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1 JEFFER, MANGELS, BUTLER & MARMARO LLP  
2 ROD S. BERMAN (Bar No. 105444)  
3 RBerman@jmbm.com  
4 NEIL C. ERICKSON (Bar No. 108352)  
5 NERickson@jmbm.com  
6 CHRIS D. NGUYEN (Bar No. 222236)  
7 CNguyen@jmbm.com  
1900 Avenue of the Stars, Seventh Floor  
Los Angeles, California 90067-4308  
Telephone: (310) 203-8080  
Facsimile: (310) 203-0567

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CLERK U.S. DISTRICT COURT  
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Attorneys for Plaintiff G.LOOMIS, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

CAS  
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G. LOOMIS, INC., a Washington State corporation,

CASE NO. CV08-07197

Plaintiff,

COMPLAINT FOR:

v.

(1) FALSE DESIGNATION OF ORIGIN (VIOLATION OF LANHAM ACT, 15 U.S.C. § 1125(A));

GARY A. LOOMIS, an individual;  
LOOMIS/BORGER OUTDOORS HOLDING, INC., a Washington State corporation; TARGUS FLY & FEATHER, INC., a Washington State corporation, LOOMIS OUTDOORS, INC., a corporation of unknown origin; and DOES 1-10, inclusive,

(2) FEDERAL TRADEMARK INFRINGEMENT (VIOLATION OF LANHAM ACT, 15 U.S.C. § 1114);

(3) VIOLATION OF CYBERPIRACY ACT (15 U.S.C. § 1125(D));

Defendants.

(4) STATE TRADEMARK INFRINGEMENT (CAL. BUS. & PROF. CODE § 14335);

(5) STATE INFRINGEMENT OF TRADE NAME (CAL. BUS. & PROF. CODE § 14402);

(6) MISAPPROPRIATION; AND

(7) BREACH OF FIDUCIARY DUTY

DEMAND FOR JURY TRIAL

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**INTRODUCTION**

1

2 1. On or about May 28, 1997, defendant Gary Loomis ("Gary Loomis")

3 sold all of his interest in G. Loomis Products, Inc., which owned all shares of plaintiff

4 G. Loomis, Inc. ("GLI" or "Plaintiff"). GLI is the owner of an incontestable federal

5 trademark registration for the "G. Loomis" trademark as well as the common law

6 rights thereto (the "G. Loomis Mark") which is widely used in connection with

7 fishing equipment and other sporting goods distributed throughout the United States.

8 The G. Loomis Mark represents the goodwill of GLI, and is extremely valuable in

9 light of the fame of the G. Loomis brand. This mark is thus a key asset of GLI, and

10 helps GLI distinguish its goods and services from competitors and prevent consumer

11 confusion. For many years after the sale, Gary Loomis continued to work with GLI

12 as an employee. Notwithstanding his status as a key GLI employee, Gary Loomis

13 used the G. Loomis Mark on fishing baits in July 2007 and at the beginning of 2008,

14 Gary Loomis secretly had the domain name loomisfishing.com registered by Jon

15 Bial. In addition, while still employed by GLI, Gary Loomis began working on

16 fishing-related equipment with defendant Targus Fly & Feather, Inc. ("Targus").

17 Then in May 2008, Gary Loomis terminated his employment with GLI and the next

18 month incorporated defendant Loomis/Borger Outdoor Holdings, Inc. in Washington

19 State. Shortly thereafter, GLI learned that Gary Loomis was using the G. Loomis

20 Mark in connection with the distribution and sale of fishing equipment to and through

21 Targus and other retail outlets, in violation of GLI's rights.

22 2. To protect its rights, GLI sent a letter to Gary Loomis asking that he and

23 his new companies discontinue using the G. Loomis Mark. However, Gary Loomis

24 refused to discontinue the use. Despite continued attempts by GLI to persuade Gary

25 Loomis to stop his infringing activity, Gary Loomis and the other defendants

26 continue to use infringing trademarks. Left with no other recourse, GLI now brings

27 this Complaint and alleges as follows:

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**JURISDICTION AND VENUE**

1  
2 3. Plaintiff brings this action for injunctive relief and damages for *inter*  
3 *alia*, federal trademark infringement, false designation of origin, violation of the  
4 Cyberpiracy Act (15 U.S.C. §§ 1114, 1125(a) &(d)), and California State trademark  
5 infringement and trade name infringement (Cal. Bus. & Prof. Code §§ 14335 &  
6 14402). This Court has subject matter jurisdiction over the federal question claims  
7 pursuant to 28 U.S.C. §§ 1331 and 1338(a). This Court has supplemental jurisdiction  
8 over the claims alleging violations of State law pursuant to 28 U.S.C. §§ 1338(b) and  
9 1367(a).

10 4. Venue is proper in this Court because the allegations and issues in this  
11 suit arise out of the May 28, 1997 Purchase Agreement, by which Gary Loomis sold  
12 his interests in G. Loomis Products, Inc. The Purchase Agreement provides:

13 "[A]ny judicial proceeding arising out of this Agreement or any  
14 matter related hereto may be brought only in the courts of the  
15 State of California for the County of Orange, or in the United  
16 States District Court for the Central District of California, and  
17 by execution and delivery of this Agreement, each of the parties  
18 to this Agreement accepts for itself the exclusive jurisdiction of  
19 the aforesaid courts, and irrevocably agrees to be bound by any  
20 judgment rendered thereby in connection with this Agreement,  
21 but no party waives its right to appeal any judgment or order."

22 5. In addition, Plaintiff is informed and believes, and on that basis alleges,  
23 that defendants have sold their products bearing the G. Loomis Mark or marks  
24 confusingly similar to the G. Loomis Mark to businesses and individuals in  
25 California. Consequently, Defendants have, in addition to violating Plaintiff's federal  
26 rights, violated rights afforded to Plaintiff under California law in California and have  
27 subjected themselves to California law, California jurisdiction, and to California as a  
28 venue.

**THE PARTIES**

6. Plaintiff is a Washington State corporation having its principal place of

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1 business at 1359 Downriver Drive, Woodland, Washington 98674.

2 7. GLI is informed and believes, and on that basis alleges, that Gary  
3 Loomis is an individual having his principal place of residence at 2612 N.E. 434th  
4 Street, Woodland, Washington 98674.

5 8. GLI is informed and believes, and on that basis alleges, that defendant  
6 Loomis/Borger Outdoors Holdings, Inc. is a Washington State corporation having its  
7 principal place of business at 1760 Downriver Drive, Woodland, Washington 98674.

8 9. GLI is informed and believes, and on that basis alleges, that Targus Fly  
9 & Feather, Inc. ("Targus") is a Washington State corporation having its principal  
10 place of business at 1760 Downriver Drive, Woodland, Washington 98674.

