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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

KORUM AUTOMOTIVE GROUP, INC., a  
Washington corporation,  
  
Plaintiff,  
  
v.  
  
SALSTROM MOTORS INC., d/b/a KORUM'S  
AUTO OUTLET, a Washington corporation; and  
ANDREW JACOBS and JANE DOE JACOBS,  
husband and wife,  
  
Defendants.

No.  
  
PLAINTIFF'S COMPLAINT  
FOR INJUNCTIVE RELIEF  
AND DAMAGES  
  
**JURY DEMAND**

Plaintiff, for its Complaint, alleges as follows:

**NATURE OF ACTION**

1. This is an action for willful, knowing and intentional trademark infringement, false designation of origin, unfair competition and unfair business practices arising under the Lanham Act, 15 U.S.C. § 1125(a), the Anti-Cybersquatting Consumer Protection Act ("ACPA"), 15 U.S.C. § 1125(d), the Washington Consumer Protection Act, RCW 19.86.010 *et seq.*, and the Washington Trademark Imitation Statute, RCW 19.77.010 *et seq.*

**PARTIES**

2. Plaintiff Korum Automotive Group ("Plaintiff" or "Korum Automotive Group") is a Washington corporation with its principal place of business at 100 River Road, Puyallup, Washington, 98371.



1 11. In 1956, Mel Korum started his first dealership in Puyallup, which was a Dodge  
2 dealership. The dealership was originally known as Korum Ruttkay Motors, but soon changed  
3 its name to Korum Dodge.

4 12. In 1963, Mel Korum's son, Jerry Korum, at age twenty, began working with his  
5 father selling cars at Korum Dodge.

6 13. In 1968, after five years learning the automobile dealership business working with  
7 his father, Jerry Korum acquired the Ford dealership in Puyallup, and in 1970, he formed Korum  
8 Ford and relocated the Korum Dodge dealership to Tacoma on South Tacoma Way.

9 14. Based on its over forty years of continuous operations and prominent advertising  
10 since 1970, Korum Ford is one of the largest and best-established Ford dealerships in western  
11 Washington.

12 15. Plaintiff's dealerships currently operating under the KORUM mark are Korum  
13 Ford, Korum Lincoln, Korum Hyundai, and Korum Mitsubishi, but Korum Automotive Group  
14 and its predecessors have operated a number of other dealerships and used car and truck centers  
15 as well over the years, including until recently Korum Suzuki, all using the KORUM mark.

16 16. As a result of these many years of ownership and operations under the KORUM  
17 mark, the KORUM mark is a famous and well-regarded trademark and has become virtually  
18 synonymous with the sale of new and used cars and trucks within its extensive market area in the  
19 greater Puget Sound region and western Washington.

20 17. Plaintiff has maintained a website using the KORUM mark since 1998 with  
21 several domain names, including *<korum.com>*. That primary website, [www.korum.com](http://www.korum.com),  
22 currently promotes Plaintiff's Korum Ford, Korum Lincoln, Korum Hyundai and Korum  
23 Mitsubishi dealerships, and uses Plaintiff's theme color, blue, as the dominant color on its  
24 website.

25 18. Plaintiff also maintains separate websites for each of these KORUM dealerships  
26 with the domain names *<korumford.com>*, *<korumlincoln.com>*, *<korumhyundai.com>* and  
27 *<korummitsubishi.com>*, again consistently and prominently using the KORUM mark.

1 19. Further advertising and reinforcing the KORUM mark, Plaintiff sells all of its cars  
2 and trucks at all of these KORUM dealerships, including used automobiles, with license plate  
3 frames that say "KORUM" in large capital letters on the top or bottom edge of each license plate  
4 frame.

5 20. In addition, inside the "KORUM" license plate frame of every car that Plaintiff  
6 sells at all of these KORUM dealerships, from the time that the car or truck is first put on the lot  
7 until the buyer obtains license plates for the vehicle, Plaintiff further advertises and promotes the  
8 KORUM mark with a placeholder placard located inside the license plate frame where the plates  
9 will be that also says, in all capital letters, "KORUM."

