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

DEPUTY

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7 PENTAIR TECHNICAL PRODUCTS

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10
11 PENTAIR TECHNICAL PRODUCTS,
12 INC.
13 Plaintiff,
14 v.
15 CARD LOCKS UNLIMITED INC., DAN
16 MORALES, and RONALD ALMEIDA
17 Defendants.

Case No. 12CV0883 LAB BGS

COMPLAINT FOR PATENT
INFRINGEMENT, TRADEMARK
INFRINGEMENT, FALSE DESIGNATION
OF ORIGIN, UNFAIR COMPETITION,
BREACH OF CONTRACT, AND
INTENTIONAL INTERFERENCE WITH
PROSPECTIVE ECONOMIC
ADVANTAGE

FILE BY FAX

JURY TRIAL DEMANDED

18 COMPLAINT

19 Plaintiff Pentair Technical Products, Inc. ("Pentair Technical Products" or "Plaintiff") for
20 its Complaint against Defendants Card Locks Unlimited Inc. ("CLU"), Dan Morales, and Ronald
21 Almeida (collectively, "Defendants") alleges as follows:

22 NATURE OF THE ACTION

23 1. This is a civil action for patent infringement, trademark infringement, false
24 designation of origin, unfair competition, breach of contract, and intentional interference with
25 prospective economic advantage, arising under the laws of the United States, Title 35, United
26 States Code, Sections 1, *et seq.*; and the Lanham Act, Title 15, United States Code, Sections
27 1051, *et seq.*; as well as the laws of the State of California, California Business and Professions
28

1 Code, Sections 17200, *et seq.*; Cal. Civ. Code Sections 1549, *et seq.* and 3300, *et seq.*; and the
2 common law of California.

3 **THE PARTIES**

4 2. Plaintiff Pentair Technical Products is a Rhode Island Corporation having its
5 principal place of business at 170 Commerce Drive, Warwick, Rhode Island and having a place of
6 business, where its Calmark line of products relevant to this litigation is designed, manufactured
7 and sold, at 7328 Trade Street, San Diego, California. Pentair Technical Products is the successor
8 in interest to all rights relevant to this action of PEP West, Inc., and of Calmark Corporation,
9 described below, relevant to the claims asserted in this action. Pentair Technical Products is
10 qualified to do and does transact business in the State of California.

11 3. On information and belief, Defendant CLU is a California corporation with its
12 principal place of business at 2310 E. Orangethorpe Ave, Anaheim, CA 92806.

13 4. On information and belief, Defendant Dan Morales is an individual, living in,
14 California, and working at CLU at 2310 E. Orangethorpe Ave, Anaheim, CA 92806.

15 5. On information and belief, Defendant Ronald Almeida is an individual, living in
16 Poway, California.

17 **JURISDICTION AND VENUE**

18 6. This is an action for patent infringement arising under the Patent Laws of the
19 United States, 35 U.S.C. § 271, 281-285 and trademark infringement arising under the Lanham
20 Act, 15 U.S.C. § 1114 and 15 U.S.C. § 1125(a). This is also an action for related claims that form
21 the same case and controversy at issue in the patent infringement and trademark infringement
22 claims.

23 7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.
24 §§ 1331, 1332, 1338(a) and 1338(b). This Court has supplemental jurisdiction over the claims
25 arising under the laws of the State of California asserted in this action pursuant to 28 U.S.C.
26 § 1367(a).

27 8. This Court has personal jurisdiction over Defendants CLU, Dan Morales and
28 Ronald Almeida because, *inter alia*, CLU, Dan Morales and Ronald Almeida have purposely

1 availed themselves of the rights and benefits of California law. Dan Morales and Ronald
2 Almeida were employed by PEP West, Inc. in California and in this District (PEP West, Inc. was
3 a California Corporation having its principal place of business at 7328 Trade Street, San Diego,
4 California) and thus have availed themselves to the jurisdiction of this Court. On information and
5 belief, Ronald Almeida lives in this District in San Diego, California. On information and belief,
6 CLU engages in the sale of products, within the United States, within this District and the State of
7 California, thus availing itself to the jurisdiction of this Court.

