants have even copied



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Westgate’s picture of its Licensed Product as used on the Westgate website and used it on Defendants’ Amazon.com Listing of the Accused Product.



**Plaintiff Westgate’s Image**



**Defendants’ Image**

34. Although Defendants’ Amazon.com Listing indicates that Defendants are one of Westgate’s authorized retailers selling the genuine Licensed Product, Defendants are not authorized to manufacture, distribute, advertise, offer for sale, and/or sell Westgate’s Licensed Product or any product covered by the ’461 Patent.

35. Contrary to the representations on Defendants’ Amazon.com Listing, Defendants’ Accused Product is a counterfeit of Westgate’s Licensed Product. A side-by-side comparison of Defendants’ Accused Product purchased via the Amazon.com Listing and Westgate’s Licensed Product is provided below:

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**Accused Product**

**Licensed Product**



36. Defendants’ Accused Product is substantially identical to Westgate’s Licensed Product. Consistent with Westgate’s commitment to safety and reliability, its Licensed Product is UL listed and manufactured from a bronze alloy known for its high strength and conductivity. Defendants’ counterfeit Accused Product is of unknown quality and construction. Given the criticality of grounding components, such as the Licensed Product, consumers purchasing the Accused Product believing it to be a genuine Licensed Product may be putting themselves and others at risk.

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1 37. Defendants have marked the Accused Product as “Patent Pending”  
2 whereas Westgate’s Licensed Product lists the ’461 Patent. A search of the USPTO  
3 database assignor/assignee database does not show any assigned patent or patent  
4 application to Defendants.

5 **FIRST CLAIM FOR RELIEF**  
6 **(Infringement of the ’461 Patent**  
7 **Under 35 U.S.C. § 271)**

8 38. Plaintiffs incorporate and re-allege Paragraphs 1 through 37 of this  
9 Complaint as if fully set forth herein.

10 39. The USPTO duly issued the ’461 Patent on August 24, 2010.

11 40. The ’461 Patent is valid and enforceable.

12 41. Westgate has, since at least February 2015, marked its grounding  
13 clamp having product number MVP99 (referred to above and below as the  
14 “Licensed Product”) covered by the ’461 Patent pursuant to 35 U.S.C. § 287.

15 42. Defendants have infringed at least claim 1 of the ’461 Patent, either  
16 literally or under the doctrine of equivalents, by making, using, offering to sell,  
17 and/or selling in the United States its grounding clamp, including at least that  
18 identified by ASIN number B07RGMBCRM (referred to above and below as the  
19 “Accused Product”).

20 43. Defendants’ infringement of the ’461 Patent has injured Plaintiffs, and  
21 Plaintiffs are entitled to recover damages adequate to compensate it for Defendants’  
22 infringement, which in no event can be less than a reasonable royalty.

23 44. Upon information and belief, Defendants’ infringement was willful  
24 because Defendants made, used, offered for sale, and/or sold, and continue to do  
25 the same, the Accused Product despite an objectively high likelihood that their  
26 actions constituted infringement of a valid patent, and Defendants knew or should  
27 have known of such risk when they infringed the ’461 Patent.

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1 45. Pursuant to 35 U.S.C. § 284, the Court should award Plaintiffs treble  
2 damages as a result of Defendants’ willful infringement.

3 46. Defendants’ infringement of the ’461 Patent is exceptional.  
4 Accordingly, pursuant to 35 U.S.C. § 285, Plaintiffs are entitled to recover from  
5 Defendants their reasonable attorneys’ fees and costs incurred in prosecuting  
6 this action.

7 **SECOND CLAIM FOR RELIEF**  
8 **(False Marking Under 35 U.S.C § 292)**

9 47. Plaintiffs incorporate and re-allege Paragraphs 1 through 46 of this  
10 Complaint as if fully set forth herein.

11 48. Defendants make, use, sell, and/or offer for sale the Accused Product,  
12 which bears the designation “PATENT PENDING.”

13 49. On information and belief, Defendants do not own or have a license  
14 or assignment to any patent or patent application covering the Accused Product.

15 50. On information and belief, Defendants mark the Accused Product with  
16 “PATENT PENDING” with the intent to deceive the public to falsely establish  
17 itself as an authorized retailer of Westgate’s innovate Licensed Product and to gain  
18 an unfair competitive advantage over Plaintiffs.