10 21. Because of Plaintiff's more than fifty-five years of prominent and successful  
11 history selling cars under the KORUM mark through these and other KORUM dealerships, the  
12 City of Puyallup has designated the corner of River Road and Meridian Avenue, where  
13 Plaintiff's KORUM dealerships have historically been located, as "Korum Korners."

14 22. All of these KORUM dealerships were and continue to be prominently identified  
15 by the KORUM mark in their signage, advertising, and promotions, including tens of thousands  
16 of license plates all over the greater Puget Sound area and beyond.

17 23. Although Plaintiff's KORUM dealerships have primarily been located in  
18 Puyallup, Plaintiff's market encompasses the greater Puget Sound area in western Washington,  
19 including Pierce County, north Thurston County, south King County, and surrounding areas.

20 24. Plaintiff currently spends over \$1 million per year on television, print, billboard  
21 and other advertising to promote its KORUM dealerships.

22 25. A substantial portion of Plaintiff's television, print and other advertising under the  
23 KORUM mark is focused on the Tacoma area which, as the largest metropolitan area in Pierce  
24 County and less than 10 miles from Puyallup, is one of the main sources of Plaintiff's customers.

25 26. The substantial commitment of time, effort and financial resources that Plaintiff  
26 has made to develop the KORUM mark as a distinctive and recognizable identifier of Plaintiff's  
27 dealerships has been very successful, and the KORUM dealerships have consistently generated



1 significant gross revenues.

2 27. On June 15, 2011, Plaintiff applied to the U.S. Patent and Trademark Office to  
3 obtain federal trademark registration of the KORUM mark for use in commerce to designate  
4 “automobile and truck dealership services,” “fleet vehicle sales” and “retail sales of parts and  
5 accessories for automobiles and trucks.”

6 28. On June 22, 2011, Plaintiff registered the KORUM mark with the trademark  
7 registration division of the Washington Secretary of State’s Office under Registration No. 54689  
8 for “automotive and truck dealership services.”

9 29. On the same date, Plaintiff also registered the KORUM mark with the trademark  
10 registration division of the Washington Secretary of State’s Office under Registration No. 54690  
11 for “leasing and financing services for automobiles and trucks,” and under Registration No.  
12 54691 for “repair and maintenance of automobiles and trucks” and “automobile and truck  
13 detailing services.”

14 30. On the same date, Plaintiff also registered the words “Korum Automotive Group”  
15 with the trademark registration division of the Washington Secretary of State’s Office under  
16 Registration No. 54692 for “automotive and truck dealership services,” “fleet vehicle sales,” and  
17 “retail sales of parts and accessories for automobiles and trucks.”

18 31. On June 23, 2011, Plaintiff registered the word “Korum” in blue outlined in white  
19 with a swoosh in a lighter blue wrapping over the last half of the word, with the trademark  
20 registration division of the Washington Secretary of State’s Office under Registration No. 54695  
21 for “automotive and truck dealership services,” “fleet vehicle sales,” and “retail sales of parts and  
22 accessories for automobiles and trucks,” and under leasing and financing services for  
23 automobiles and trucks.”

24 32. On June 24, 2011, Plaintiff registered the same mark consisting of the word  
25 “Korum” in blue outlined in white with a swoosh in a lighter blue wrapping over the last half of  
26 the word, with the trademark registration division of the Washington Secretary of State’s Office  
27 under Registration No. 54697 for “repair and maintenance of automobiles and trucks” and

1 “automobile and truck detailing services.”

2 33. As a result of Plaintiff’s long and successful development and use of the KORUM  
3 mark, as detailed above, the KORUM mark is a famous and well-regarded trademark and has  
4 served and continues to serve in the marketplace as a distinctive and well-recognized indicator of  
5 the source of Plaintiff’s automobile dealership services.

