

1 JAMES V. FAZIO, III (CSB NO. 183353)  
jamesfazio@sandiegoplw.com  
2 TREVOR Q. CODDINGTON, PH.D. (CSB NO. 243042)  
trevorcoddington@sandiegoplw.com  
3 SAN DIEGO IP LAW GROUP LLP  
12526 High Bluff Drive, Suite 300  
4 San Diego, CA 92130  
Telephone: (858) 792-3446  
5 Facsimile: (858) 792-3447

6 Attorneys for Plaintiff  
PARTS.COM, LLC  
7

8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA

10  
11 PARTS.COM, LLC,  
12 Plaintiff,  
13 vs.  
14 GOOGLE INC.,  
15 Defendant.

CASE NO. '13CV1074 JLS WMC

**COMPLAINT FOR:**

- (1) FEDERAL TRADEMARK INFRINGEMENT;**
- (2) FEDERAL FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION;**
- (3) COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION;**
- (4) UNFAIR AND DECEPTIVE TRADE PRACTICES;**
- (5) FEDERAL TRADEMARK DILUTION; AND**
- (6) STATE TRADEMARK DILUTION AND INJURY TO BUSINESS REPUTATION**

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Parts.com, LLC (“Parts.com”) hereby complains of Defendant Google Inc.  
2 (“Google”) and alleges as follows:

3 **INTRODUCTION**

4 1. This is an action at law and in equity for federal and state trademark infringement,  
5 trademark dilution, unfair competition, and related claims arising under California state law, the  
6 Lanham Act, 15 U.S.C. § 1051 *et seq.*, and federal and state common law.

7 **THE PARTIES**

8 2. Plaintiff Parts.com, LLC (“Parts.com”) is a Delaware limited liability company  
9 with its principal place of business located at 2196 Carmel Valley Road, 3<sup>rd</sup> Floor, Del Mar,  
10 California 92014.

11 3. Defendant Google is a Delaware corporation with its principal place of business  
12 located at 1600 Amphitheatre Parkway, Mountain View, California 94043.

13 **JURISDICTION AND VENUE**

14 4. This Court has subject matter jurisdiction under section 39 of the Lanham Act, 15  
15 U.S.C. § 1121, and under 28 U.S.C. §§ 1331 and 1338. This Court has subject matter jurisdiction  
16 over Parts.com’s related state and common law claims under 28 U.S.C. §§ 1338(b) and 1367.

17 5. This Court has personal jurisdiction over Google because Google resides in  
18 California and has committed and continues to commit acts of infringement and other violations  
19 in California (and in this District), and because Google regularly transacts and conducts business  
20 in California (and in this District).

21 6. Venue is proper in this District under 28 U.S.C. § 1391(b) and (c) because a  
22 substantial part of the acts or omissions giving rise to the claims in this action have occurred in  
23 this District, and because a substantial part of the property that is the subject of this action is  
24 located in this District.

25 **GENERAL ALLEGATIONS**

26 **Parts.com And Its Mark**

27 7. Parts.com is the online source of over 20 million automotive replacement parts,  
28 accessories, catalogues and related automotive materials and equipment for over 40 automobile

1 manufacturers worldwide. Parts.com is the owner of the internet domain [www.parts.com](http://www.parts.com) and is  
2 the owner by assignment of the federally registered trademark parts.com® issued on September  
3 16, 2008 (a copy of which is attached hereto as Exhibit A). Parts.com relies almost exclusively  
4 on the internet and its website as a source of business.

5 8. Since at least January, 2000, Parts.com has been continuously engaged in the  
6 business of selling or sourcing automotive replacement parts, accessories, catalogues and related  
7 automotive materials and equipment under the parts.com® mark. During that time, Parts.com has  
8 expended a significant amount of resources in developing goodwill and brand recognition in and  
9 for the parts.com® mark.