8 9. Venue is proper in this District under 28 U.S.C. §§ 1391 (b) and (c), among other
9 reasons, because:

10 a. Defendants CLU, Dan Morales and Ronald Almeida are subject to personal
11 jurisdiction in this District;

12 b. On information and belief, CLU has committed acts of infringement in this
13 District;

14 c. CLU has knowingly and purposefully directed its infringing and tortious
15 acts to this District, knowing that Pentair Technical Products does business in this District
16 and would suffer injuries as a result of those acts in this District. Pentair Technical
17 Products' Calmark branded products at issue in this action are designed, manufactured and
18 sold in this District, and as a result of Defendants' actions Pentair Technical Products
19 would suffer injuries in this District. CLU willfully and knowingly infringed Plaintiff's
20 patents and trademarks to compete against Plaintiff in this District;

21 d. The contract at issue between Ronald Almeida and PEP West, Inc., to
22 which Pentair Technical Products is successor, was formed in this District. Dan Morales
23 and Ron Almeida knowingly and purposefully directed their wrongful acts to this District,
24 knowing that Plaintiff does business in this District and would suffer injuries as a result of
25 those acts in this District; and

26 e. The records related to the claims of this action and the individuals with
27 information relevant to the claims of this action are, for the most part, located in this
28 District.

BACKGROUND

1
2 10. Pentair Technical Products is a leading global manufacturer and supplier of
3 systems used for enclosing, protecting, and cooling electrical and electronic systems. PEP West
4 Inc. ("PEP") was in the business of providing products such as circuit board, guides and retainers
5 for the commercial and military industries. On December 22, 2010, PEP merged with Pentair
6 Technical Products, and Pentair Technical Products became the successor in interest of PEP's
7 rights.

8 11. In or around 2005, Dan Morales and Ronald Almeida joined PEP from Applied
9 Power, Inc.

10 12. Calmark Corporation ("Calmark") was a company located in San Gabriel,
11 California, founded in the early 1970s. In 2007, PEP acquired the assets of Calmark Corporation.
12 Among other things, Calmark, and later PEP and/or Pentair Technical Products, manufactured
13 and continue to manufacture products for commercial and military industries, including
14 enclosures, guides, retainers and extractors for circuit boards.

15 13. For over 30 years, Calmark, PEP and/or Pentair Technical Products used and
16 continue to use the trademark CARD-LOK for a wide variety of products they manufacture,
17 distribute and sell. On July 13, 2010, CARD-LOK (Reg. no. 3816508) was registered by the
18 United States Patent and Trademark Office ("USPTO") for use in connection with "metal
19 hardware, namely, printed circuit board retainers in rack assemblies; metal hardware, namely,
20 printed circuit board retainers for use in cold plate and heat exchanger applications." PEP, which
21 applied for and was granted the registration for CARD-LOK, subsequently assigned the
22 trademark to Pentair Technical Products.

23 14. In addition to its CARD-LOK mark, Pentair Technical Products uses a number of
24 trademarks in connection with its products. These trademarks, including the naming of Pentair
25 Technical Products' retainer products, have been used by Pentair Technical Products, or its
26 predecessors in interest, over the last thirty years and have been used continuously in interstate
27 commerce. Through their widespread and long, continuing use, these marks have come to be
28

1 well and favorably known and have developed enormous commercial value and secondary
2 meaning.

3 15. On information and belief, CLU had knowledge of Pentair Technical Products'
4 marks and product numbering and deliberately adopted markings highly similar to them. For
5 example, CLU's 5000 series products have simply added the number 5 to the name given by
6 Pentair Technical Products to similar products. CLU's 5260, 5260L, 5260LE, 5263, 5265 and
7 5267 products are confusingly similar to Pentair Technical Products' 260, L260, LE260, 263,
8 265, and 267 products.

9 16. Similarly, CLU's 3000 series products have simply added the number 3 to the
10 name given by Pentair Technical Products to similar products. For example, CLU's 3225, 3230,
11 3240, 3245 and 3250 are confusingly similar to Pentair Technical Products' 225, 230, 240, 245
12 and 250 products.