6 **DEFENDANTS AND THEIR INFRINGEMENT**

7 34. Defendant Salstrom Motors was incorporated by Defendant Andrew Jacobs on  
8 October 22, 2009. In the incorporation documents, Andrew Jacobs identified himself as the  
9 President, incorporator, and registered agent of Salstrom Motors, and he described the business  
10 as “Retail & Wholesale Automobile Sales.”

11 35. On July 14, 2010, Salstrom Motors was issued a motor vehicle dealer license. In  
12 its licensing documents filed with Washington Department of Licensing, Salstrom Motors stated  
13 that it intended to do business under the trade name “South Tacoma Motors.”

14 36. For several months, on information and belief, Salstrom Motors and Andrew  
15 Jacobs sold cars in south Tacoma under the name “South Tacoma Motors.”

16 37. On November 5, 2010, Salstrom Motors submitted an annual report to the  
17 Washington Secretary of State stating that the only officers and/or directors of Salstrom Motors  
18 at that time were Andrew Jacobs, its President, and Wesley McLaughlin, its Secretary.

19 38. In late November and early December 2010, Andrew Jacobs had negotiations  
20 with Plaintiff concerning commercial property owned by Plaintiff in Puyallup that Andrew  
21 Jacobs was interested in leasing for a used car dealership.

22 39. Plaintiff informed Andrew Jacobs during those negotiations that the written lease  
23 would have to include a provision prohibiting Andrew Jacobs and his used car business from  
24 using the KORUM mark.

25 40. Although the lease was not ultimately agreed upon, Plaintiff drafted and provided  
26 to Andrew Jacobs the wording of the provision that would have prohibited him from using the  
27 KORUM mark, and thus expressly conveyed to Andrew Jacobs the value and importance that

1 Plaintiff rightly places on the KORUM mark.

2 41. There is no doubt that Defendants are and were aware, at all times relevant hereto,  
3 of the goodwill and significant value associated with the KORUM mark as an indicator of the  
4 source of automobile dealership services.

5 42. On January 7, 2011, approximately a month after the failed lease negotiations in  
6 which Plaintiff told Andrew Jacobs that he would be prohibited from using the KORUM mark,  
7 Andrew Jacobs and Salstrom Motors registered a domain name, *<korumsautooutlet.com>*, using  
8 the KORUM mark.

9 43. In their website, [www.korumsautooutlet.com](http://www.korumsautooutlet.com), Andrew Jacobs and Salstrom  
10 Motors use the KORUM mark and its associated blue color theme to promote the automobile  
11 business of Salstrom Motors under the trade name "Korum's Auto Outlet."

12 44. At or about the same time, in January 2011, Defendants began doing business in  
13 south Tacoma under the trade name, "Korum's Auto Outlet," with signs, advertising, and other  
14 materials all using that new trade name.

15 45. With actual knowledge of the goodwill and value associated with the KORUM  
16 mark, and of Plaintiff's senior rights in the KORUM mark, Defendants adopted and began using  
17 and have continued to use the trade name, "Korum's Auto Outlet," and the domain name,  
18 *<korumsautooutlet.com>*, to promote and sell cars in south Tacoma, in the heart of Plaintiff's  
19 advertising and marketing area and customer base in Tacoma.

20 46. On February 28, 2011, Salstrom Motors filed an amended annual report with the  
21 Washington Secretary of State identifying a change in the officers and directors of the company.  
22 On information and belief, Salstrom Motors did not timely or properly disclose to Washington  
23 Department of Licensing that change or any associated changes in the ownership or controlling  
24 persons of the company as required by the Washington motor dealer licensing law, including the  
25 requirements of RCW 46.70.021 and RCW 46.70.041.

1 47. On or about May 18, 2011, Salstrom Motors registered the following additional  
2 trade names with the Washington Department of Licensing – Korum Auto Outlet, Korum Auto  
3 Outlets, Korum of Tacoma, Korum’s of Tacoma, Korum South Tacoma Motors, and Korum’s  
4 South Tacoma Motors, all of which also use the KORUM mark.