### 10 **Google's Search Engine**

11 9. Google owns and operates one of the world's most-widely Internet search engines.  
12 A search engine is a computer program that allows computer users to search the World Wide  
13 Web for websites containing particular content. Google's search engine is available not only on  
14 its website ([www.google.com](http://www.google.com)), but also on other popular websites that use its search engine.

15 10. To use Google's search engine, a World Wide Web user need only type a few  
16 words and hit "enter" (or click on the "Google search" button) to receive a list of hyperlinks to  
17 web pages that Google identifies as having content response to the user's search query. Web  
18 users may then visit these pages by clicking on the links that Google provides. Google maintains  
19 and, on information and belief, many consumers believe, that search results Google returns are  
20 the product of an objective formula or algorithm that produces "natural" or "organic" results, i.e.,  
21 web listings the display and placement of which are not affected by payments to Google from  
22 website owners.

23 11. Google, however, does not only provide Internet users with such "organic" search  
24 results. Without authorization or approval by Parts.com, Google has sold to third parties the  
25 "right" to use the parts.com® mark or terms and phrases including or containing confusingly  
26 similar terms, as "keyword" triggers that cause paid advertisements, which Google calls  
27 "Sponsored Links," to be displayed above or alongside the "organic" search results. In many  
28 cases, the text and titles of these "Sponsored Links" include the parts.com® mark or terms

1 containing the mark. Thus, when consumers enter the parts.com® mark into a Google search  
2 query, instead of being directed to Parts.com's website, Google's "Sponsored Links" may instead  
3 misdirect them to third party websites that compete with Parts.com or that unrelated to Parts.com.  
4 On information and belief, the display and placement of these "Sponsored Links" is not arbitrary  
5 but rather is substantially determined or influenced by the amount of money Google receives  
6 from advertisers.

7 12. Google's misuse of the parts.com® mark and phrases including the mark in the  
8 display of "Sponsored Links" falsely communicates to consumers that Google's advertisers are  
9 official or sanctioned Parts.com affiliates, or that Parts.com sponsors or endorses Google's  
10 advertisers.

11 13. Further, when some web users click on the links that Google's advertisers pay to  
12 place above or alongside objective "organic" search results in order to seek information about  
13 Parts.com's goods or services, they are deceived into thinking that they will be provided with  
14 official information about Parts.com's goods and services from Parts.com. On information and  
15 belief, however, some of these links and the websites to which they lead provide no such  
16 information. In fact, in some or many instances, these links lead to websites that offer goods and  
17 services competitive with Parts.com.

18 14. On information and belief, Google also employs other advertising programs that  
19 utilize similar types of keywords, including without limitation the parts.com® mark or phrases  
20 containing the mark, to cause advertisements to appear on websites across the Internet that  
21 themselves display the parts.com® mark or terms containing the mark. On information and  
22 belief, many of these advertisements lead Internet users to websites that are not affiliated or  
23 associated with Parts.com.

#### 24 **Google's Search Engine-Based Keyword Advertising Program**

25 15. Google's search engine is available through its website at [www.google.com](http://www.google.com).  
26 Google also licenses its search engine to other popular websites such as America Online,  
27 Netscape, Earthlink, CompuServe, Shopping.com and ask.com. In addition, Google invites  
28 consumers to affix a "Google Toolbar" at the top of Internet users' Internet browsers that allows

1 users to conduct Google searches even when they are not currently visiting [www.google.com](http://www.google.com) or a  
2 website that features Google's search engine.

3 16. Google's Internet advertising programs (and specifically its AdWords program)  
4 allow advertisers to place targeted advertising on the results page of a Google search. When a  
5 user types a query into Google's search engine, that query can trigger advertisements—or  
6 Sponsored Links—that will be displayed in two locations on the search results page: (1) the right  
7 hand column of the page under a heading titled "Sponsored Links"; and (2) above the natural  
8 search results, with a colored background, next to an insignia that says "Sponsored Links". The  
9 ads contain text and a link to the advertiser's website. In order to have their ads appear on  
10 Google's search results page, Google advertisers bid on keywords or keywords phrases. If a  
11 user's search terms match the keyword or keyword phrase, the advertiser's ad is displayed on the  
12 search results pages. According to Google's 2012 Form 10-K at page 33, approximately 95% of  
13 Google's revenues is derived from sales of advertising.