11 10. GLI is informed and believes, and on that basis alleges, that defendant  
12 Loomis Outdoors, Inc. ("Loomis Outdoors, Inc.") is a corporation of unknown origin  
13 having his principal place of business at 2612 N.E. 434th Street, Woodland,  
14 Washington 98674.

15 11. Plaintiff is unaware of the true names and capacities, whether individual,  
16 corporate, associate or otherwise, of defendants Does 1 through 10, inclusive, or any  
17 of them, and therefore sues these defendants, and each of them, by such fictitious  
18 name. Plaintiff will amend this Complaint when the identities of these defendants are  
19 ascertained. Gary Loomis, Loomis/Borger Outdoors Holdings, Inc., Targus Fly &  
20 Feather, Inc., Loomis Outdoors, Inc. and Does 1 through 10, inclusive, shall  
21 collectively be referred to as "Defendants."

22 12. Plaintiff is informed and believes, and on that basis alleges, that each  
23 defendant conspired and acted in concert with each other to commit the wrongs  
24 against GLI alleged herein, and in doing so were at all relevant times the agents,  
25 servants, employees, principals, joint venturers, alter egos and/or partners of each  
26 other. GLI is further informed and believes, and on that basis alleges, that in doing  
27 the things alleged in this Complaint, each defendant was acting within the scope of  
28 authority conferred upon that defendant by the consent, approval and/or ratification of

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1 the other defendants, whether said authority was actual or apparent.

2 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

3 **GLI Owns the G. Loomis Mark**

4 13. Gary Loomis founded his namesake company, G. Loomis, Inc. (as  
5 defined above, "GLI"), in 1982. In the ensuing years, GLI and its trademarks "G.  
6 Loomis" and "Loomis" (collectively, the "G. Loomis Mark") became synonymous  
7 with high-end, high quality, innovative fishing equipment.

8 14. Today, due to their high quality, GLI fishing rods have become  
9 especially well known and are recognized throughout the world. GLI fishing rods are  
10 made from proprietary combinations of resins and composite sheets. The employees  
11 that make the rods have an average of over 10 years experience working with the  
12 company. Also, GLI does not rely on the designs of Gary Loomis alone. For  
13 example, thirteen time world casting champion and thirty-six time national casting  
14 champion, Steve Rajeff, is an employee of GLI and a key designer of GLI rods.

15 15. GLI fishing equipment is sold at hundreds of outdoor activity related  
16 retail shops and sporting goods stores in the United States and on the Internet. In  
17 addition, GLI products are distributed internationally, in Asia, Europe, Latin America  
18 and the South Pacific.

19 16. The recognition associated with the G. Loomis Mark has allowed GLI to  
20 expand its product offerings beyond fishing equipment and into travel luggage and  
21 clothing apparel.

22 17. GLI owns all rights and title to the G. Loomis Mark and any marks  
23 confusingly similar thereto. As parts of its efforts to protect its rights in the G.  
24 Loomis Mark, GLI registered the mark on March 12, 1991 and was awarded United  
25 States Trademark Registration No. 1,637,672. A true and correct copy of the  
26 registration is attached hereto as Exhibit A.

27 18. GLI has diligently maintained the G. Loomis Mark and has spent  
28 considerable sums to promote its products under the G. Loomis Mark. GLI also owns

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1 and maintains the website www.gloomis.com, where it provides information to the  
2 public regarding GLI fishing rods and other fishing tackle. GLI also spends  
3 thousands of dollars every year to promote fishing equipment marked with the G.  
4 Loomis Mark.

5 19. GLI has exclusively and continually used the G. Loomis Mark in  
6 commerce for well over 25 years. The G. Loomis Mark has also been registered for  
7 over 15 years. Consequently, the federal registration for the G. Loomis Mark is  
8 incontestable.

9 **Defendant's Bad Faith Infringement of GLI's Rights**

10 20. On or about May 28, 1997, Gary Loomis sold all of his interest in Gary  
11 Loomis Products, Inc., the company which owned GLI. Gary Loomis Products, Inc.,  
12 was sold for close to \$9 million, of which Gary Loomis received the majority share.  
13 Two days later, Gary Loomis entered into an employment agreement with GLI  
14 whereby he continued to work for the company. Titled as "Founder," Gary Loomis'  
15 duties at GLI included advising the company on the design and manufacture of  
16 fishing rods and reels and related equipment; endorsing, promoting and taking other  
17 action as reasonably requested by GLI to promote the reputation of GLI's products;  
18 and providing other advise and counsel as requested by GLI, for which he was well  
19 compensated.

20 21. At the time of the sale of GLI, Gary Loomis was well aware that GLI  
21 owned and was using the G. Loomis Mark.

22 22. By 2006, Gary Loomis' role in his namesake company had diminished to  
23 a promotional capacity. Under a new agreement (the "2006 Employment  
24 Agreement"), memorialized in an email dated April 24, 2006 from the Executive  
25 Director of GLI to Gary Loomis, Gary Loomis was only committed to working 90  
26 days a year, and only in a promotional capacity. For his work, Gary Loomis was paid  
27 a salary plus other benefits. In addition to his salary, Gary Loomis was also  
28 compensated for agreeing to a non-compete restriction that allowed Gary Loomis to

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1 pursue other business plans "as long as there are no conflicts with [the 2006  
2 Employment Agreement] or [GLI's] business plans." The 2006 Employment  
3 Agreement was effective for three years, or until either party terminated the  
4 Agreement in writing with 30 days notice.

5 23. In July of 2007, while Gary Loomis was still employed at GLI, GLI  
6 became aware that Gary Loomis was offering a product called Gary Loomis  
7 Spinnerbaits at the International Convention of Allied Sportfishing Trades  
8 ("ICAST"). Shortly, after the convention, GLI confronted Gary Loomis about this  
9 use of the G. Loomis Mark and was told by Gary Loomis that he would discontinue  
10 using the mark.

11 24. GLI is informed and believes, and on that basis alleges, that despite  
12 still being an employee of GLI and still owing duties to GLI, Gary Loomis caused the  
13 web domain loomisfishing.com to be registered on January 3, 2008. Jon Bial  
14 registered the domain name for Gary Loomis. Gary Loomis never informed GLI that  
15 he was causing the domain to be registered, and he did not transfer possession of the  
16 web domain to GLI. GLI is also informed and believes, and on that basis alleges that  
17 Gary Loomis also began working with Targus against GLI's interest early in 2008.

18 25. In May 2008, Gary Loomis terminated his relationship with GLI. On the  
19 web domain loomisfishing.com, Gary Loomis posted a webpage in which he thanked  
20 the public for their support, informed them of his departure from GLI and promoted  
21 his new line of fishing equipment, available through Targus, a company incorporated  
22 with the Washington Secretary of State in April 2008.

23 26. The following month in June 2008, the corporation Loomis/Borger  
24 Outdoors Holdings, Inc. was formed in Washington State, with Gary Loomis listed as  
25 the Chairman.