5 48. On June 22, 2011, Plaintiff, through counsel, wrote to Defendants and informed  
6 them that their conduct violates Plaintiff’s rights under state and federal trademark and unfair  
7 competition laws, and demanding that they cease and desist their unlawful conduct.

8 49. Defendants did not cease their unlawful conduct after receiving Plaintiff’s cease-  
9 and-desist letter in late June 2011, and have continued to violate Plaintiff’s rights as set forth  
10 herein.

11 50. In addition to using the KORUM mark for their trade name, “Korum’s Auto  
12 Outlet,” and their domain name, <[korumsautooutlet.com](http://korumsautooutlet.com)>, Defendants have also used and  
13 continue to use the KORUM mark by itself and in other combinations.

14 51. Every page of Defendants website [www.korumsautooutlet.com](http://www.korumsautooutlet.com), beginning with  
15 the home page and continuing on every inside page, is captioned “KORUM’S” in large capital  
16 letters at the top of the page, and uses the same dominant blue theme color and white contrast  
17 color that are used on Plaintiff’s websites, [www.korum.com](http://www.korum.com), [www.korumford.com](http://www.korumford.com),  
18 [www.korumlincoln.com](http://www.korumlincoln.com), [www.korumhyundai.com](http://www.korumhyundai.com), and [www.korummitsubishi.com](http://www.korummitsubishi.com). When the  
19 words “Auto Outlet” are shown on Defendants’ website, they appear in a different color and in  
20 much smaller letters.

21 52. On July 4, 2011, Defendants ran an advertisement in newspapers throughout the  
22 Tacoma area stating “KORUM’S IS IN TACOMA” which included a link to Defendants’  
23 website, [www.korumsautooutlet.com](http://www.korumsautooutlet.com), falsely suggesting that Defendants’ business, Korum’s  
24 Auto Outlet, is connected with Plaintiff and that there is now a KORUM dealership located in  
25 Tacoma.

26 53. On August 11, 2011, a salesman for Korum’s Auto Outlet, Cory Delosh, was  
27 quoted in [www.tacoma.com](http://www.tacoma.com), an online publication that promotes Tacoma-area businesses, as



1 stating that Korum's Auto Outlet in Tacoma is "the new Korum," again using the KORUM mark  
2 to describe Defendants' business and again falsely implying that Defendants' business, Korum's  
3 Auto Outlet, is connected with the "old" KORUM dealerships in Puyallup.

4 54. Plaintiff has received several communications from Defendants' customers and  
5 other third parties stating that they were affirmatively misled by Defendants, and were actually  
6 confused, into believing that Defendants' Korum's Auto Outlet business is connected with the  
7 KORUM dealerships, and part of the KORUM business owned and operated by Plaintiff under  
8 the KORUM mark, and that Defendants' customers at Korum's Auto Outlet could have their cars  
9 serviced at KORUM dealerships in Puyallup because Defendants were part of the same KORUM  
10 business.

11 55. Consumers are likely to be confused and have been actually confused by the  
12 Defendants' use of the trade name, Korum's Auto Outlet, and the Defendants' domain name,  
13 <korumsautooutlet.com>, into believing that there is a connection between Defendants and  
14 Plaintiff Korum Automotive Group and its KORUM mark.

15 56. Defendants have willfully adopted and used the confusingly similar trade name,  
16 "Korum's Auto Outlet," and confusingly similar domain name, <korumsautooutlet.com>, in an  
17 effort to piggy-back on and profit from the goodwill associated with the KORUM mark, to the  
18 detriment of Plaintiff Korum Automotive Group and the consuming public.

19 **FIRST CLAIM**  
20 **LANHAM ACT § 43(a) – FALSE DESIGNATION OF ORIGIN**  
21 **AND UNFAIR COMPETITION**  
**(15 U.S.C. § 1125(a))**

22 57. Plaintiff realleges and incorporates by reference the allegations set forth above.