14 17. On information and belief, in a substantial portion of searches, Google's AdWords  
15 program makes two distinct uses of a given keyword on behalf of a paying advertiser. First,  
16 Google uses the keyword to trigger the "Sponsored Link" advertisements. Second, Google  
17 sometimes publishes the keyword as part of the advertisement itself. Accordingly, when the  
18 keyword in question is a trademark, Google can make confusing use of that mark in two different  
19 ways: (1) as a keyword trigger; and (2) as part of the advertisement itself.

20 18. On several instances from 2007 to the present, an internet search of the term  
21 "parts.com" using Google's search engine returned a result listing two or more sponsored links  
22 bearing the title "Parts.com" that linked to the websites of third party entities unrelated or  
23 unaffiliated with Parts.com. A copy of two searches conducted on April 18, 2013 and April 26,  
24 2013 are attached collectively hereto as Exhibit B. This same search on other search engines such  
25 as ask.com does not return this result. Parts.com does not sponsor a link on Google. Google's  
26 sponsored links have caused significant initial interest confusion and have diverted and continue  
27 to divert internet traffic and sales leads from Parts.com to unrelated or competitive entities,  
28 resulting in lost sales, loss of goodwill, trademark dilution and damages to Parts.com. Upon

1 information and belief, Google has received significant compensation from advertisers and  
2 vendors unaffiliated with Parts.com by illegally using and selling the parts.com® mark as a  
3 keyword to advertisers to divert and drive internet traffic to these other advertisers and vendors  
4 via Google sponsored links.

5 19. In 2004, internal studies performed by Google indicated there was significant  
6 source confusion among Internet searchers when trademarks were included in the title or body of  
7 advertisements. Parts.com's parts.com® mark is included in the title, i.e., hyperlink, of Google's  
8 advertisements as alleged herein.

9 **Google's Willful Infringement and Unwillingness to Refrain From Trademark**  
10 **Infringement**

11 20. On information and belief, Google has the ability to refrain from infringing  
12 trademarks in connection with its keyword search advertising programs like Adwords.

13 21. Google stated in one of its SEC filings that it formerly did not allow advertisers to  
14 use the trademarks of others as keyword triggers. *See*, Google's Form S-1 Registration  
15 Statement, Google Inc. dated April 29, 2004 at p. 10.

16 22. Consistent with that statement, in a declaration filed by Google in the case entitled  
17 *American Blind and Wallpaper Factory, Inc. v. Google, Inc., et al.* in the Southern District of  
18 New York, Google's Senior Trademark Counsel asserted on April 7, 2004 that Google had the  
19 capability to block its advertisers from using non-descriptive trademarks as keyword triggers.  
20 *See*, Declaration of Rose A. Hagan in Support of Google's Motion to Dismiss or, In The  
21 Alternative, To Transfer Venue, filed April 9, 2004 at ¶ 4.

22 23. Now, however, Google allows advertisers to purchase specific trademarks as  
23 keyword triggers for Sponsored Link advertisements. In its 2004 S-1, Google stated:

24 In order to provide users with more useful ads, we have recently revised our  
25 trademark policy in the U.S. and Canada. Under our new policy, we no  
26 longer disable ads due to selection by our advertisers of trademarks as  
keyword triggers for the ads.

27 Google S-1, at p. 10.

28 24. Google acknowledged that it anticipated additional trademark infringement

1 lawsuits as a result of its revised advertising policy:

2 As a result of this change in policy, we may be subject to more trademark  
3 infringement lawsuits . . . . Adverse results in these lawsuits may result in,  
4 or even compel, a change in this practice which could result in a loss of  
revenue for us, which could harm our business.