26 27. In or about June 2008, an Executive Summary for Loomis Outdoors, Inc.  
27 was made public.

28 28. The Loomis Outdoors, Inc. Executive Summary touted the leadership of

1 "world famous fishing-rod designer Gary Loomis" and expected growth to becoming  
2 a \$15 million company in 2009, and a \$90 million company in 2012. The Executive  
3 Summary also claimed that the company was going to aggressively acquire other  
4 fishing related businesses and produce new products, including the  
5 GlimmerMinnow™ designed by Gary Loomis. A true and correct copy of the  
6 Executive Summary for Loomis Outdoors, Inc. is attached as Exhibit B.

7 29. GLI is informed and believes, and on that basis alleges that in July 2008,  
8 at ICAST, Gary Loomis again offered the Gary Loomis Spinnerbaits for sale, despite  
9 his earlier promise to discontinue using the G.Loomis Mark.

10 30. By August 2008, fishing lures billed as "Gary Loomis Lures" were being  
11 sold through the website for Targus and, despite Gary Loomis' earlier representation,  
12 "Gary Loomis 4-Piece Glimmer Spinnerbait Kits" ("Gary Loomis Spinnerbaits")  
13 were being sold through the website Wal-Mart.com. The products displaying the G.  
14 Loomis Mark are still available on their respective websites at the time of the filing of  
15 this Complaint. By selling their products to and through a national retailer such as  
16 Wal-Mart.com, Inc. and through Targus' website, Defendants put their products into  
17 the national stream of commerce.

18 31. On September 3, 2008, GLI, through counsel, sent a letter to Gary  
19 Loomis respectfully asking that he stop using the marks "Loomis Fishing," "Loomis  
20 Outdoors," "Gary Loomis Spinnerbaits," and "Gary Loomis Lures" because they are  
21 confusingly similar to GLI's G. Loomis Mark. GLI also asked that the domain  
22 loomisfishing.com be transferred to GLI. A true and correct copy of GLI's  
23 September 3, 2008 letter is attached as Exhibit C.

24 32. Unbeknownst to GLI, Loomis Outdoors, Inc. registered the domain  
25 name loomisoutdoors.com on September 4, 2008.

26 33. On October 1, 2008, by letter, counsel for Gary Loomis and the other  
27 Defendants refused to discontinue using the marks and refused to transfer the domain  
28 names. A true and correct copy of that letter is attached as Exhibit D.

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1 34. Defendants' stated basis for refusing to discontinue use of "Loomis  
2 Outdoors" was that "Loomis Outdoors" could relate to any outdoor activity and was  
3 not restricted to fishing, and therefore was not confusingly similar to the G. Loomis  
4 Mark. The fact that the category of outdoor activities includes fishing and the fact  
5 that the Executive Summary for Loomis Outdoors, Inc. was directed towards fishing  
6 equipment were completely ignored.

7 35. Defendants' stated basis for refusing to transfer the domain name  
8 loomisfishing.com was Gary Loomis' claimed right to use his name in a domain for  
9 blogging purposes. The fact that Gary Loomis was promoting his new activities on  
10 the website was also not addressed.

11 36. There was no response to GLI's request that they discontinue the use of  
12 the mark "Gary Loomis Lures."

13 37. On October 3, 2008, GLI's counsel emailed Defendants' counsel to point  
14 out the deficiencies in Gary Loomis' position and to try to resolve the dispute outside  
15 of court to no avail. A true and correct copy of GLI's counsel's email is attached as  
16 Exhibit E. GLI has made additional attempts to convince Gary Loomis to cease his  
17 infringing activities, but he has not agreed to do so.

18 38. Defendants have infringed GLI's rights in the G. Loomis Mark by using  
19 in connection with the distribution and sale of fishing related products the marks  
20 "Gary Loomis Spinnerbaits," "Loomis Fishing," "Gary Loomis Lures" and "Loomis  
21 Outdoors, Inc." Defendants have also infringed GLI's rights by using the domain  
22 name loomisfishing.com in promoting, marketing and selling fishing related goods  
23 and/or services. Defendants' use of the domain name loomisoutdoors.com is also an  
24 infringement of GLI's rights.

25 39. The natural, probable and foreseeable result of the wrongful conduct by  
26 Defendants is to deprive GLI of business and good will, to injure GLI's reputation  
27 and to dilute the distinctive quality of GLI's G. Loomis Mark, thereby irreparably  
28 harming GLI.

1 40. GLI is informed and believes, and on that basis alleges, that it has lost or  
2 will lose revenues, and has sustained or will sustain damages as a result of  
3 Defendants' wrongful conduct. GLI is further informed and believes, and on that  
4 basis alleges, that Defendants have been unjustly enriched by their improper use of  
5 GLI's G. Loomis Mark.

6 **FIRST CLAIM FOR RELIEF**

7 **(Lanham Act - False Designation of Origin - 15 U.S.C. § 1125(a))**

8 41. Plaintiff incorporates and realleges herein by this reference Paragraphs 1  
9 through 40, inclusive, as though set forth in full herein.

10 42. By virtue of Plaintiff's long standing use of the G. Loomis Mark in  
11 connection with fishing equipment, and its extensive marketing, advertising,  
12 promotion and sale of goods under the mark, the G. Loomis Mark has acquired  
13 secondary meaning whereby the consuming public associates the mark with a single  
14 source of goods and/or services.

15 43. Defendants intended to, and did, confuse and mislead the public, and did  
16 represent and create the false impression that Plaintiff somehow authorized,  
17 originated, sponsored, approved, licensed or participated in Defendants' use of the  
18 marks "Gary Loomis Lures," "Gary Loomis Spinnerbaits," "Loomis Outdoors" and  
19 "Loomis Fishing," and the loomisfishing.com and loomisoutdoors.com domain  
20 names.

21 44. In fact, there is no connection or association or licensing relationship  
22 between Plaintiff, on the one hand, and Defendants, on the other hand. Plaintiff has  
23 not authorized, licensed or given permission to Defendants to use the G. Loomis  
24 Mark in any manner whatsoever, including without limitation, the infringing use by  
25 Defendants of the marks "Gary Loomis Lures," "Gary Loomis Spinnerbaits,"  
26 "Loomis Outdoors," and "Loomis Fishing."

27 45. Thus, Defendant has created and will create a false impression  
28 concerning an association between Plaintiff and Defendants, and has created and will

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1 continue to create a false designation of the origin of Defendants' goods and/or  
2 services, and has created and will continue to create confusion as to a connection  
3 among the respective parties.