13 17. On June 23, 1993, the USPTO duly and legally issued U.S. Patent No. 5,224,016
14 ("the '016 patent"), entitled "Retainer for Electronic Modules", to Calmark Corporation. The
15 '016 names Arnold M. Weisman, Mitchell Merritt, and Larry Costigan as inventors. The '016
16 patent was valid and enforceable prior to its expiration on June 29, 2010.

17 18. The '016 patent is directed to a retainer for retaining an electronic module, such as
18 a printed circuit board, in the slot of a casing.

19 19. On March 1, 1994, the USPTO duly and legally issued U.S. Patent No. 5,290,122
20 ("the '122 patent"), entitled "Printed Circuit Board Retainer," to EG&G Birtcher, Inc. The '122
21 patent names Conrad Hulme as the inventor. On November 23, 2005, the '122 patent was
22 assigned to PEP West, Inc. The '122 patent was valid and enforceable prior to its expiration on
23 March 1, 2011.

24 20. The '122 patent is directed to a retainer for holding a printed circuit card between
25 spaced surfaces.

26 21. Pentair Technical Products has the sole right to sue and recover for any past
27 infringement of the '016 and '122 patents. Pentair Technical Products sold products covered by
28 the '016 and the '122 patents prior to the expiration of those patents, and continues such sales.

1 22. After the acquisition of Calmark's assets by PEP, Dan Morales and Ronald
2 Almeida continued to work at PEP, where their responsibilities were related to, among other
3 things, the manufacturing of the Calmark branded products. Dan Morales was the Operations
4 Department Manager and was responsible for the transfer of Calmark operations from San
5 Gabriel to San Diego. Ronald Almeida was the Manufacturing Manager. On information and
6 belief, during that time and as a result of their positions at PEP, both Dan Morales and Ronald
7 Almeida possessed detailed information regarding the Calmark line of products, their
8 manufacture, specification, pricing and customers.

9 23. In June 2008, Ronald Almeida ceased working for PEP. In a Separation
10 Agreement and Release ("Separation Agreement") dated June 26, 2008, Ronald Almeida received
11 a payment of \$67,238.00, which was the equivalent of twenty-six weeks of base compensation.
12 He also received a COBRA subsidy. In return, Ronald Almeida agreed that he would

13 continue to treat, as private and privileged, any information, data,
14 figures, projections, estimates, marketing plans, customer lists, lists
15 of contract workers, tax records, personnel records, Internal affairs
16 materials, accounting procedures, formulas, contracts, business
17 partners, alliances, ventures and all other confidential information
18 belonging to the Company or any of its affiliates which Employee
19 acquired while working for the Company. Employee agrees that he
20 will not release any such information to any person, firm,
21 corporation or other entity at any time, except as may be required
22 by law, or as agreed to in writing by the Company.

19 He further acknowledged "that any violation of this non-disclosure provision shall entitle the
20 Company and its affiliates to appropriate injunctive relief and to any damages which may be
21 sustained due to the improper disclosure."

22 24. The Separation Agreement specifies that the Agreement would "be governed by
23 the laws of the State of California, and shall be construed and enforced thereunder."

24 25. On or about July 18, 2008, Dan Morales filed a business registration for Card
25 Locks Unlimited ("CLU") with the State of California.

26 26. On information and belief, Ronald Almeida worked for CLU after his departure
27 from PEP.

28

1 27. CLU sold products substantially similar or identical to Pentair Technical Products'
2 Calmark line of products sold by Pentair Technical Products. CLU used trademarks and names
3 for its products that are the same or confusingly similar to those used by Pentair Technical
4 Products for its Calmark line of products.

5 28. CLU conducted and continues to conduct its business using the trademark CARD
6 LOCKS UNLIMITED and CARD LOCK. CLU uses its CARD LOCKS UNLIMITED and
7 CARD LOCK trademarks for a wide variety of goods and services, including goods for which
8 Pentair Technical Products uses its CARD-LOK® mark. For example, where Pentair Technical
9 Products calls certain goods CARD-LOK® retainers, CLU calls its identical retainers "card lock
10 retainers." Likewise, CLU's part number codes are nearly identical to the trademarks used by
11 Pentair Technical Products, PEP, and Calmark for many years in connection with the same or
12 substantially similar goods now manufactured by CLU.