19 51. Defendants are direct competitors of Westgate and distribute, market,  
20 and sell the Accused Product in similar channels of trade as Westgate distributes,  
21 markets, and sells its Licensed Product and other products.

22 52. Plaintiffs are suffering a competitive injury as a result of Defendants’  
23 use of the term “PATENT PENDING” on its Accused Product and are entitled to  
24 damages adequate to compensate for the injury.

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**THIRD CLAIM FOR RELIEF**  
**(Federal Trademark Infringement**  
**Under 15 U.S.C. § 1114)**

53. Plaintiffs incorporate and re-allege Paragraphs 1 through 52 of this Complaint as if fully set forth herein.

54. The WESTGATE trademark is recognized nationally, including in this judicial district, as being affixed to high-quality goods coming from Westgate.

55. The registration of the WESTGATE trademark is in full force and effect, and Westgate has authorized select, responsible vendors to sell goods under the WESTGATE trademark.

56. Defendants' unauthorized use of Westgate's WESTGATE trademark in connection with unauthorized, counterfeit, and/or inferior goods in interstate commerce is likely to cause confusion, mistake, or deception as to the source, origin, affiliation, connection, or association of the Accused Product with Westgate, or as to the approval of the Accused Product by Westgate, and thus constitutes trademark infringement in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §§ 1114.

57. Defendant's use of the WESTGATE trademark is without Westgate's authorization or authority and is in disregard for Westgate's right to control its trademark.

58. On information and belief, Defendants' acts are deliberate and intended to confuse the public as to the source of the Accused Product and to injure Plaintiffs and reap the benefit of Westgate's goodwill associated with its trademark.

59. Defendants' violation of 15 U.S.C. § 1114 has caused and will continue to cause Plaintiffs to suffer damages and irreparable harm.

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**FOURTH CLAIM FOR RELIEF**

**(False Designation of Origin**

**15 U.S.C. § 1125(a))**

60. Plaintiffs incorporate and re-allege Paragraphs 1 through 59 of this Complaint as if fully set forth herein.

61. Defendants’ use of counterfeit and/or confusingly similar imitations of the WESTGATE name and/or trademark and the Westgate product number MVP99 in the marketing and sale of the Accused Product constitutes a false designation of origin and false description likely to cause confusion or mistake, or to deceive, as to the affiliation, connection, or association of the Accused Product with Westgate in violation of 15 U.S.C. § 1125(a). Defendants have entered into commerce with infringing copies of goods substantially indistinguishable from or confusingly similar to that of the genuine Westgate Licensed Product while using the WESTGATE name and/or trademark and Westgate product number.

62. On information and belief, Defendants’ infringing and counterfeit Accused Product are of a different and lower quality than Westgate’s Licensed Product.

63. Upon information and belief, Defendants’ activities in soliciting sales using counterfeit goods in connection with the WESTGATE name and/or trademark and Westgate product number is in an attempt to profit from Westgate’s reputation and goodwill.

64. Upon information and belief, Defendants intend for the consuming public to believe that Defendants’ Accused Product has the same characteristics or qualities as Westgate’s genuine Licensed Product.

65. Defendants’ use of the WESTGATE name and/or trademark and Westgate product number is without Westgate’s authorization or authority and is in disregard for Westgate’s right to control its trademark.

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1 66. Defendants’ violation of 15 U.S.C. § 1125(a) has caused and will  
2 continue to cause Plaintiffs to suffer damages and irreparable harm.

3 **FIFTH CLAIM FOR RELIEF**  
4 **(California Unfair Competition Law,**  
5 **Bus. & Prof. Code § 17200, et seq.)**

6 67. Plaintiffs incorporate and re-allege Paragraphs 1 through 66 of this  
7 Complaint as if fully set forth herein.

8 68. Defendants’ use of the WESTGATE name and/or trademark and  
9 Westgate product number in connection with the Accused Product is likely to cause  
10 confusion, mistake, or deception as to the source, origin, affiliation, connection, or  
11 association of the Accused Product with Westgate, or as to the approval of the  
12 Accused Product by Plaintiffs.

13 69. Defendant’s use of the WESTGATE name and/or trademark and  
14 Westgate product number constitutes unfair, deceptive, or misleading practices in  
15 violation of California Business and Professions Code § 17200 et seq.

