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AO 120 (Rev. 08/10)

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Northern District of California on the following

Trademarks or Patents. (the patent action involves 35 U.S.C. § 292.);

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT Northern District of California
PLAINTIFF NETGEAR, INC., a Delaware corporation		DEFENDANT LIGHTHOUSE SALES & MARKETING, LLC, a Florida Limited Liability Company, w/ AGENT LINK
CV 12-04199 MEJ		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 2124219	11/30/1995	NETGEAR, Inc.
2		
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5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading		
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK	
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK RICHARD W. WIEKING	(BY) DEPUTY CLERK GLORIA ACEVEDO	DATE
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Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
 Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

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RECEIVED
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE, CALIFORNIA

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

12 NETGEAR, INC. a Delaware corporation,
13 E-filing
14 Plaintiff,

15 v.

16 LIGHTHOUSE SALES & MARKETING,
17 LLC a Florida Limited Liability Company,
18 d/b/a AGENT LINK,

19 Defendant.

CASE NO. CV 12-04199 MEJ

COMPLAINT FOR TRADEMARK
INFRINGEMENT, LANHAM ACT
VIOLATIONS AND RELATED
CLAIMS

DEMAND FOR JURY TRIAL

21 Plaintiff NETGEAR, Inc. ("Netgear" or "Plaintiff") hereby complains and alleges against
22 defendant Lighthouse Sales & Marketing, LLC d/b/a Agent Link ("Agent Link" or "Defendant")
23 as follows:

24 **THE PARTIES**

25 1. Netgear is a Delaware corporation with its principal place of business at
26 350 E. Plumeria Drive, San Jose, California 95134.
27
28

1 **GENERAL ALLEGATIONS**

2 **Netgear's Trademark Rights**

3 9. Netgear is a leading manufacturer and seller of computer network hardware
4 products (such as routers, gateways, adaptors, servers, storage devices, and wireless controllers),
5 network software, and related network accessories and services.

6 10. Netgear's products are available for sale in retail outlets throughout the United
7 States, including Radio Shack, Best Buy, Fry's Electronics, and Staples, as well as through
8 online retailers, including <amazon.com>, <newegg.com>, and <tigerdirect.com>, among many
9 others.

10 11. Netgear has been promoting its products and services under the NETGEAR mark
11 and trade name in the United States since at least as early as 1996. Netgear's use of the
12 NETGEAR mark and trade name has been valid and continuous since the date of first use and
13 has not been abandoned.

14 12. Netgear owns Registration No. 2124219 for the mark NETGEAR, with priority
15 based on a filing date of November 30, 1995. This registration issued on December 23, 1997 for
16 "computer network interconnection hardware, namely routers, bridges, hubs and switches;
17 computer programs for interfacing with computer hardware in computer communications
18 networks" (the "NETGEAR Registration"). Netgear also owns numerous other registrations in
19 the United States for related NETGEAR marks, including: NETGEAR GREEN & Design (Reg.
20 No. 3764317); NETGEAR STORA (Reg. No. 3838996); and NETGEAR STORA & Design
21 (Reg. No. 3836150).

22 13. The NETGEAR Registration is valid and constitutes prima facie evidence of
23 Netgear's exclusive right to use the NETGEAR mark in commerce in connection with the goods
24 specified in the registration.

25 14. Netgear makes extensive use of social media to promote its mark, trade name,
26 goods and services. Netgear heavily promotes its products and services under the NETGEAR
27 mark and trade name on social media websites such as Facebook and Twitter. Netgear operates
28 NETGEAR-branded online forums on such social media websites so that consumers can discuss

1 and comment on Netgear's products and services. Attached hereto as Exhibit A are screenshots
2 taken of NETGEAR-branded Facebook and Twitter pages as they appeared on August 1, 2012.

3 15. Netgear promotes its products and services under the NETGEAR mark and trade
4 name on its website at the domain name <netgear.com>. This website receives substantial
5 Internet traffic. Attached hereto as Exhibit B is a printout of the home page of <netgear.com>.

6 16. Netgear annually invests millions of dollars promoting the sale of its products and
7 services under the NETGEAR mark and trade name. Likewise, Netgear has sold or licensed
8 billions of dollars of these products and services. In 2011 alone, Netgear spent over 21 million
9 dollars on advertising and promotion while its net revenue was approximately 1.2 billion dollars.

10 **Defendant's Improper Use of Netgear's Mark and Trade Name**

11 17. Netgear is informed and believes, and therefore alleges, that Defendant uses the
12 marks SOCIAL NETGEAR and SOCIAL NET GEAR (collectively, "the SOCIAL NETGEAR
13 marks"), via its website at <socialnetgear.com>, in connection with advertising and marketing its
14 social media consulting services. Attached hereto as Exhibit C is a printout from the
15 <socialnetgear.com> website as it appeared on August 1, 2012.

16 18. Defendant is not an authorized licensee of Plaintiff's NETGEAR mark or trade
17 name.