13 29. These products included the Series 5226, 5260L and 5260LE products, and Series
14 3225, 3230 and 3250 products, which, on information and belief, are substantially similar or
15 identical to Pentair Technical Products' Series 226, L260 and LE260 products and Series 225,
16 230 and 250 products. Pentair Technical Products' '016 patent and/or '122 patent covered these
17 products.

18 30. In the past, CLU used Pentair Technical Products' Calmark® and Birtcher®
19 trademarks, as well as the names of CLU's product series, on CLU's website to sell CLU's
20 products. In October 2010, PEP discovered this infringement and demanded CLU cease its
21 infringement of the Calmark® and Birtcher® trademarks, as well as the names of CLU's product
22 series.

23 31. On information and belief, aided by Pentair Technical Products' confidential
24 information, CLU has sold its similar products to Pentair Technical Products' customers,
25 infringing Pentair Technical Products' patent and trademark rights, violating California's unfair
26 competition laws, and interfering with Pentair Technical Products' prospective sales.

27 32. Pentair Technical Products has suffered actual damages from CLU's conduct.
28

COUNT I: PATENT INFRINGEMENT
(U. S. Patent No. 5,224,016 — Against CLU)

1
2
3 33. Plaintiff incorporates by reference paragraphs 1 through 32 as if fully stated
4 herein.

5 34. On June 29, 1993, the United States Patent and Trademark Office duly and legally
6 issued United States Patent No. 5,224,016 entitled "Retainer for Electronic Modules." A true and
7 correct copy of the '016 patent is attached hereto as **Exhibit A**.

8 35. Plaintiff is the lawful owner by assignment of all right, title and interest in and to
9 the '016 patent and has exclusive rights to enforce that patent and seek damages and other relief
10 for its infringement.

11 36. On information and belief, prior to the expiration of the '016 patent, CLU directly
12 infringed one or more valid and enforceable claims of the '016 patent, in violation of 35 U.S.C.
13 § 271(a) by making, using, offering for sale and/or selling infringing products, including its Series
14 5000 Style 260L and 260LE products, without authority or license from Plaintiff or its
15 predecessors in interest.

16 37. On information and belief, certain CLU products, including its Series 5000 Style
17 260L and 260LE products, which are retainers for electronic modules, contain each and every
18 element of one or more claims of the '016 patent or an equivalent of that element, and thus CLU's
19 manufacture of, offers to sell, and sales of these products prior to June 29, 2010 infringed the
20 '016 patent.

21 38. The foregoing actions by CLU constituted infringement of the '016 patent under
22 35 U.S.C. § 271.

23 39. On information and belief, CLU, through its agents Dan Morales and Ronald
24 Almeida, knew or should have known that certain CLU products infringed the '016 patent at the
25 time of the infringing sales. During and after the time that Dan Morales and Ronald Almeida
26 worked for PEP, Plaintiff's products and catalogue were marked with the '016 patent. Further, on
27 information and belief, through their employment at PEP, Dan Morales and Ronald Almeida had
28 knowledge of the '016 patent.

1 40. CLU acted without a reasonable basis for believing that it would not be liable for
2 infringement of the '016 patent and therefore willfully infringed the '016 patent.

3 41. CLU's conduct renders this case "exceptional" as described under 35 U.S.C.
4 § 285.

5 **COUNT II: PATENT INFRINGEMENT**
6 (U. S. Patent No. 5,290,122 — Against CLU)

7 42. Plaintiff incorporates by reference paragraphs 1 through 32 as if fully stated
8 herein.

9 43. On March 1, 1994, the USPTO duly and legally issued U.S. Patent No. 5,290,122
10 ("the '122 patent"), entitled "Printed Circuit Board Retainer." A true and correct copy of the '016
11 patent is attached hereto as **Exhibit B**.