5 Google S-1, at p. 10.

6 25. Conversely, Google maintains an extensive trademark policy regarding confusing  
7 use of its own marks. A would-be user of a Google mark must (among other things) “use the  
8 trademark only as an adjective, never as a noun or verb, and never in the plural or possessive  
9 form,” and must put “a minimum of 25 pixels between each side of the logo and other graphic or  
10 textual elements on [the user’s] web page.” Google Permissions,  
11 <http://www.google.com/permissions/guidelines.html>. (last accessed April 30, 2013). In other  
12 words, Google instructs the world (among other things) that “you can't mess around with our  
13 marks. Only we get to do that. Don't remove, distort or alter any element of a Google Brand  
14 Feature. That includes modifying a Google trademark, for example, through hyphenation,  
15 combination or abbreviation, such as: Googliscious, Googlyoogly, GaGooglemania. Do not  
16 shorten, abbreviate, or create acronyms out of Google trademarks.”  
17 <http://www.google.com/permissions/guidelines.html>. (last accessed April 30, 2013). When, for  
18 example, a would-be user attempts to use “Google” as a keyword trigger for an advertisement,  
19 Google immediately blocks the attempt and indicates: “This ad does not meet our editorial  
20 guidelines. Please correct these problems.” Yet, Google does not treat the marks of other  
21 companies like Parts.com with such respect.

22 26. For example, a would-be user who attempts to use “Google.com” as part of its  
23 advertisement would receive a rejection or disapproval from Google in substantially the following  
24 form:

25 =====

26 Disapproval Reason

27 =====

28 [Display URL] Inaccurate Display URL: Your display URL must accurately

1 reflect the URL of your website. Please follow the guidelines below.

2  
3 1. Use the same domain name in your display URL and destination URL.

4 For example, if you're advertising [example.com](http://example.com), you can't use [google.com](http://google.com)  
5 as your display URL.

6  
7 2. Use the same domain extension in your display URL and destination URL.

8 For example, if you're advertising [example.com](http://example.com), you can't use  
9 [example.co.uk](http://example.co.uk) as your display URL.

10  
11 3. Don't redirect users to a different destination URL. For example, if

12 you're advertising [example.com](http://example.com), [example.com](http://example.com) can't redirect users to  
13 [google.com](http://google.com). Redirects used for tracking purposes are fine if the final  
14 destination URL uses the same domain as the display URL.

15 27. On November 20, 2007, attorney Stacy Allen notified Google by letter of Google's  
16 unauthorized sponsored links using parts.com and demanded that Google cease and desist from  
17 use of the sponsored links to unrelated entities. A signed copy of that November 20, 2007 letter  
18 cannot presently be found. However, an unsigned copy of that letter, together with an attestation  
19 by Allen that the letter was in fact sent, are attached collectively hereto as Exhibit C. Google  
20 never responded to that letter and never ceased unauthorized use of the parts.com sponsored links,  
21 which establishes that Google's trademark infringement and other violations of federal and state  
22 laws are and have been willful since at least November 20, 2007.

23 28. On December 28, 2007, Michael Lucas of Intelligentz Corporation emailed Bonita  
24 Stewart at Google and again complained of Google's unauthorized use of the parts.com  
25 sponsored links to divert Internet traffic away from Parts.com's website. On January 2, 2008,  
26 Ms. Stewart responded to Mr. Lucas's email and suggested that he file for trademark protection of  
27 parts.com. A copy of this email exchange is attached hereto as Exhibit D. The parts.com®  
28 trademark registration certificate issued on September 16, 2008, which was subsequently assigned



1 from Intelligenz Corporation to Parts.com on January 1, 2012 (a copy of the Notice of  
2 Recordation of Assignment dated February 24, 2012 is attached hereto as Exhibit E).

3 **Google's Unauthorized Use of the Parts.com® Mark**

4 29. Parts.com has not directly or indirectly given Google any permission, authority or  
5 license to use or sell the right to use the parts.com® mark for the promotion of the goods or  
6 services of any third parties.