18 19. On information and belief, Defendant first registered the <socialnetgear.com>
19 domain name in April 2011, long after Netgear began use of its NETGEAR mark. Attached
20 hereto as Exhibit D is a printout of WHOIS records reflecting that Defendant registered the
21 <socialnetgear.com> domain name on April 1, 2011. At that time, Defendant was not using the
22 SOCIAL NETGEAR marks or any other mark comprised of a "netgear" term, did not own or
23 operate any business with "netgear" in its name, did not identify itself as "netgear" and was not
24 making fair use of the term "netgear."

25 20. Sometime after April 1, 2011 Defendant began use of the SOCIAL NETGEAR
26 marks on its website located at <socialnetgear.com>, and elsewhere, to promote its social media
27 consulting services.

1 or deactivation of all of Defendant's infringing materials, Defendant's profits, Netgear's
2 damages and Netgear's costs in prosecuting this action.

3 **SECOND CLAIM FOR RELIEF**

4 **False Representation and False Designation of Origin, 15 U.S.C. § 1125(a)**

5 28. Netgear realleges and incorporates by reference paragraphs 1 through 27 above as
6 though fully set forth herein.

7 29. Netgear is the owner of the NETGEAR mark and trade name.

8 30. Defendant has used in commerce, without Netgear's consent, the SOCIAL
9 NETGEAR marks that are confusingly similar to the NETGEAR mark and trade name. Taking
10 into account the similar commercial activities of the parties, among other factors, Defendant's
11 use of the SOCIAL NETGEAR marks is likely to cause confusion, deception, or mistake among
12 consumers.

13 31. Defendant's unauthorized use of the SOCIAL NETGEAR marks has damaged
14 Netgear in an amount to be proved at trial. As a consequence of Defendant's conduct, Netgear
15 has suffered irreparable harm and will continue to do so unless Defendant's unlawful conduct is
16 enjoined.

17 32. Defendant's acts described above, including its use in commerce of a mark that is
18 confusingly similar to the NETGEAR mark and trade name, are likely to cause confusion,
19 mistake, or deception as to the source, sponsorship, affiliation or approval of Defendant's
20 services.

21 33. As a consequence of Defendant's violation, Netgear is entitled to an injunction, as
22 set forth below, an order of destruction or deactivation of all of Defendant's infringing materials,
23 Defendant's profits, Netgear's damages and Netgear's costs in prosecuting this action.

24 **THIRD CLAIM FOR RELIEF**

25 **Dilution, 15 U.S.C. § 1125(c)**

26 34. Plaintiff realleges and incorporates by reference paragraphs 1 through 33 as set
27 forth herein.

28

1 regarding the origin and sponsorship of Defendant's services and the dilution in the quality of its
2 valid, federally registered trademark, trade name and its well known brand.

3 43. Netgear has suffered irreparable harm as a result of Defendant's unfair acts and
4 business practices. It would be difficult to ascertain the amount of money damages that would
5 afford Netgear adequate relief at law. Netgear's relief at law is not adequate to compensate it for
6 the injuries inflicted by Defendant. Accordingly, Netgear is entitled to preliminary and
7 permanent injunctive relief pursuant to Cal. Bus. & Prof. Code § 17203, as well as restitution and
8 disgorgement of Defendant's profits.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment in its favor and against Defendant as
11 follows:

12 a. That the Court preliminarily and permanently enjoin Defendant and each of its
13 subsidiaries, parent and affiliated companies, successors, assigns, officers, directors, agents,
14 partners, servants, employees, and attorneys of those companies or individuals, and all others in
15 active concert or participation with Defendant, from using the NETGEAR mark, and any other
16 mark, word, name or domain name that is likely to cause confusion with Netgear or Netgear's
17 trademarks including – but not limited to – the SOCIAL NETGEAR marks;

18 b. That the Court require Defendant and all others holding by, through or under
19 them, to deliver up for destruction or deactivation all products, labels, signs, prints, packages,
20 wrappers, receptacles, advertisements, website content, television advertisements and other
21 electronic forms of data in their possession or control bearing the NETGEAR mark or any other
22 variation of Netgear's trademarks including – but not limited to – the SOCIAL NETGEAR
23 marks;

24 c. That the Court require Defendant to transfer to Netgear the Internet domain name
25 <socialnetgear.com>;

26 d. That Defendant be ordered to engage in corrective advertising at its own expense
27 to the extent necessary to correct any misperceptions resulting from its unlawful acts complained
28 of above.

1 e. That the Court require Defendant to account for and pay to Netgear treble the
2 amount of all profits derived by Defendant as a result of the acts alleged in this action;

3 f. That the Court order Defendant to pay to Netgear treble the amount of all
4 damages incurred by Netgear by reason of Defendant's acts alleged in this action;

5 g. That Defendant be ordered to pay Netgear's reasonable attorneys' fees, pre-
6 judgment interest and costs of this; and

7 h. That the Court grant such other and further relief as the Court deems just and
8 equitable.

9
10 Dated: August 1, 2012

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

11
12 By: 
13 John L. Slafsky

14 Attorneys for Plaintiff
15 NETGEAR, INC.

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1 DEMAND FOR JURY TRIAL

2 Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a jury trial of
3 all issues triable by a jury.

4
5 Dated: August 1, 2012

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

6
7 By: 
8 John L. Slafsky

9
10 Attorneys for Plaintiff
NETGEAR, INC.

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