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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

DETEX CORPORATION, a Delaware
corporation,

Plaintiff,

v.

DETEX SECURITY SYSTEMS, INC., a
Washington corporation,

Defendant.

06-2-15496-7SEA

COMPLAINT

LINDA LAU

Plaintiff DETEX Corporation ("DETEX") hereby files this complaint against defendant
DETEX Security Systems, Inc. ("DSS") and alleges as follows:

THE PARTIES, JURISDICTION AND VENUE

1. DETEX is a corporation organized and existing under the laws of the State of
Delaware, with its principal place of business in New Braunfels, Texas.

2. Defendant DSS is a corporation organized and existing under the laws of the
State of Washington, with its principal place of business in Raanana, Israel. Tolan Furusho,
located at 2200 112th Avenue N.E., No. 200, Bellevue, Washington, 98004, serves as the
registered agent in Washington for DSS.

COMPLAINT- 1

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Williams, Kastner & Gibbs PLLC
Two Union Square, Suite 4100 (98101-2380)
Mail Address: P.O. Box 21926
Seattle, Washington 98111-3926
(206) 628-6600

ORIGINAL

1 9. DSS incorporated in Washington in January 2005 as "DETEX Security
2 Systems."

3 10. On information and belief, DSS owns certain technology for a handheld
4 explosive detection device called the Milliscope.

5 11. Since January 17, 2006, DSS has owned and operated the domain
6 "detexsec.com"

7 12. DSS is publicly traded in over-the-counter stock via the Pink Sheets system,
8 administered by Pink Sheets LLC.

9 13. Defendants willfully intended to trade on the reputation DETEX by its use of
10 the trade name DETEX and domain name detexsec.com.

11 14. DSS hired a third party to engage in mass dissemination and distribution of a
12 solicitation seeking investors. A copy of the solicitation is attached as Exhibit A.

13 15. Consumers who received the solicitation mistakenly contacted DETEX,
14 believing it to be DSS. Several such consumers attacked DETEX for DSS' solicitation tactics
15 and declared their intention not to do business with DETEX as a result of DSS' actions.

16 **FIRST CLAIM FOR RELIEF**
17 **(For Infringement of DETEX Trademark, 15 U.S.C. §§ 1114 *et seq.*)**

18 16. DETEX incorporates by reference the allegations set forth in paragraphs 1
19 through 16 as though fully set forth herein.

20 17. DETEX owns multiple registered trademarks for the DETEX mark and owned
21 said trademarks prior to DSS' use of the DETEX mark.

22 18. DSS' use of the DETEX trademark is likely to cause and, on information and
23 belief, has actually caused, confusion in the marketplace by creating the false and mistaken
24 impression that DSS is affiliated, connected or associated with DETEX, or that the products,
25 services and solicitations of DSS originate with, or are sponsored or approved by DETEX.

COMPLAINT- 3

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1 19. DSS' use of the DETEX trademark has caused and, if not enjoined, will
2 continue to cause, irreparable and continuing harm to DETEX, for which DETEX has no
3 adequate legal remedy.

4 20. As a direct and proximate result of DSS' wrongful conduct, DETEX has been
5 and will continue to be damaged by, without limitation, a diminution in the value of its
6 trademark, reputation, and goodwill in an amount to be proven at trial.

7 **SECOND CLAIM FOR RELIEF**
8 **(For Infringement of DETEX Trademark and Name in Violation of 15 U.S.C. § 1125)**

9 21. DETEX incorporates by reference the allegations set forth in paragraphs 1
10 through 20 as though fully set forth herein.

11 22. DETEX's DETEX trade name is distinctive and protectible under the Lanham
12 Act.

13 23. DETEX appropriated and continuously used the DETEX trade name in
14 commerce prior to DSS' use of the DETEX name.

15 24. DSS' use of the DETEX name is likely to cause, and on information and belief
16 has actually caused, confusion in the marketplace by creating the false and mistaken
17 impression that DSS is affiliated, connected or associated with DETEX, or that the products,
18 services and solicitations of DSS originate with, or are sponsored or approved by DETEX.

19 25. DSS' use of the DETEX name has caused and, if not enjoined, will continue to
20 cause, irreparable and continuing harm to DETEX, for which DETEX has no adequate legal
21 remedy.

22 26. As a direct and proximate result of DSS' wrongful conduct, DETEX has been
23 and will continue to be damaged by, without limitation, a diminution in the value of its trade
24 name, reputation, and goodwill in an amount to be proven at trial.

1 36. DSS' use of the DETEX mark and name has caused and, if not enjoined, will
2 continue to cause, irreparable and continuing harm to DETEX, for which DETEX has no
3 adequate legal remedy.