12 44. Plaintiff is the lawful owner by assignment of all right, title and interest in and to
13 the '122 patent and has exclusive rights to enforce that patent and seek damages and other relief
14 for its infringement.

15 45. On information and belief, prior to the expiration of the '122 patent, CLU directly
16 infringed one or more valid and enforceable claims of the '122 patent, in violation of 35 U.S.C.
17 § 271(a) by making, using, offering for sale and/or selling infringing products, including its Series
18 3000 Style 3225, 3230, and 3250 products and its Series 5000 Style 5226 product, without
19 authority or license from Plaintiff or its predecessors in interest.

20 46. On information and belief, certain CLU products, including its Series 3000 Style
21 3225, 3230, and 3250 products and its Series 5000 Style 5226 product, which are retainers for
22 printed circuit cards, contain each and every element of one or more claims of the '122 patent or
23 an equivalent of that element, and thus CLU's manufacture of, offers to sell, and sales of these
24 products prior to March 1, 2011 infringed the '122 patent.

25 47. The foregoing actions by CLU constituted infringement of the '122 patent under
26 35 U.S.C. § 271.

27 48. On information and belief, CLU, through its agents Dan Morales and Ronald
28 Almeida, knew or should have known that certain CLU products infringed the '122 patent at the

1 time of the infringing sales. Further, on information and belief, through their employment at PEP,
2 Dan Morales and Ronald Almeida had knowledge of the '122 patent.

3 49. CLU acted without a reasonable basis for believing that it would not be liable for
4 infringement of the '122 patent and therefore willfully infringed the '122 patent.

5 50. CLU's conduct renders this case "exceptional" as described under 35 U.S.C.
6 § 285.

7 **COUNT III: VIOLATION OF SECTION 32 OF THE LANHAM ACT —**
8 **TRADEMARK INFRINGEMENT**
(Against CLU)

9 51. Plaintiff incorporates by reference paragraphs 1 through 32 as if fully stated
10 herein.

11 52. CLU's unauthorized use of the CARD-LOK trademark in interstate commerce in
12 connection with the sale, offering for sale, distribution and advertising of its goods and services
13 was and is likely to cause confusion, mistake or deception in violation of Section 32 of the
14 Lanham Act, 15 U.S.C. § 1114.

15 53. Plaintiff has been damaged by these acts.

16 54. This case is an exceptional case pursuant to 15 U.S.C. § 1117.

17 **COUNT IV: VIOLATION OF SECTION 43(a) OF THE LANHAM ACT — FALSE**
18 **DESIGNATION OF ORIGIN**
(Against CLU)

19 55. Plaintiff incorporates by reference paragraphs 1 through 32 as if fully stated
20 herein.

21 56. CLU's unauthorized use in interstate commerce of the trademark CARD LOCK,
22 and retainer product numbers 3225, 3230, 3240, 3245, 3250, 5260, 5260L, 5260LE, 5263, 5265,
23 and 5267 in connection with the advertisement of their goods and services is likely to cause
24 confusion, mistake or deception as to the affiliation, connection or association of CLU with
25 Plaintiff or as to the origin, sponsorship or approval of CLU's goods and services by Plaintiff.

26 57. Plaintiff has been damaged by these acts, all in violation of Section 43(a) of the
27 Lanham Act, 15 U.S.C. § 1125(a).

28 58. This case is an exceptional case pursuant to 15 U.S.C. § 1117.

1 **COUNT V: UNFAIR COMPETITION UNDER CALIFORNIA BUSINESS AND**
2 **PROFESSIONS CODE, SECTIONS 17200, ET SEQ.**

(Against CLU)

3 59. Plaintiff incorporates by reference paragraphs 1 through 32 as if fully stated
4 herein.

5 60. CLU sells products substantially similar, if not identical, to Plaintiff's products,
6 and identifies its products in a manner confusingly similar to Plaintiff's products. On information
7 and belief, with full knowledge of Plaintiff and its product lines, CLU has copied Plaintiff's
8 trademarks, Plaintiff's products, many aspects of Plaintiff's catalogue, Plaintiff's product names,
9 and Plaintiff's part number codes. This false promotional practice is likely to deceive the public,
10 leading the public to confuse CLU's products with Plaintiff's products.