23 58. Defendants' unauthorized use of the KORUM mark in Defendants' various trade  
24 names, and in particular, in their trade name "Korum's Auto Outlet," and in their domain name,  
25 <korumsautooutlet.com>, and in multiple other forms and variations, to promote and sell their  
26 automobile services, constitutes false designation of origin, false or misleading description, false  
27

1 or misleading representation, and/or unfair competition. Such unauthorized use is likely to cause  
2 confusion, mistake, or deception of others as to the affiliation, connection, or association of  
3 Defendants with Korum Automotive Group, and is likely to cause confusion, mistake, or  
4 deception as to the origin, sponsorship, or approval of the services of Defendants with those of  
5 Korum Automotive Group.

6 59. Such false designations, description, and/or representation constitutes unfair  
7 competition and is an infringement of Plaintiff's rights in its KORUM mark, in violation of  
8 Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

9 60. Defendants knew of Plaintiff's rights, and Defendants' conduct and continuation  
10 of that conduct were knowing, willful, and deliberate, making this an exceptional case within the  
11 meaning of 15 U.S.C. § 1117.

12 61. Plaintiff has been damaged by Defendants' actions in an amount to be proven at  
13 trial, and is entitled to recover Defendants' profits, Plaintiff's damages, and statutory treble  
14 damages pursuant to 15 U.S.C. § 1117.

15 62. Defendants have engaged in and continue to engage in these activities knowingly,  
16 willfully and deliberately, so as to justify an award of Plaintiff's reasonable attorney fees and  
17 costs.

18 63. Defendant Andrew Jacobs is the moving force behind, personally participated in,  
19 and/or is otherwise responsible for the wrongful activities of Defendant Salstrom Motors alleged  
20 herein, and as such is personally liable along with Salstrom Motors, jointly and severally, for all  
21 damages, attorney fees and costs awarded to Plaintiff.

22 64. Plaintiff has been, and will continue to be, damaged by Defendants' false  
23 description, false representation, and false designation of origin in a manner and amount that  
24 cannot fully be measured or compensated in economic terms and for which there is no adequate  
25 remedy at law. Defendants' actions have damaged, and continue to damage, Plaintiff's market,  
26 reputation, and goodwill, and may discourage current and potential customers and others from  
27 dealing with Plaintiff. Such irreparable harm will continue unless Defendants' acts are enjoined

1 during the pendency of this action and thereafter.

2 **SECOND CLAIM**  
3 **VIOLATION OF ANTI-CYBERSQUATTING CONSUMER PROTECTION ACT**  
4 **(15 U.S.C. § 1125(d))**

5 65. Plaintiff realleges and incorporates by reference the allegations set forth above.

6 66. Plaintiff's KORUM mark was well-known and distinctive before Defendants'  
7 registration of their <korumsautooutlet.com> domain name in January 2011.

8 67. Plaintiff has used and continues to use the KORUM mark in Plaintiff's domain  
9 names, <korum.com>, <korumford.com>, <korumlincoln.com>, <korumhyundai.com> and  
10 <korummitsubishi.com>.

11 68. Defendants have used the <korumsautooutlet.com> domain name with a bad faith  
12 intent to profit from Plaintiff's KORUM mark, pursuant to 15 U.S.C. § 1125(d).

13 69. Defendants have registered, trafficked in and used the <korumsautooutlet.com>  
14 domain name, which is confusingly similar to and/or dilutive of the KORUM mark.

15 70. Defendants' use of the <korumsautooutlet.com> domain name is likely to cause  
16 confusion among consumers as to the source or sponsorship of Defendants' website and their  
17 automobile dealership services.

18 71. Defendants' actions justify an award of statutory damages in the amount of  
19 \$100,000 pursuant to 15 U.S.C. § 1117(d).

20 72. Defendants have engaged in and continue to engage in these activities knowingly,  
21 willfully and deliberately, so as to justify an award of Plaintiff's reasonable attorney fees and  
22 costs.

23 73. Defendant Andrew Jacobs is the moving force behind, personally participated in,  
24 and/or is otherwise responsible for the wrongful activities of Defendant Salstrom Motors alleged  
25 herein, and as such is personally liable along with Salstrom Motors, jointly and severally, for all  
26 damages, attorney fees and costs awarded to Plaintiff, including the statutory damages in the  
27 amount of \$100,000.