16 70. The false and misleading content on Defendants’ Amazon.com  
17 Listing constitutes unfair, deceptive, or misleading practices in violation of  
18 California Business and Professions Code § 17200 et seq.

19 71. Defendants have engaged in deceptive trade practices against  
20 Plaintiffs in willful and deliberate disregard of Plaintiffs’ rights and the consuming  
21 public.

22 72. Plaintiffs have suffered injury in fact and have lost money as a result  
23 of Defendants’ unfair and unlawful business practices in the form of damage to  
24 Westgate’s good will, lost sales, and other actual damages, for which Plaintiffs are  
25 entitled to restitution by and disgorgement from Defendants.

26 73. Defendants’ acts and conduct have caused and continue to cause  
27 Plaintiffs to suffer irreparable harm.

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**SIXTH CLAIM FOR RELIEF**  
**(California False Advertising Law,  
Bus. & Prof. § 17500)**

74. Plaintiffs incorporate and re-allege Paragraphs 1 through 73 of this Complaint as if fully set forth herein.

75. Defendants’ use of the WESTGATE name and/or trademark and Westgate product number in the marketing and sale of the Accused Product is likely to mislead purchasers as to the origin of the Accused Product offered by Defendants.

76. Defendants’ acts constitute false advertising within the meaning of California Business and Professions Code Section 17500.

77. Defendants’ acts and conduct have caused and continue to cause Plaintiffs to suffer irreparable harm.

**SEVENTH CLAIM FOR RELIEF**  
**(Common Law Trademark Infringement  
and Unfair Competition)**

78. Plaintiffs incorporate and re-allege Paragraphs 1 through 77 of this Complaint as if fully set forth herein.

79. Defendants, by its actions described above, have engaged in intentional business acts or practices that are unlawful, unfair, and/or fraudulent, including the infringement of the WESTGATE name and/or trademark and Westgate’s product number to describe the Accused Product.

80. Defendants’ use of the WESTGATE name and/or trademark and Westgate’s product number in connection with the Accused Product is likely to cause confusion, mistake, or deception as to the source, origin, affiliation, connection, or association of the Accused Product with Westgate, or as to the approval of the Accused Product by Plaintiffs.

81. Accordingly, Plaintiffs have suffered damages and irreparable harm.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment as follows:

1. That Defendants have infringed the '461 Patent;
2. That Defendants' infringement of the '461 Patent has been willful;
3. Entry of a permanent injunction against further infringement of the '461 Patent;
4. An award of damages adequate to compensate Plaintiffs for Defendants' infringement of the '461 Patent, including pre-judgment interest and costs;
5. An Order requiring Defendants to account for and pay to Plaintiffs any and all profits made by Defendants from their sales of the Accused Product pursuant to 35 U.S.C. § 289;
6. An award of all other damages permitted by 35 U.S.C. § 284;
7. A determination that this is an exceptional case within the meaning of 35 U.S.C. § 285 and an award to Plaintiff of its costs and reasonable attorneys' fees incurred in this action;
8. An award of statutory damages pursuant to 15 U.S.C. § 1117(c)(2);
9. An award of punitive and exemplary damages pursuant to California common law and Cal. Civ. Code § 3294(a) and punitive and exemplary damages in the form of treble damages pursuant to 15 U.S.C. § 1117(b);
10. For compensatory damages according to proof at trial and interest thereon;
11. An award to Plaintiffs of their costs in this action, including its reasonable attorneys' fees; and
12. Such other and further relief as the Court deems proper.

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Dated: December 8, 2021

Respectfully submitted,  
LEWIS ROCA ROTHGERBER  
CHRISTIE LLP

By /s/Kyle W. Kellar  
Constantine Marantidis  
G. Warren Bleeker  
Kyle W. Kellar

Attorneys for Plaintiffs  
WESTGATE MFG INC.  
and MIKE VERNICA

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**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial on all issues triable by a jury.

Dated: December 8, 2021

Respectfully submitted,  
LEWIS ROCA ROTHGERBER  
CHRISTIE LLP

By /s/Kyle W. Kellar  
Constantine Marantidis  
G. Warren Bleeker  
Kyle W. Kellar

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