4 46. As a direct and proximate result of Defendants' creation of a false  
5 impression of association between Plaintiff and Defendants, and Defendants' creation  
6 of a false designation of the origin of Defendants' goods and/or services, Plaintiff has  
7 been damaged and will continue to be damaged. Pursuant to 15 U.S.C. §§ 1116(a)  
8 and 1125(c), Plaintiff is entitled to an order enjoining Defendants from using the  
9 marks "Gary Loomis Lures," "Gary Loomis Spinnerbaits," "Loomis Outdoors," and  
10 "Loomis Fishing" and from any other use of Plaintiff's G. Loomis Mark or any  
11 variation thereof including in connection with Internet content or otherwise; and  
12 requiring Defendants to transfer the registration for loomisfishing.com and  
13 loomisoutdoors.com to Plaintiff. Pursuant to 15 U.S.C. §1117(a), Plaintiff is entitled  
14 to an order requiring Defendants to account to Plaintiff for any and all profits derived  
15 by Defendants from their actions; and pursuant to 15 U.S.C. § 1117(a), Plaintiff is  
16 entitled to an order awarding all damages sustained by Plaintiff caused by  
17 Defendants.

18 47. Defendants' conduct alleged herein was intentional and without  
19 foundation in law. Pursuant to 15 U.S.C. §1117(a), Plaintiff is entitled to an award of  
20 treble damages against Defendants.

21 48. Defendants' acts make this an exceptional case under 15 U.S.C. §  
22 1117(a), and Plaintiff is entitled to an award of attorneys' fees and costs.

23 **SECOND CLAIM FOR RELIEF**

24 **(Lanham Act - Federal Trademark Infringement 15 U.S.C. § 1114)**

25 49. Plaintiff incorporates and realleges herein by this reference Paragraphs 1  
26 through 48, inclusive, as though set forth in full herein.

27 50. Plaintiff's mark registered as United States Trademark No. 1,637,672 is  
28 inherently distinctive and/or has acquired secondary meaning designating Plaintiff as

1 the source of all goods and/or services advertised, marketed, sold or used in  
2 connection with the mark. The mark has been registered for over 15 years and has  
3 been continuously and exclusively used in commerce during that time.  
4 Consequently, the foregoing federal registration for the G. Loomis Mark is  
5 incontestable.

6 51. Plaintiff has not authorized, licensed or given permission to Defendants  
7 to use Plaintiff's mark registered as United States Trademark No. 1,637,672 in any  
8 manner whatsoever, including without limitation the marks "Gary Loomis Lures,"  
9 "Gary Loomis Spinnerbaits," "Loomis Outdoors" and "Loomis Fishing."

10 52. Defendants' use of the marks "Gary Loomis Lures," "Gary Loomis  
11 Spinnerbaits," "Loomis Outdoors" and "Loomis Fishing" is likely to cause confusion,  
12 mistake or to deceive as to source, origin, affiliation or sponsorship.

13 53. Unless an injunction is issued enjoining any continuing or future  
14 infringing use by Defendants of Plaintiff's mark registered as United States  
15 Trademark No. 1,637,672, including use in connection with the marks "Gary Loomis  
16 Lures," "Gary Loomis Spinnerbaits," "Loomis Outdoors" and "Loomis Fishing," such  
17 continuing or future use is likely to continue to cause confusion, mistake or to  
18 deceive as to source, origin, affiliation or sponsorship, and to thereby irreparably  
19 damage Plaintiff.

20 54. As a direct and proximate result of Defendants' infringing use, Plaintiff  
21 has been damaged and will continue to be damaged. Pursuant to 15 U.S.C. §§  
22 1116(a) and 1125(c), Plaintiff is entitled to an order enjoining Defendants from using  
23 the marks "Gary Loomis Lures," "Gary Loomis Spinnerbaits," "Loomis Outdoors"  
24 and "Loomis Fishing," and from any other use of Plaintiff's mark registered as United  
25 States Trademark No. 1,637,672 in connection with Internet content or otherwise; and  
26 requiring Defendant to transfer the registrations for loomisfishing.com and  
27 loomisoutdoors.com to Plaintiff. Pursuant to 15 U.S.C. §§ 1125(c)(2) and 1117(a),  
28 Plaintiff is entitled to an order requiring Defendants to account to Plaintiff for any

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1 and all profits derived by Defendants from their actions; and pursuant to 15 U.S.C. §§  
2 1125(c)(2) and 1117(a), Plaintiff is entitled to an order awarding all damages  
3 sustained by Plaintiff by reason of the infringement caused by Defendants.

4 55. Defendants' conduct alleged herein was intentional and without  
5 foundation in law. Pursuant to 15 U.S.C. §1117(a), Plaintiff is entitled to an award of  
6 treble damages against Defendants.

7 56. Defendants' acts make this an exceptional case under 15 U.S.C.  
8 §1117(a), and Plaintiff is entitled to an award of attorneys' fees and costs.

9  
10 **THIRD CLAIM FOR RELIEF**

11 **(Violation of the Cyberpiracy Act - 15 U.S.C. § 1125(d) as against Gary Loomis**  
12 **and Loomis Outdoors, Inc. only)**

13 57. Plaintiff incorporates and realleges herein by this reference Paragraphs 1  
14 through 56, inclusive, as though set forth in full herein.

15 58. This is a claim for redress under the "Anticybersquatting Consumer  
16 Protection Act," Section 43(d) of the Trademark Act of 1946 as amended, 15 U.S.C.  
17 § 1125(d) (the "Cyberpiracy Act").

18 59. Plaintiff is the owner of the G. Loomis Mark. Plaintiff also uses the G.  
19 Loomis Mark with an active Internet web site using a "G. Loomis" domain name,  
20 including the URL "gloomis.com". As alleged above, Plaintiff's G. Loomis Mark has  
21 been used in connection with fishing equipment for more than 25 years. Plaintiff has  
22 grown significantly through the investment of substantial time, money and effort, and  
23 has developed substantial goodwill in connection with its goods and services under  
24 the G. Loomis Mark.

25 60. Notwithstanding Plaintiff's exclusive rights to the G. Loomis Mark, and  
26 without its permission or consent, defendants Gary Loomis and Loomis Outdoors,  
27 Inc. caused the registration of the domain names loomisfishing.com and  
28 loomisoutdoors.com with an Internet domain name registrar.

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1 61. Defendants have ignored Plaintiff letters requesting that they cease and  
2 desist from claiming any right to use of loomisfishing.com and loomisoutdoors.com  
3 and transfer the Internet registration for the domain name to Plaintiff.

4 62. Gary Loomis and Loomis Outdoors, Inc. have acted in bad faith with the  
5 intent to profit from the domain name given that, among other things: (i) they have  
6 usurped the entirety of Plaintiff's G. Loomis Mark; (ii) they are fully aware that  
7 Plaintiff owns exclusive rights to the G. Loomis Mark; (iii) their actions are intended  
8 to divert consumers from Plaintiff's online location to loomisfishing.com or  
9 loomisoutdoors.com, which is harming the goodwill represented by Plaintiff's mark,  
10 all for their commercial gain; and (iv) they have ignored Plaintiff's request that they  
11 transfer the registration for loomisfishing.com and loomisoutdoors.com to Plaintiff.