7 30. Nevertheless, Parts.com is informed and believes and based thereon alleges that  
8 Google has in fact sold to third party advertisers the right to "use" the parts.com® mark as part of  
9 Google's search engine-based advertising program. As a result, Google sells advertising and the  
10 links to websites using the parts.com® mark that are unaffiliated and unassociated with  
11 Parts.com. In fact, many of Google's "Sponsored Links" containing parts.com draw consumers  
12 away from Parts.com's website.

13 31. Moreover, Google's use of the parts.com® mark within the titles and text that  
14 Google posts as part of some "Sponsored Links" misleadingly communicates to users that such  
15 links are endorsed or sponsored by Parts.com, or that such websites are official Parts.com  
16 affiliates or websites when they are not.

17 32. Even if users realize that a given website is not affiliated with Parts.com, once  
18 users reach the third party advertiser's website while intending to shop for parts.com, initial  
19 interest confusion has occurred and the damage to Parts.com is done. Many consumers or users  
20 are likely either to stay at the third party advertiser's website or to stop searching for Parts.com's  
21 website. Web users may also associate the quality of the products and services offered on the  
22 third party advertiser's website with those offered by Parts.com and, if not satisfied with such  
23 goods and services, may decide to avoid Parts.com's products and services in the future.

24 33. Although these examples are illustrative of the problems created by Google, they  
25 are not exhaustive and do not describe all the means by which Google's infringing use of the  
26 parts.com® mark is likely to mislead or confuse consumers. Because of the dynamic nature of  
27 Google's algorithms, programming and display advertising, Google either is misleading or will  
28 mislead consumers in innumerable different ways. Accordingly, it is impossible for Parts.com to

1 cure this problem merely by pursuing remedies against Google's third party advertisers.

2 34. As a result of Google's infringement of the parts.com® mark and other  
3 misconduct, Parts.com can demonstrate it has lost revenues from online sales of parts and  
4 accessories of at least \$2 million per year.

5 **FIRST CLAIM FOR RELIEF**  
6 **(Federal Trademark Infringement)**

7 35. Parts.com realleges and incorporates by references paragraphs 1 through 34 of this  
8 Complaint as though set forth fully herein.

9 36. This cause of action arises under Section 32 of the Lanham Act, 15 U.S.C. §1114,  
10 for infringement of a federally registered trademark.

11 37. Google's unauthorized use of the term parts.com to sponsor or provide links to the  
12 websites of vendors unaffiliated and unassociated with Parts.com is likely to cause confusion,  
13 mistake and/or deception as to the origin or source of the goods and services associated with the  
14 Parts.com® mark, to cause initial interest confusion and also to mislead consumers into believing  
15 such goods and services originate from, are affiliated with, or are sponsored, authorized, approved  
16 or sanctioned by Parts.com.

17 38. Google's unauthorized use in commerce of the keyword or term parts.com to  
18 sponsor or provide links to the websites of third party advertisers and vendors unaffiliated and  
19 unassociated with Parts.com constitutes infringement of Parts.com's federally registered  
20 trademark parts.com®.

21 39. Google's acts and misconduct alleged herein have caused and will continue to  
22 cause Parts.com monetary damages, loss and injury in an amount not yet ascertained but in excess  
23 of the jurisdictional requirement of this Court.

24 40. Google's acts and misconduct alleged herein have been and continue to be willful.

25 41. Unless and until enjoined by this Court, Google's acts and misconduct will  
26 continue to cause Parts.com irreparable damage, loss and injury for which Parts.com has no  
27 adequate remedy at law.

28 **SECOND CLAIM FOR RELIEF**

**(Federal False Designation of Origin and Unfair Competition)**

1  
2 42. Parts.com realleges and incorporates by references paragraphs 1 through 41 of this  
3 Complaint as though set forth fully herein.