1 74. Defendants' use of the <korumsautooutlet.com> domain name, unless enjoined  
2 by the Court, will continue to cause Plaintiff to sustain irreparable damage in a manner and  
3 amount that cannot fully be measured or compensated in economic terms and for which there is  
4 no adequate remedy at law. Such irreparable damage will continue unless Defendants' acts are  
5 enjoined during the pendency of this action and thereafter.

6 **THIRD CLAIM**  
7 **VIOLATION OF WASHINGTON CONSUMER PROTECTION ACT**  
8 **(RCW 19.86.020)**

9 75. Plaintiff realleges and incorporates by reference the allegations set forth above.

10 76. Defendants' unauthorized use of the KORUM mark in Defendants' various trade  
11 names, and in particular, in their trade name "Korum's Auto Outlet," and in their domain name,  
12 <korumsautooutlet.com>, and in multiple other forms and variations, is an unfair business  
13 practice that has the capacity to deceive consumers into believing that they are receiving services  
14 connected or affiliated with Plaintiff when that is not the case. This implicates the public  
15 interest.

16 77. The unfair business practices and other wrongful conduct by Defendants alleged  
17 herein occur and continue to occur in the course of Defendants' business. The conduct is part of  
18 a pattern or generalized course of conduct repeated by Defendants on a continuing basis.

19 78. Defendants have engaged and continue to engage in such unfair business practices  
20 and wrongful conduct knowingly, willfully and deliberately.

21 79. Plaintiff has been directly and proximately injured in its business and property by  
22 Defendants' unfair business practices and wrongful conduct as alleged herein in violation of  
23 Plaintiff's rights under RCW 19.86.020.

24 80. Pursuant to RCW 19.86.090, Plaintiff is entitled to statutory treble damages for  
25 each unfair and deceptive act by Defendants and its reasonable attorney fees and costs.

26 81. Defendant Andrew Jacobs is the moving force behind, personally participated in,  
27 and/or is otherwise responsible for the wrongful activities of Defendant Salstrom Motors alleged



1 herein, and as such is personally liable along with Salstrom Motors, jointly and severally, for all  
2 damages, attorney fees and costs awarded to Plaintiff, including the statutory treble damages.

3 82. Defendants' unfair business practices and wrongful conduct as alleged herein,  
4 unless enjoined by the Court, will continue to cause Plaintiff to sustain irreparable damage in a  
5 manner and amount that cannot fully be measured or compensated in economic terms and for  
6 which there is no adequate remedy at law. Such irreparable damage will continue unless  
7 Defendants' acts are enjoined during the pendency of this action and thereafter.

8  
9 **FOURTH CLAIM**  
10 **VIOLATION OF WASHINGTON TRADEMARK IMITATION STATUTE**  
11 **(RCW 19.77.140)**

12 83. Plaintiff realleges and incorporates by reference the allegations set forth above.

13 84. Defendants' unauthorized use or imitation of the KORUM mark in Defendants'  
14 various trade names, and in particular, in their trade name "Korum's Auto Outlet," and in their  
15 domain name, <korumsautooutlet.com>, and in multiple other forms and variations, is likely to  
16 confuse consumers into believing that they are receiving services connected or affiliated with  
17 Plaintiff when this is not the case, in violation of RCW 19.77.140.

18 85. Plaintiff has been directly and proximately injured in its business and property by  
19 Defendants' unfair business practices and wrongful conduct as alleged herein in violation of  
20 Plaintiff's rights under RCW 19.77.140.

21 86. Defendants have engaged in and continue to engage in these activities knowingly,  
22 willfully and deliberately, so as to justify an award of three times the Defendants' profits and/or  
23 Plaintiff's reasonable attorney fees and costs under RCW 19.77.150.