12 63. Plaintiff is further informed and believes, and on that basis alleges, that  
13 at the time Gary Loomis and Loomis Outdoors, Inc. caused the registration of  
14 loomisfishing.com and loomisoutdoors.com, Gary Loomis and Loomis Outdoors, Inc.  
15 did not believe, and had no reasonable grounds to believe, that their acquisition of  
16 loomisfishing.com or loomisoutdoors.com was a fair use or otherwise lawful.

17 64. By virtue of their conduct as alleged above, Gary Loomis and Loomis  
18 Outdoors, Inc. are in violation of 15 U.S.C. § 1125(d)(1)(A).

19 65. By virtue of Gary Loomis and Loomis Outdoors, Inc.'s violation of the  
20 Cyberpiracy Act, Plaintiff is entitled to an order, pursuant to 15 U.S.C. §  
21 1125(d)(1)(C), requiring them to transfer the domain names loomisfishing.com and  
22 loomisoutdoors.com to Plaintiff.

23 66. Plaintiff is informed and believes, and on that basis alleges that Gary  
24 Loomis and Loomis Outdoors, Inc.'s acts make this an exceptional case under 15  
25 U.S.C. § 1117(a). Thus, Plaintiff is entitled to an award of attorneys' fees and costs.  
26  
27  
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Butler & Marmaro LLP

**FOURTH CLAIM FOR RELIEF**

**(State Trademark Infringement - Cal. Bus. & Prof. Code § 14335)**

67. Plaintiff incorporates and realleges herein by this reference Paragraphs 1 through 66, inclusive, as though set forth in full herein.

68. Defendants' acts constitute trademark infringement pursuant to California Business & Professions Code § 14355.

69. Plaintiff has been damaged and will continue to be damaged by Defendants' infringement as alleged herein.

70. Pursuant to California Business and Professions Code § 14335, Plaintiff is entitled to an injunction prohibiting Defendants from continuing the practices described above and requiring Gary Loomis and Loomis Outdoors, Inc. to transfer the domain name registrations for loomisfishing.com and loomisoutdoors.com to Plaintiff.

71. Pursuant to California Business and Professions Code § 14340(a), Plaintiff is also entitled to treble profits and treble damages for Defendants' wrongful use of the G. Loomis Mark.

**FIFTH CLAIM FOR RELIEF**

**(State Infringement of Trade Name - Cal. Bus. & Prof. Code § 14402)**

72. Plaintiff incorporates and realleges herein by this reference Paragraphs 1 through 71, inclusive, as though set forth in full herein.

73. In January 1982, Plaintiff filed articles of incorporation with the Washington State Secretary of State under the corporate name "G. Loomis, Inc." and Plaintiff has continuously used this corporate name since such filing. Plaintiff's registered corporate name of "G. Loomis, Inc." constitutes a valid, protectable trade name for purposes of California Business and Professions Code § 14402.

74. Defendants' acts constitute trade name infringement pursuant to California Business & Professions Code § 14402.

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Butler & Marmaro LLP

1 75. Plaintiff has been damaged and will continue to be damaged by  
2 Defendants' infringement as alleged herein.

3 76. Pursuant to California Business and Professions Code § 14402, Plaintiff  
4 is entitled to an injunction prohibiting Defendants from continuing the practices  
5 described above and requiring Gary Loomis and Loomis Outdoors, Inc. to transfer the  
6 domain name registrations for loomisfishing.com and loomisoutdoors.com to  
7 Plaintiff.

8 77. As a result of Defendants' actions, Plaintiff has been damaged in an  
9 amount according to proof at trial.

10 78. The conduct of Defendants in infringing Plaintiff's trade name was  
11 willful, malicious, oppressive and fraudulent, and undertaken with deliberate  
12 disregard for Plaintiff's rights. Plaintiff is therefore entitled to an award of exemplary  
13 and punitive damages.

14  
15 **SIXTH CLAIM FOR RELIEF**

16 **(Misappropriation)**

17 79. Plaintiff incorporates and realleges herein by this reference Paragraphs 1  
18 through 78, inclusive, as though set forth in full herein.

19 80. By virtue of its investment of substantial time, money and effort for  
20 more than 25 years, Plaintiff is the owner of the G. Loomis Mark.

21 81. Defendants have misappropriated Plaintiff's foregoing intellectual  
22 property for their own use, without Plaintiff's permission and with no compensation  
23 to Plaintiff. Defendants have reaped the benefits of Plaintiff's creativity and efforts  
24 without the same cost that Plaintiff has incurred in acquiring and developing the G.  
25 Loomis Mark.

26 82. Plaintiff has been damaged and will continue to be damaged by  
27 Defendants' misappropriation, as described above. Plaintiff is therefore entitled to an  
28 award of actual damages in an amount according to proof at trial.

JMBM  
Jeffrey Mangels  
Butler & Marmaro LLP



1 83. The conduct of Defendants was willful, malicious, oppressive and  
2 fraudulent, and undertaken with deliberate disregard for Plaintiff's rights. Plaintiff is  
3 therefore entitled to an award of exemplary and punitive damages.

4  
5 **SEVENTH CLAIM FOR RELIEF**

6 **(Breach of Fiduciary Duty as against Gary Loomis only)**

7 84. Plaintiff incorporates and realleges herein by this reference Paragraphs 1  
8 through 83, inclusive, as though set forth in full herein.

9 85. By virtue of his position as an employee of GLI, Gary Loomis owed  
10 fiduciary duties to GLI.

11 86. Gary Loomis' conduct as alleged herein constitutes breaches of his  
12 fiduciary duties.

13 87. As a result of Gary Loomis' actions, Plaintiff has been damaged in an  
14 amount according to proof at trial.

15 88. The conduct of Gary Loomis was willful, malicious, oppressive and  
16 fraudulent, and undertaken with deliberate disregard for Plaintiff's rights. Plaintiff is  
17 therefore entitled to an award of exemplary and punitive damages.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for relief as follows:

20 A. For a temporary, preliminary and permanent injunction enjoining  
21 Defendants, and each of their agents, representatives, affiliates, partners and  
22 employees, and those persons in active concert or participation or privity with them,  
23 who receive actual notice of the injunction order by personal service, or otherwise  
24 from:

25 1. Infringing Plaintiff's trademark rights in any way, including  
26 without limitation, manufacturing, distributing, promoting, fulfilling orders for,  
27 marketing, selling or advertising goods and/or services in connection with the marks  
28 "Gary Loomis Lures," "Gary Loomis Spinnerbaits," "Loomis Outdoors" and "Loomis

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Butler & Marmaro LLP

1 Fishing," or any other mark or name confusingly similar to the G. Loomis Mark  
2 including without limitation "Loomis" and "Gary Loomis";

3 2. Using any false designation of origin, or any false or misleading  
4 description of fact, including the marks "Gary Loomis Lures," "Gary Loomis  
5 Spinnerbaits," "Loomis Outdoors" and "Loomis Fishing," or any other mark or name  
6 confusingly similar to the G. Loomis Mark, that can, or is likely to lead the  
7 consuming public, or individual members thereof, to believe that any products  
8 produced, promoted, marketed, advertised, provided or sold by Defendants are in any  
9 manner associated or connected with GLI, or are licensed, approved or authorized in  
10 any way by GLI;

11 3. Misappropriating Plaintiff's intellectual property rights in any  
12 way, including without limitation, the G. Loomis Mark; and/or

13 4. With respect to Gary Loomis, breaching any of his fiduciary  
14 duties to Plaintiff.