4 43. This cause of action arises under Section 43(a) of the Lanham Act, 15 U.S.C.  
5 §1125(a), for false designation of origin and unfair competition.

6 44. As the exclusive owner and user of the parts.com® mark, Parts.com possesses  
7 valuable common law rights to the mark and the goodwill associated with it.

8 45. Google's unauthorized use of the term parts.com to sponsor or provide links to the  
9 websites of vendors unaffiliated and unassociated with Parts.com constitutes use in commerce of  
10 a false designation of origin that is likely to cause confusion, or to cause mistake, or to deceive  
11 actual or potential consumers as to the affiliation, connection, or association of Google with  
12 Parts.com, or as to the origin, sponsorship, or approval of Parts.com's goods and/or services by  
13 Google, or conversely, of Google's goods and services by Parts.com.

14 46. Google's unauthorized use of the term parts.com to sponsor or provide links to the  
15 websites of vendors unaffiliated and unassociated with Parts.com constitutes use in commerce of  
16 a term confusingly similar to Parts.com's parts.com® mark in violation of 15 U.S.C. §1125(a).

17 47. Google's unauthorized use of the term parts.com to sponsor or provide links to the  
18 websites of vendors unaffiliated and unassociated with Parts.com has caused and will continue to  
19 cause Parts.com monetary damage, loss and injury in an amount not yet ascertained but in excess  
20 of the jurisdictional requirement of this Court.

21 48. Google's acts and misconduct alleged herein have been and will continue to be  
22 willful.

23 49. Unless and until enjoined by this Court, Google's acts and misconduct will  
24 continue to cause Parts.com irreparable damage, loss and injury for which Parts.com has no  
25 adequate remedy at law.

**THIRD CLAIM FOR RELIEF**

**(Common Law Trademark Infringement and Unfair Competition)**

26  
27 50. Parts.com realleges and incorporates by references paragraphs 1 through 49 of this  
28

1 Complaint as though set forth fully herein.

2 51. This cause of action arises under California common law for trademark  
3 infringement and unfair competition.

4 52. As the exclusive owner and user of the parts.com® mark, Parts.com possesses  
5 valuable common law rights to the mark and the goodwill associated with it.

6 53. Google's unauthorized use of the term parts.com to sponsor or provide links to the  
7 websites of vendors unaffiliated and unassociated with Parts.com constitutes trademark  
8 infringement and unfair competition in violation of the common law of California.

9 54. Google's aforesaid acts of trademark infringement and unfair competition have  
10 caused and will continue to cause Parts.com monetary damage, loss and injury in an amount not  
11 yet ascertained but in excess of the jurisdictional requirement of this Court.

12 55. Google's acts of trademark infringement and unfair competition alleged herein  
13 have been and will continue to be willful.

14 56. Unless and until enjoined by this Court, Google's acts of trademark infringement  
15 and unfair competition alleged herein will continue to cause Parts.com irreparable damage, loss  
16 and injury for which Parts.com has no adequate remedy at law.

17 **FOURTH CLAIM FOR RELIEF**  
18 **(Unfair and Deceptive Trade Practices)**

19 57. Parts.com realleges and incorporates by references paragraphs 1 through 56 of this  
20 Complaint as though set forth fully herein.

21 58. Google's unauthorized use of the term parts.com to sponsor or provide links to the  
22 websites of vendors unaffiliated and unassociated with Parts.com is causing a likelihood of  
23 confusion or misunderstanding as to the source, sponsorship, or approval of Google's sponsored  
24 links, causing a likelihood of confusion as to Google's affiliation, connection, or association with  
25 Parts.com, and otherwise damaging Parts.com and the consuming public. Google's acts and  
26 misconduct are likely to mislead and/or deceive the general public and therefore constitutes unfair  
27 and deceptive acts or practices in the course of a business, trade, or commerce in violation of  
28 California's Calif. Bus. & Prof. Code § 17200.