11 61. On information and belief, CLU has used Plaintiff's confidential information,
12 including but not limited to Plaintiff's manufacturing process, product specifications, pricing, and
13 customer information, obtained through by CLU through unlawful means.

14 62. On information and belief, CLU has used Plaintiff's confidential information,
15 obtained by CLU through unlawful means, to compete unfairly against Plaintiff and to take sales
16 from Plaintiff.

17 63. At least these actions by CLU constitute unfair competition under California
18 Business and Professions Code, Sections 17200, *et seq.*

19 64. As a result of CLU's unfair competition, CLU through improper means has
20 obtained money and/or other property in an amount to be determined.

21 **COUNT VI: BREACH OF CONTRACT**

(Against Ronald Almeida)

22
23 65. Plaintiff incorporates by reference paragraphs 1 through 32 as if fully stated
24 herein.

25 66. On June 26, 2008, PEP and Ronald Almeida entered into a valid contract, the
26 Separation Agreement, the material terms of which are set forth above.

27 67. PEP and Plaintiff performed all of their obligations under the Separation
28 Agreement, including the payment of a substantial sum of money to Ronald Almeida.

1 68. Under the Separation Agreement, Ronald Almeida expressly agreed, among other
2 things, to treat as private and privileged Plaintiff's confidential information acquired by Ronald
3 Almeida while working for PEP. Ronald Almeida further expressly agreed to not release any
4 such information to any person, firm, corporation or other entity.

5 69. On information and belief, in breach of the Separation Agreement, Ronald
6 Almeida, among other things, released Plaintiff's confidential information relating to product
7 manufacturing, specifications, prices and customers to CLU for use in unfair competition against
8 Plaintiff.

9 70. As a direct and proximate cause of this breach, Plaintiff was harmed and has
10 suffered damages in an amount to be determined.

11 **COUNT VII: INTENTIONAL INTERFERENCE WITH**
12 **PROSPECTIVE ECONOMIC ADVANTAGE**
(Against all Defendants)

13 71. Plaintiff incorporates by reference paragraphs 1 through 32 as if fully stated
14 herein.

15 72. Plaintiff has ongoing economic relationships with a number of customers, with the
16 probability of future economic benefit to Plaintiff from those relationships.

17 73. Through Ronald Almeida's and Dan Morales' work at PEP, Defendants knew of
18 Plaintiff's customer relationships.

19 74. Defendants offered certain customers of Plaintiff products that were identical or
20 substantially similar to Plaintiff's products, for a reduced price. Defendants named their products
21 in a manner confusingly similar to Plaintiff's products and in violation of Plaintiff's trademarks.
22 On information and belief, Defendants used their knowledge of Plaintiff's product manufacturing,
23 specifications, prices and Plaintiff's customers to interfere with the relationships between Plaintiff
24 and Plaintiff's customers. This information was obtained, at least in part, through breach of the
25 contract between Ronald Almeida and PEP. At least these acts constituted wrongful conduct.

26 75. Defendants' wrongful conduct was intentionally designed to disrupt the
27 relationship between Plaintiff and its customers, and result in a disruption of those relationships.

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1 76. Defendants' wrongful conduct directly and proximately caused economic harm to
2 Plaintiff, causing damages in an amount in an amount to be determined.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff Pentair Technical Products respectfully requests final judgment
5 as follows:

6 **Counts I and II**

7 A. Declaration that CLU's sales of accused products prior to the expiration of U.S.
8 Patent No. 5,224,016 infringed that patent;

9 B. Declaration that CLU's sales of accused products prior to the expiration of U. S.
10 Patent No. 5,290,122 infringed that patent;

11 C. Award to Plaintiff of damages resulting from CLU's patent infringement pursuant
12 to 35 U.S.C. § 284;

13 D. Award to Plaintiff of costs and interest pursuant to 35 U.S.C. § 284;

14 E. Award to Plaintiff of treble damages pursuant to 35 U.S.C. § 284;

15 F. Declaration that this is an exceptional case within the meaning of 35 U.S.C. § 285
16 and an award to Plaintiff of its attorneys' fees, costs, and expenses incurred in prosecuting this
17 action;