4 37. As a direct and proximate result of DSS' wrongful conduct, DETEX has been
5 and will continue to be damaged by, without limitation, a diminution in the value of its
6 trademark and name, reputation, and goodwill in an amount to be proven at trial.

7 **FIFTH CLAIM FOR RELIEF**
8 **(For Dilution of DETEX Trademark and Name in Violation of RCW 19.77.160)**

9 38. DETEX incorporates by reference the allegations set forth in paragraphs 1
10 through 37 above.

11 39. DSS began using the DETEX name after DETEX's DETEX trademark had
12 already been registered and after Detex's DETEX trade name had already become famous.

13 40. DSS' use of the DETEX trademark and name has caused the dilution of the
14 distinctive quality of the DETEX trademark and name.

15 41. DSS' use of the DETEX trademark and name has lessened the capacity of
16 Detex's trademark to identify and distinguish its goods and services.

17 42. Defendants' dilution of the DETEX name has caused and, if not enjoined, will
18 continue to cause, irreparable and continuing harm to DETEX, for which DETEX has no
19 adequate legal remedy.

20 43. As a direct and proximate result of DSS' wrongful conduct, DETEX has been
21 and will continue to be damaged by, without limitation, a diminution in the value of its
22 trademark and name, reputation, and goodwill in an amount to be proven at trial.

1 57. DSS unlawfully used a facsimile machine, computer, or other device to send
2 an unsolicited advertisement to a telephone facsimile machine.

3 58. In sending its unsolicited advertisement, DSS' unlawfully failed to fulfill the
4 opt-out notice requirements established by the Junk Fax Protection Act.

5 59. DSS' unlawful sending of unsolicited advertisements has caused and, if not
6 enjoined, will continue to cause, irreparable and continuing harm to DETEX, for which
7 DETEX has no adequate legal remedy.

8 60. As a direct and proximate result of DSS' unlawful sending of unsolicited
9 advertisements, DETEX has been and will continue to be damaged by, without limitation, a
10 diminution in the value of its trade name, reputation, and goodwill in an amount to be proven
11 at trial.

12 61. By virtue of DSS' willful and knowing violation of 47 U.S.C. § 227 and the
13 Junk Fax Protection Act, DETEX is entitled to treble damages.

14
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16 **PRAYER FOR RELIEF**

17 Wherefore DETEX respectfully requests judgment be entered against defendants as
18 follows:

19 a. That the Court issue a preliminary and permanent injunction against
20 defendant and that defendant, its officers, directors, principals, agents, representatives,
21 servants, employees, successors and assigns and all others in active concert or participation
22 with them be enjoined and restrained during the pendency of this action and permanently
23 thereafter from:

1 (1) imitating, copying or making unauthorized use of the DETEX
2 trademark and name;

3 (2) producing, distributing, circulating, selling, offering for sale,
4 advertising, importing, exporting, promoting, using, or displaying any products using any
5 simulation, reproduction, counterfeit, copy or confusingly similar likeness of the DETEX
6 trademark and name;

7 (3) engaging in any other activity constituting an infringement,
8 exploitation or dilution of the DETEX trademark, trade name, reputation or goodwill;

9 (4) using any false designation of origin or false description which can
10 or is likely to lead the trade, public or individual members thereof erroneously to believe that
11 any product or thing has been manufactured, distributed, offered for sale, sold, rendered,
12 licensed, sponsored, approved or authorized by or for DETEX when such is not true in fact;

13 (5) falsely representing the nature or characteristics and qualities of
14 DETEX or DETEX's services; and

15 (6) engaging in any other activity constituting an infringement of any
16 of DETEX's marks and names and assisting, aiding or abetting any other person or business
17 entity in engaging or performing any of the activities referred to in subparts (1) through (5)
18 above;

19 b. That the Court order defendant to account and pay to DETEX all profits
20 which were realized and which are attributed to the acts and conduct of defendants constituting
21 unfair competition, and to pay to DETEX all damages which DETEX has sustained as a result
22 of defendants' conduct;

23 c. That the Court order defendants to pay DETEX's general, special and
24 actual damages;

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COMPLAINT- 10

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- d. That the Court order defendants to pay treble damages;
- e. That the Court order defendants to pay the cost of necessary corrective advertising;
- f. That the Court order defendants to pay DETEX both the costs of this action and its reasonable attorneys' fees incurred in prosecuting this action; and
- g. That the Court grant DETEX such other and additional relief as is just and proper.

DATED this 5th day of May, 2006.

WILLIAMS, KASTNER & GIBBS PLLC

By 
Rodney L. Umberger, Jr., WSBA #24948
Todd R. Sorensen, WSBA #35403

Attorneys for Plaintiff DETEX Corporation