15 B. For an order directing Defendants to file with the Court and serve upon  
16 GLI's counsel, within thirty (30) days after entry of the order of injunction, a report  
17 setting forth the manner and form in which Defendants have complied with the  
18 injunction.

19 C. For an order requiring Defendants to immediately deliver to Plaintiff for  
20 safekeeping all products and promotional, marketing and advertising materials,  
21 including without limitation, advertisements, inventory lists, customer lists and  
22 brochures containing the marks "Gary Loomis Lures," "Gary Loomis Spinnerbaits,"  
23 "Loomis Outdoors" and "Loomis Fishing," or any other mark confusingly similar to  
24 the G. Loomis Mark.

25 D. For an order finding that, by the acts complained of herein, Defendants  
26 have infringed the G. Loomis Mark.  
27  
28

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1 E. For an order finding that, by the acts complained of herein, Defendants  
2 have created a false designation of origin and/or a false impression of association, in  
3 violation of 15 U.S.C. § 1125(a).

4 F. For an order finding that, by the acts complained of herein, Defendants  
5 have violated the Cyberpiracy Act, 15 U.S.C. § 1125(d).

6 G. For an order finding that, by the acts complained herein, Defendants  
7 have infringed the G. Loomis Mark, in violation of California Business & Professions  
8 Code § 14335.

9 H. For an order finding that, by the acts complained herein, Defendants  
10 have infringed Plaintiff's G. Loomis, Inc. trade name, in violation of California  
11 Business & Professions Code § 14402.

12 I. For an order finding that, by the acts complained of herein, Defendants  
13 have misappropriated Plaintiff's intellectual property, including without limitation,  
14 Plaintiff's rights in the G. Loomis Mark.

15 J. For an order finding that, by the acts complained of herein, Gary Loomis  
16 has breached his fiduciary duties to Plaintiff.

17 K. For an order pursuant to 15 U.S.C. § 1117(a) compelling Defendants to  
18 account to Plaintiff for any and all profits derived by Defendants from their unlawful  
19 and infringing conduct.

20 L. For an order awarding Plaintiff general and/or specific damages, in an  
21 amount to be fixed by the Court in accordance with proof, including enhanced and/or  
22 exemplary damages, as appropriate, as well as all of Defendants' profits or gains of  
23 any kind from their acts of infringement, false designation of origin, misappropriation  
24 and breach of fiduciary duty; and further for an order that such acts were willful and  
25 wanton, thereby justifying an award, where appropriate, of treble or enhanced  
26 damages.

Jeffer Mangels  
Butler & Marmaro LP  
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M. For an order that this be deemed an exceptional case and that Plaintiff recover from Defendants all of Plaintiff's attorneys' fees, costs, disbursements and other expenses Plaintiff has incurred due to Defendants' illegal actions.

N. For an order awarding Plaintiff pre-judgment interest.

O. For an order awarding Plaintiff such other and further relief as the Court may deem just and proper.

DATED: October 30, 2008

JEFFER, MANGELS, BUTLER &  
MARMARO LLP  
ROD S. BERMAN  
NEIL C. ERICKSON  
CHRIS D. NGUYEN

By:   
ROD S. BERMAN  
Attorneys for Plaintiff G.LOOMIS, INC.

JMBM  
Jeffer Mangels  
Butler & Marmaro LLP

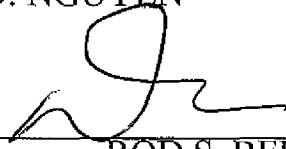
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**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff hereby demands trial by jury on all issues raised by the Complaint.

DATED: October 30, 2008

JEFFER, MANGELS, BUTLER &  
MARMARO LLP  
ROD S. BERMAN  
NEIL C. ERICKSON  
CHRIS D. NGUYEN

By:   
ROD S. BERMAN  
Attorneys for Plaintiff G. LOOMIS, INC.

JMBM  
Jeffer Mangels  
Butler & Marmaro LLP

# **EXHIBIT A**

**Int. Cl.: 28**

**Prior U.S. Cl.: 22**

**United States Patent and Trademark Office** **Reg. No. 1,637,672**  
**Registered Mar. 12, 1991**

**TRADEMARK  
PRINCIPAL REGISTER**

**G. LOOMIS**

G. LOOMIS, INC. (WASHINGTON CORPORATION)  
P. O. BOX E  
WOODLAND, WA 98674

FIRST USE 8-0-1982; IN COMMERCE  
8-0-1982.

SEC. 2(F).

FOR: FISHING EQUIPMENT, NAMELY FISHING  
RODS, ROD BLANKS, FISHING REELS,  
FISHING LINE, GOLF CLUBS AND GOLF  
CLUB SHAFTS, IN CLASS 28 (U.S. CL. 22).

SER. NO. 74-038,502, FILED 3-14-1990.

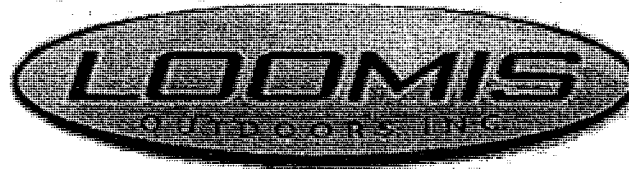
CORA ANN MOORHEAD, EXAMINING AT-  
TORNEY

**Ex. A**

**-22-**

# **EXHIBIT B**





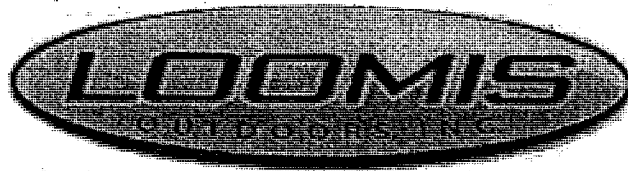
## Executive Summary

Thru the leadership of world famous fishing-rod designer Gary Loomis, **LOOMIS OUTDOORS INC.** is ideally positioned to grow to a \$15 million company in 2008-2009 and achieve \$90 million in sales within the next five years, thereby **dominating the fly fishing industry and being well-positioned in the all-tackle fishing business.** This is not mere good fortune, but rather the result of a carefully structured, forward-thinking vision and the deliberate execution by the Management Team of the plans necessary to achieve that vision. Corporate Development for 2008-2009 includes completing the acquisition of several target companies, and merging them into a public shell. These steps will bring additional capital to fund the acquisitions and internal growth, while simultaneously giving LO shareholders liquidity at a multiple that will result in a strong return on the dollars they have invested.