18 **Counts III and IV**

19 G. Declaration that CLU's actions infringe Plaintiff's registered trademark under 15
20 U.S.C. § 1114;

21 H. Declaration that CLU's actions constituted false designation of origin under 15
22 U.S.C. § 1126(a);

23 I. Permanent injunction barring CLU and its officers, agents, and employees, and all
24 persons acting in concert with CLU from infringing Plaintiff's registered and unregistered
25 trademarks;

26 J. Award to Plaintiff of damages resulting from CLU's actions pursuant to 35 U.S.C.
27 § 1117(a);

28 K. Award to Plaintiff of CLU's profits resulting from CLU's actions pursuant to 35

1 U.S.C. § 1117(a);

2 L. Award to Plaintiff of costs incurred in prosecuting this action pursuant to 35
3 U.S.C. § 1117(a);

4 M. Award of treble the amount found or assessed together with interest pursuant to 35
5 U.S.C. § 1117(b);

6 N. Declaration that this is an exceptional case within the meaning of 15 U.S.C.
7 § 1117(a) and an award to Plaintiff of its attorneys' fees incurred in prosecuting this action;

8 O. Award to Plaintiff of three times its damages or CLU's profits, whichever amount
9 is greater, pursuant to 35 U.S.C. § 1117(b);

10 **Count V**

11 P. Declaration that CLU's actions constitute unfair competition under California
12 Business and Professions Code, Sections 17200-17209;

13 Q. Award to Plaintiff of restitution for the unlawful competition and for disgorgement
14 by CLU;

15 R. Permanent injunction against CLU, prohibiting such actions in the future;

16 **Count VI**

17 S. Declaration that Ronald Almeida's actions constituted a breach of the Separation
18 Agreement;

19 T. Award to Plaintiff of damages resulting from the breach;

20 U. Permanent injunction barring Ronald Almeida from breaching the Separation
21 Agreement in the future;

22 **Count VII**

23 V. Declaration that Defendants' actions constituted tortious interference with
24 Plaintiff's prospective economic advantage;

25 W. Award to Plaintiff of damages resulting from the tortious interference; and

26 X. Award to Plaintiff, to the extent allowable, of its costs of suit, including attorneys
27 fees incurred in bringing, prosecuting, and maintaining this suit.

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DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury of its claims set forth herein to the maximum extent permitted by law.

Dated: April ~~10th~~ 2012

Respectfully submitted,

Schiff Hardin LLP

By: 

Attorneys for Plaintiff
Pentair Technical Products

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Pentair Technical Products, Inc.

(b) County of Residence of First Listed Plaintiff Kent County, R.I. (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Schiff Hardin LLP, One Market, Spear Street Tower, 32nd Floor, San Francisco CA 94105 T: 415-901- 8756

DEFENDANTS

Card Locks Unlimited Inc., Dan Morales, and Ronald Almeida

CLERK, U.S. DISTRICT COURT COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT DISTRICT OF CALIFORNIA (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. CLK DEPUTY

Attorneys (If Known)

12 APR 10 PM 3:47 12CV0883 LAB BGS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, PERSONAL PROPERTY, PRISONER/PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

V. ORIGIN

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 USC 1114

Brief description of cause: Trademark Infringement

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMANDS TBD; injunction CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 04/10/2012 SIGNATURE OF ATTORNEY OF RECORD /s/ Stephen M. Hankins

FOR OFFICE USE ONLY RECEIPT # 37499 MOUNT \$350.00 APPLYING IFF JUDGE MAG. JUDGE

CR

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS037499
Cashier ID: mbain
Transaction Date: 04/10/2012
Payer Name: DIVERSIFIED LEGAL SERVICES

CIVIL FILING FEE
For: PENTAIR V CARD LOCKS
Case/Party: D-CAS-3-12-CV-000883-001
Amount: \$350.00

CHECK
Check/Money Order Num: 54811
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00 /
Change Amt: \$0.00

There will be a fee of \$53.00
charged for any returned check.