1 59. Google’s acts and misconduct alleged herein constitute unfair competition under  
2 Section 43a of the Lanham Act, 15 U.S.C. § 1125(a) and trademark infringement under Section  
3 32 of the Lanham Act, 15 U.S.C. § 1114, and are therefore unlawful acts in violation of  
4 California Bus. & Prof. Code §§ 17200, *et seq.*

5 60. Google’s unlawful and deceptive business practices present a continuing threat to,  
6 and is meant to deceive or mislead members of, the public in that Google continues to promote or  
7 sponsor links to websites of vendors of goods and services unaffiliated with Parts.com by  
8 wrongfully using and trading on the goodwill of the parts.com® trademark in the display of  
9 search results and sponsored links.

10 61. As a direct and proximate result of Google’s acts and misconduct alleged herein,  
11 Parts.com has sustained damage, injury and loss for which there is no adequate remedy at law and  
12 such damage, injury and loss will continue unless and until enjoined by this Court. Google’s  
13 unauthorized use of the term “Parts.com” has caused and is likely to cause substantial injury to  
14 the public and to Parts.com. Parts.com is entitled to injunctive relief and to disgorgement of all of  
15 Google’s profits and monies caused by its acts of unfair competition.

16 **FIFTH CLAIM FOR RELIEF**  
17 **(Federal Trademark Dilution)**

18 62. Parts.com realleges and incorporates by references paragraphs 1 through 61 of this  
19 Complaint as though set forth fully herein.

20 63. Since at least 2000, Parts.com has exclusively and continuously promoted and  
21 used its federally registered parts.com® mark throughout the United States. The mark, therefore,  
22 has become a famous and well-known symbol of Parts.com as a source of automotive  
23 replacement parts, accessories, catalogues and related materials well before Google began  
24 providing, promoting, marketing, and sponsoring links to the websites of competitive third party  
25 vendors of automotive parts, accessories and catalogues unaffiliated with Parts.com through  
26 illegal use and infringement of the parts.com® mark in Google’s display of search results and  
27 sponsored links.

28 64. Google is making use in commerce of a mark that dilutes and is likely to dilute the

1 distinctiveness of Parts.com's parts.com® mark by eroding the public's exclusive identification  
2 of the parts.com® mark with Parts.com, tarnishing and degrading the positive associations and  
3 connections of the parts.com® mark, and otherwise lessening the capacity of the parts.com®  
4 mark to identify and distinguish Parts.com's goods and services.

5 65. Google's acts and misconduct alleged herein demonstrate an intentional, willful  
6 and malicious intent to trade on the goodwill associated with Parts.com's federally registered  
7 parts.com® mark to Parts.com's great and irreparable injury.

8 66. Google has caused and is likely to continue causing substantial injury to  
9 Parts.com's goodwill and business reputation, and dilution of the distinctiveness and value of  
10 Parts.com's parts.com® mark in violation of 15 U.S.C. § 1125(c). Parts.com is therefore entitled  
11 to injunctive relief and to recover Google's profits, actual damages, enhanced profits and  
12 damages, costs, and reasonable attorneys' fees under 15 U.S.C. §§ 1114, 1116, and 1117.

13 **SIXTH CLAIM FOR RELIEF**

14 **(State Trademark Dilution and Injury to Business Reputation)**

15 67. Parts.com realleges and incorporates by references paragraphs 1 through 66 of this  
16 Complaint as though set forth fully herein.

17 68. Since at least 1999, Parts.com has exclusively and continuously promoted and  
18 used its federally registered parts.com® mark throughout the United States. The mark, therefore,  
19 has become a famous and well-known symbol of Parts.com as a source of automotive  
20 replacement parts, accessories, catalogues and related materials well before Google began  
21 providing, promoting, marketing, and sponsoring links to the websites of competitive third party  
22 vendors of automotive parts and catalogues unaffiliated with Parts.com through illegal use and  
23 infringement of the parts.com® mark in Google's display of search results and sponsored links.