The Corporate Mandate has been to gain market share through an aggressive acquisition program (roll-up) into a publically traded company, which has never been done in the fishing business. The products and product categories that have been selected are based on strong consumer demand, high product turns, and synergistic interaction with other companies in LO, and vendor sourcing that allows margins in excess of 70%. In addition, LO Management has established exclusive agreements and other arrangements to protect the direct-product supply chain and guarantee exceptional quality.

Furthermore, as LO develops new products and new technologies within its selected market segments, it will seek protection for them under law through patents, copyrights, and trademarks. These legal protections will only further LO's maintenance and the development of its unassailable competitive advantage. LO has a patent pending for a new style of general-tackle lure designed by Gary Loomis (the GlimmerMinnow™), and holds appropriate copyrights and trademarks on a number all of its products.

As the Company grows, it will carry out strategic acquisitions and develop strategic alliances with both customers and vendors that give LO unique, proprietary products at costs far below those of others in the industry, while also generating additional sales. Each company brings unique products and capability to LO that reinforces and supports one another and deepens LO unassailable competitive advantage. For example, thru agreements with strategic partners LO will have competitive advantages with companies in Asia that have the patent rights and manufacturing ability to produce highly unique products at very competitive prices.



Acquiring Loomis Golf will result in \$1.5 million in gross sales per year of golf shafts to KZG and various other OEM vendors. Its business plan, being executed by its world-class golf management team, could once again allow Loomis Golf to dominate the shafts used on the PGA Tour, as G. Loomis Golf did in the mid 1990's.

LO Management has identified over 25 additional companies that potentially could be purchased to position the LO in a powerfully competitive market position and to expand LO's offering in both the fly-fishing and general-tackle markets. There is currently not a company in fly fishing that exceeds \$25 million in total sales, with the exception of Orvis. When LO achieves its 2008-2009 goals, it will become the second largest fly fishing company in the world, with sales in excess of \$15 million. As a result of that dominant position; companies will seek out LO to be acquired. Management can thus choose the best and brightest companies that offer the highest quality products at the highest return.

By 2012, LO will be a \$90 million company. The general tackle side of the fishing business is about 71 times larger than the fly fishing side of the business, thus offering LO the largest area for future growth. Sales in the general-tackle side of the business promise to grow quickly as the Gary Loomis brand of rods are developed in both fly and the all-tackle side of the business.

In summary, within five years, LO expects to break 90 million in sales, achieve a minimum of a 50% margin on products the company manufacturers, and achieve a 21% after-tax profit.

# **EXHIBIT C**

**JMBM** | Jeffer Mangels  
Butler & Marmaro LLP

---

Rod S. Berman  
Direct: (310) 201-3517  
Fax: (310) 712-8517  
RBerman@jmbm.com

1900 Avenue of the Stars, 7th Floor  
Los Angeles, California 90067-4308  
(310) 203-8080 (310) 203-0567 Fax  
www.jmbm.com

September 3, 2008

**VIA FEDERAL EXPRESS AND FACSIMILE 1.360.225.1706**

Mr. Gary A. Loomis  
Loomis Outdoors  
2612 N.E. 434th Street  
Woodland, WA 98674

Re: Infringement of G.LOOMIS Trademark

Dear Mr. Loomis:

We represent G. Loomis, Inc. ("G. Loomis").

We have recently been advised that you have commenced using "Loomis" as a trademark in connection with fishing products. For example, you have registered or caused the registration of the domain name "loomisfishing.com," have established a company under the trademark "Loomis Outdoors," and are selling lures through the Targus website under the trademark "Gary Loomis Lures."

G. Loomis owns all rights to the G. LOOMIS mark and any marks confusingly similar thereto. We believe this includes "Loomis Fishing", "Loomis Outdoors" and "Gary Loomis Lures." On the other hand, G. Loomis appreciates your identity in the fishing tackle field, and makes no claim to your name per se when used as a name and not as a trademark. However use of your name as a trademark is not acceptable. For example, in the Targus website, except for the use of the mark "Gary Loomis Lures", the other use of your name is fine. And if the reference to "Gary Loomis Lures" was changed to "lures designed by Gary Loomis," G. Loomis would have no objection to this use.

Recall that in the Purchase Agreement and the Intellectual Property Agreement you executed, you agreed to do whatever acts are necessary to assist G. Loomis to maintain and enforce any rights that you assigned to G. Loomis. You also agreed not to act in a manner which derogates the value of the rights you transferred to G. Loomis. With this in mind, we respectfully request that you transfer ownership of the "loomisfishing.com" domain name to G. Loomis and cease using any trademarks, service marks, trade names, domain names, or corporate names that are confusingly similar to the mark "G. Loomis" including without limitation "Loomis Fishing", "Loomis Outdoors" and "Gary Loomis Lures".

Gary A. Loomis  
September 3, 2008  
Page 2

We would appreciate receiving a response to this letter no later than September 8, 2008, and resolving this matter in an amicable manner and without litigation. All rights and remedies of G. Loomis and all other affected parties are reserved.

Sincerely,

A handwritten signature in black ink, appearing to be "Rod S. Berman", written over the word "Sincerely,".

ROD S. BERMAN of  
Jeffer, Mangels, Butler & Marmaro LLP

RXB:amv

Cc: Wayne S. Richey via fax 1.360.225.3586 and Federal Express

Ex. C  
-26-

# **EXHIBIT D**

Heller Ehrman 10/1/2008 12:19 PAGE 001/003 Fax Server

**HellerEhrman** LLP

**Facsimile Transmittal**

333 Bush Street  
San Francisco, CA 94104-2878  
Main: +1 (415) 772-6000  
Fax: +1 (415) 772-6268

---

**To:** Rod S. Berman, Jeffer Mangels Butler & Marmaro LLP  
**Telephone:** 1-310-203-8080 **Fax:** 1-310-203-0567

**From:** Beth M. Goldman  
**Telephone:** +1 (415) 772-6881  
**Direct Fax:**

**No. of Pages:** 3 (including cover)  
**Date:** October 1, 2008 01581.0001 (451)

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**Message:**

Document3  
10/1/08 12:13 PM Q

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Heller Ehrman LLP 333 Bush Street San Francisco, CA 94104-2878 [www.hellerhrman.com](http://www.hellerhrman.com)

Beijing Hong Kong London Los Angeles Madison, WI New York San Diego San Francisco Seattle/Anchorage Shanghai Silicon Valley Singapore Washington, D.C.