24 87. Defendant Andrew Jacobs is the moving force behind, personally participated in,  
25 and/or is otherwise responsible for the wrongful activities of Defendant Salstrom Motors alleged  
26 herein, and as such is personally liable along with Salstrom Motors, jointly and severally, for all  
27 damages, attorney fees and costs awarded to Plaintiff, including the award of three times the  
Defendants' profits under RCW 19.77.150.

1 88. Plaintiff has been, and will continue to be, damaged by Defendants' unauthorized  
2 use or imitation of the KORUM mark in a manner and amount that cannot fully be measured or  
3 compensated in economic terms and for which there is no adequate remedy at law. Such actions  
4 have damaged, and continue to damage, Plaintiff's market, reputation, and goodwill, and may  
5 discourage current and potential customers and others from dealing with Plaintiff. Such  
6 irreparable harm will continue unless Defendants' acts are enjoined during the pendency of this  
7 action and thereafter.

8 **IV. JURY DEMAND**

9 89. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by  
10 jury as to all issues so triable in this action.

11 **V. PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for a Judgment:

13 1. Granting a preliminary and permanent injunction ordering Defendants, their  
14 officers, agents, and employees, and all persons acting in concert with them, to cease and refrain  
15 from using the trade name, "Korum's Auto Outlet," the domain name, <korumsautooutlet.com>,  
16 their proposed trade names, "Korum Auto Outlet," "Korum Auto Outlets," "Korum of Tacoma,"  
17 "Korum's of Tacoma," "Korum South Tacoma Motors," and "Korum's South Tacoma Motors,"  
18 or any other form or variation of Plaintiff's KORUM mark;

19 2. Ordering Defendants to file with the Court and serve on Plaintiff's counsel within  
20 thirty (30) days after entry of any injunction issued in this action a sworn statement as provided  
21 in 15 U.S.C. § 1116, setting forth in detail how Defendants have complied with the injunction;

22 3. Ordering Defendants, at their own cost, to deliver up and destroy all advertising,  
23 signage, and other materials in their possession bearing the trade name designation, "Korum's  
24 Auto Outlet," the domain name, <korumsautooutlet.com>, or any other form or variation of  
25 Plaintiff's KORUM mark, as provided in 15 U.S.C. § 1118;  
26  
27

1 4. Ordering Defendants to account to Plaintiff for any and all profits derived from  
2 Defendants' unauthorized and infringing use of the trade name "Korum's Auto Outlet," the  
3 domain name <korumsautooutlet.com>, and any other form or variation of Plaintiff's KORUM  
4 mark;

5 5. Ordering the cancellation of Defendants' domain name, <korumsautooutlet>, as  
6 provided in 15 U.S.C. § 1125(d)(1)(C).

7 6. Awarding Plaintiff a money judgment for Defendants' profits and Plaintiff's  
8 damages pursuant to 15 U.S.C. § 1117 and RCW 19.77.150;

9 7. Trebling the award to Plaintiff under 15 U.S.C. § 1117 and RCW 19.77.150 on  
10 account of Defendants' willful, intentional and bad faith conduct;

11 8. Awarding Plaintiff \$100,000 in statutory damages pursuant to 15 U.S.C. §  
12 1117(d).

13 9. Awarding Plaintiff a money judgment against Defendants for Plaintiff's damages  
14 pursuant to RCW 19.86.090, and trebling the award, as provided therein;

15 10. Awarding Plaintiff its reasonable attorney fees and costs pursuant to 15 U.S.C.  
16 § 1117 and RCW 19.77.150 in view of Defendants' willful, intentional and bad faith conduct,  
17 and pursuant to RCW 19.86.090, and as otherwise provided by law;

18 11. Awarding Plaintiff pre-judgment and post-judgment interest; and

19 12. Awarding Plaintiff such other and further relief as the Court may deem just and  
20 proper.

21 DATED: September 1, 2011.

22 Respectfully submitted,

23 PHILLIPS LAW GROUP, PLLC

24 By: /s/ Matthew Geyman  
25 Matthew Geyman, WSBA #17544  
26 John W. Phillips, WSBA #12185

27 Attorneys for Plaintiff Korum Automotive Group