24 69. Google is making use in commerce of a mark that dilutes and is likely to dilute the  
25 distinctiveness of Parts.com's parts.com® mark by eroding the public's exclusive identification  
26 of the parts.com® mark with Parts.com, tarnishing and degrading the positive associations and  
27 connections of the parts.com® mark, and otherwise lessening the capacity of the parts.com®  
28 mark to identify and distinguish Parts.com's goods and services.

1 70. Google is causing and will continue to cause irreparable injury to Parts.com's  
2 goodwill and business reputation, and dilution of the distinctiveness and value of Parts.com's  
3 parts.com® mark in violation of California's Cal. Bus. & Prof. Code § 14247. Parts.com is  
4 therefore entitled to injunctive relief, compensatory and punitive damages, reasonable attorneys'  
5 fees and costs.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Parts.com prays that:

8 (a) Google and all of its agents, officers, employees, representatives, successors, assigns,  
9 and all other persons acting for, with, by, through, or under authority from Google, or  
10 in concert or participation with Google, be enjoined permanently from:

- 11 a. Using Parts.com's parts.com® mark or any other confusingly similar variation  
12 thereof to sponsor or link to the websites of any vendors other than that of  
13 Parts.com in connection with Google's business, search results, or services;
- 14 b. Using any trademark, logo, design, or source designation of any kind on, or in  
15 connection with, Google's business, search results, or services that is a copy,  
16 reproduction, colorable imitation, or simulation of, or confusingly similar to,  
17 Parts.com's parts.com® mark;
- 18 c. Using any trademark, logo, design, or source designation of any kind on or in  
19 connection with Google's business, search results, or services that is likely to  
20 cause confusion, mistake, deception, or public misunderstanding that such  
21 business or services are provided, endorsed, sponsored, authorized, affiliated or  
22 associated with Parts.com;
- 23 d. Using any trademark, logo, design, or source designation of any kind on or in  
24 connection with Google's business, search results, or services that dilutes or is  
25 likely to dilute the distinctiveness of Parts.com's parts.com® mark; and
- 26 e. Passing off, palming off, or assisting in passing off or palming off Google's  
27 business, search results, or services as those of or sponsored by Parts.com, or  
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- otherwise continuing any and all acts of unfair competition as alleged herein;
- (b) Google be ordered to cease using, sponsoring, marketing, promoting and/or providing links to any vendors of goods or services bearing, using or associated with the parts.com® mark or any other confusingly similar variation thereof;
- (c) Google be ordered to account to Parts.com for any and all profits and monies earned by Google from sponsoring links using the parts.com® mark as alleged herein;
- (d) Google equired to pay Parts.com all monetary damages caused by Google;
- (e) Parts.com’s damages against Google be trebled and enhanced under 15 U.S.C. §§ 1117(a) and (b) based on Google’s knowing and intentional use of a term that is confusingly similar to the parts.com® mark;
- (f) Google be required to pay Parts.com the costs and reasonable attorneys’ fees incurred by Parts.com in this action under 15 U.S.C. § 1117(a) and the state statutes cited herein;
- (g) Parts.com be awarded punitive damages against Google for willful and deliberate infringement and/or dilution of Parts.com’s parts.com® mark;
- (h) Google be required to pay pre-judgment and post-judgment interest to Parts.com on all damages and profits awarded herein;
- (i) Parts.com be awarded such other and further relief as the Court deems just and proper.

Dated: May 6, 2013

SAN DIEGO IP LAW GROUP LLP

By: s/James V. Fazio, III

JAMES V. FAZIO, III  
TREVOR Q. CODDINGTON, PH.D.

Attorneys for Plaintiff  
PARTS.COM, LLC



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**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Parts.com, LLC hereby demands a trial by jury of all issues so triable.

Dated: May 6, 2013 SAN DIEGO IP LAW GROUP LLP

By: s/James V. Fazio, III  
JAMES V. FAZIO, III  
TREVOR Q. CODDINGTON, PH.D.

Attorneys for Plaintiff  
PARTS.COM, LLC