Heller Ehrman 10/1/2008 12:19 PAGE 002/003 Fax Server

## HellerEhrman<sup>LLP</sup>

September 29, 2008

*By Facsimile*

Beth M. Goldman  
Beth.Goldman@hellerehrman.com  
Direct +1 (415) 772-6831  
Multi +1 (415) 772-6090  
Fax +1 (415) 772-6268

01581.0001

Rod S. Berman  
Jeffer Mangels Butler & Marmaro LLP  
1900 Avenue of the Stars, 7th Floor  
Los Angeles, California 90067

**Re: G. Loomis, Inc.**

Dear Rod:

As you know, we represent Mr. Gary Loomis and Loomis Outdoors Holding, Inc. (collectively, "Loomis Outdoors") in trademark matters. We received your letter of September 3, 2008 regarding allegations of infringement of G.Loomis, Inc.'s ("G.Loomis") trademarks.

While we appreciate that G.Loomis has obtained certain rights in the G.LOOMIS trademark, you have overstated the scope of those rights in your letter. For example, LOOMIS OUTDOORS is a mark that could refer to any number of outdoor activities including golf, hiking, swimming etc. We do not regard any of these activities as included in the ambit of the G. LOOMIS mark acquired by your client. We note specifically that the G.LOOMIS registration was abandoned with respect to golf clubs and golf club shafts. We also understand that your client verbally informed Gary Loomis it did not intend to resume use of G.LOOMIS on golf equipment. As such, and contrary to your suggestion, Mr. Loomis' use of trademarks such as LOOMIS OUTDOORS for general sporting and outdoor products is not confusingly similar to the mark G.LOOMIS and does not derogate the value of the scope of rights acquired by your client.

Moreover, there is no limitation on our client's right to use his name as part of a domain address. As you know, there are any number of activities including blogging for which an individual may use a web site. We therefore decline to transfer any of our client's domain names.

Heller Ehrman LLP 333 Bush Street San Francisco, CA 94104-2878 [www.hellerehrman.com](http://www.hellerehrman.com)

Beijing Hong Kong London Los Angeles Madison, WI New York San Diego San Francisco Seattle/Anchorage Shanghai Silicon Valley Singapore Washington, D.C.



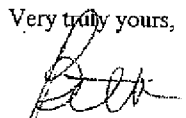
Heller Ehrman 10/1/2008 12:19 PAGE 003/003 Fax Server

HellerEhrman LLP

Rod S. Berman  
September 29, 2008  
Page 2

While we appreciate that you are trying to protect your client's trademark rights to the greatest extent possible, we are afraid your demands are overreaching. We are happy to discuss this matter with you further, but our client cannot agree to the terms of your letter.

Very truly yours,

  
Beth M. Goldman

SF 1486239 v1  
10/1/08 11:53 AM (20725.0003)

# **EXHIBIT E**

**Nguyen, Chris D.**

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**From:** Berman, Rod S.  
**Sent:** Friday, October 03, 2008 6:13 PM  
**To:** 'beth.goldman@hellerehrman.com'  
**Cc:** Berman, Rod S.  
**Attachments:** Loomis Outdoors Exec summary Aug 2008.doc

Dear Beth: We are in receipt of your letter dated September 29, 2008. It appears that your position is either that Mr. Loomis is out of the fishing business (he is now into "golf, hiking, swimming etc.") or his use of the LOOMIS brand outside of the fishing field does not infringe upon our client's rights and/or otherwise violate those rights. Perhaps you may not have the benefit of information we are aware of so before this matter escalates further, we wanted to share this information with you.

1. Are you are of the website found at [www.loomisfishing.com](http://www.loomisfishing.com)? This is clearly a linkage of the LOOMIS brand of our client to fishing and Mr. Loomis' activities.
2. Did you know that Mr. Loomis was selling, apparently at Walmart, the "Gary Loomis 4-Piece Glimmer Spinnerbait Kit" as recently as August 11, 2008?
3. Did you know that at ICAST, Mr. Loomis was involved in putting up signs for "Gary Loomis Spinnerbaits"?
4. Were you aware of the attached widely distributed Loomis Outdoors Executive Summary where it is stated: **"Thru the leadership of world famous fishing-rod designer Gary Loomis, LOOMIS OUTDOORS INC. is ideally positioned to grow to a \$15 million company in 2008-2009 and achieve \$90 million in sales within the next five years, thereby dominating the fly fishing industry and being well-positioned in the all-tackle fishing business"?**

In light of the foregoing we find it hard to believe that you can still make the argument that Mr. Loomis is not using the LOOMIS brand in the fishing field in direct violation of our client's rights.

Further, since LOOMIS is such a well known brand in the industry, there is no doubt that consumers would think there is some association between Mr. Loomis, in light of his use of LOOMIS, and our client and its LOOMIS brand.

Candidly we were surprised at your suggestion that if Mr. Loomis uses the LOOMIS brand in another sporting field other than fishing there will be no actionable confusion. LOOMIS is such a well-known and unique mark that the goodwill associated with it goes well beyond the fishing industry. Certainly consumers familiar with the LOOMIS brand but active in other sports will believe that there is some connection or association between the two LOOMIS branded goods.

Moreover, the fact that a G.LOOMIS registration for golf clubs was abandoned does not in any way mean that our client abandoned any of its rights in the LOOMIS brand. And even if it is true that our client verbally informed Mr. Loomis that it did not then intend to resume use of

Ex. E

-30-

10/30/2008

G.LOOMIS on golf equipment (which we have not verified), this does not mean that Mr. Loomis' use of LOOMIS OUTDOORS for general sporting and outdoor goods is not likely to create consumer confusion as you apparently contend.

Mr. Loomis' position is not well taken. We are sure that as an experienced trademark attorney you have not given Mr. Loomis an opinion that he is free to use the LOOMIS brand as you advocate in your letter.

We want to make one more effort to reach an agreement on the issues we raised in our initial letter and hope that you will respond positively and promptly.

We note that you did not get back to us regarding whether your firm represented G. Loomis, Inc. in the Shimano/G.Loomis, Inc. transaction. Please advise so that we can determine if your representation of Mr. Loomis adverse to G. Loomis, Inc. raises a conflict issue. Appreciate that our response to your letter does not waive any rights of our client or any other affected party to raise such objection.

We look forward to hearing from you. All rights and remedies of our client are expressly reserved.

Regards, Rod

---

Rod S. Berman  
Chairperson, Intellectual Property Group  
JMBM | Jeffer, Mangels, Butler & Marmaro LLP  
1900 Avenue of the Stars, 7th Floor  
Los Angeles, California 90067

(310) 201-3517 Direct  
(310) 712-8517 Fax  
RBerman@jmbm.com  
JMBM.com

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Ex. E

-31-

10/30/2008