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1 Kelly Cunningham (SBN 186229)
kcunningham@ecjlaw.com
2 Elliot Chen (SBN 313941)
echen@ecjlaw.com
3 ERVIN COHEN & JESSUP LLP
9401 Wilshire Boulevard, Ninth Floor
4 Beverly Hills, California 90212-2974
Telephone (310) 273-6333
5 Facsimile (310) 859-2325

6 Attorneys for Plaintiff The Sliding Door Company,
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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

11 THE SLIDING DOOR COMPANY, a
12 California Corporation ,

13
14 Plaintiff,

15 v.
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17 THE GLASS DOOR COMPANY, INC.
18 d/b/a DOORS22, a Florida Corporation

19 Defendant.
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Case No.

COMPLAINT FOR:

- 1. **TRADE DRESS INFRINGEMENT**
– 15 U.S.C. § 1125(a)
- 2. **STATE TRADE DRESS DILUTION**
- 3. **UNFAIR COMPETITION**
-- 15 U.S.C. § 1125(a)
- 4. **UNFAIR COMPETITION**
– CAL BUS. & PROF. CODE § 17200
- 5. **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

1 Plaintiff THE SLIDING DOOR COMPANY (“Plaintiff” or “TSDC”) hereby
2 alleges and avers against Defendant THE GLASS DOOR COMPANY, INC., d/b/a
3 DOORS22 (“Doors 22”) as follows:

4 **I. THE PARTIES**

5 1. Plaintiff THE SLIDING DOOR COMPANY (“Plaintiff” or “TSDC”)
6 is a Corporation organized and existing under the laws of the State of California
7 with its principal place of business at 20235 Bahama Street, Chatsworth, CA 91311.

8 2. On information and belief, Defendant THE GLASS DOOR
9 COMPANY, INC. (“Doors 22”) is a corporation organized the laws of the State of
10 Florida, having a principal place of business at 6851 SW 21st Court, Suite 11, Fort
11 Lauderdale, FL 33317. THE GLASS DOOR COMPANY has registered and used
12 the fictitious name *Doors 22*.

13 **II. JURISDICTION AND VENUE**

14 3. This is an action for trade dress infringement under the Lanham Act, 15
15 U.S.C. § 1125(a), seeking injunctive relief and damages arising out of authorized
16 acts by Defendants in manufacturing products which infringe upon TSDC’s trade
17 dress.

18 4. This Court has subject matter jurisdiction over this action pursuant to
19 15 U.S.C. § 1121 (action arising under Lanham Act); and 28 U.S.C. § 1331 (federal
20 question) and 28 U.S.C. § 1338(a) (action asserting claim of unfair competition
21 joined with a substantial and related claim under the trademark laws). The Court has
22 supplemental jurisdiction over the claims in the Complaint 28 U.S.C. §§ 1338(b)
23 and 1367(a), because the state law claims are so related to the federal claims that
24 they form part of the same case or controversy and derive them from a common
25 nucleus of operative facts.

26 5. This Court has personal jurisdiction over Defendant because Defendant
27 has committed and continues to commit the wrongful acts complained of herein,
28 including, without limitation, acts of infringement in violation of 15 U.S.C. § 1125,

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1 and transacts business in the State of California and in this District. This includes
2 marketing and selling its infringing sliding door products to customers located in
3 California over, among other means, its website, <https://doors22.com/> and online
4 retailers Wayfair and Amazon. Upon information and belief, Defendant derives
5 revenue from interstate and international commerce, unfairly compete with TSDC
6 within this District and elsewhere and offer for sale products within this District.

7 6. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because
8 Defendant transacts business within this District and a substantial part of the events
9 giving rise to this action occurred in this District.

10 **III. COMMON ALLEGATIONS FOR ALL CLAIMS OF RELIEF**

11 **A. TSDC’s Business and Trade Dress**

12 7. TSDC is a national and international leader in the business of
13 developing, manufacturing, selling, installing and distributing various residential
14 and commercial interior glass door solutions, including, without limitation, doors,
15 barn doors, glass closet doors, room dividers, privacy walls, space partitions, office
16 partitions, co-working spaces, cubical enclosures, and fixed glass walls.

17 8. In connection with its products, TSDC has developed novel product
18 innovations and unique product designs. In 2005, TSDC realized that there was an
19 opening in the market for a sleeker sliding door, offering customers the ability to
20 select between various unique and decorative panel arrangements. This is embodied
21 in TSDC’s flagship products—the Flexible Track System (FTS) sliding doors.

22 9. Sliding Door sells its products in several different frame designs and
23 finishes, and allows its customers to select between various different glass types,,
24 track systems, and handles and locks for the products.

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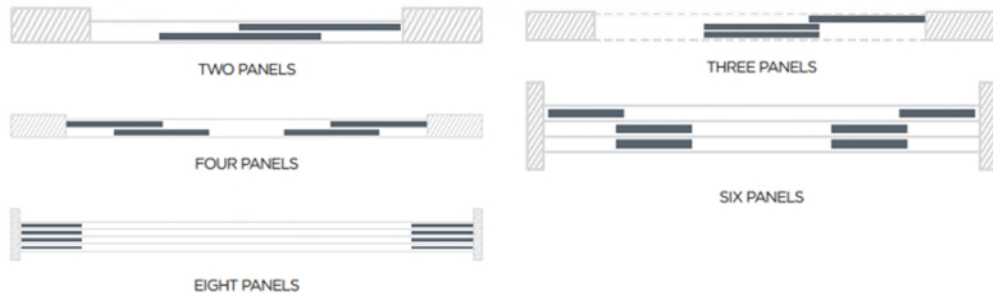
FRAME FINISH

A finish helps determine the ultimate style of your choice, whether your look is traditional, transitional, modern or contemporary our many options will allow you to complete your look flawlessly.



CONFIGURATION

Designed to accommodate an endless number of panel configurations is just one additional unique benefit when selecting a system from The Sliding Door Company. The flexibility we have created allows many ways to move, slide and open to suit your unique vision.



DIVIDER DESIGN

If a picture is worth 1000 words then the style of frame is the exclamation point. Select one of our many beautiful options or create one of your own.



10. However, since 2005, regardless of customization, certain combinations of features comprise each sliding door system sold by TSDC: a plurality of parallel slidable doors, and a plurality of parallel top and bottom tracks, each door slidable along one of the parallel tracks, and comprising a glass panel,

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1 whether transparent or translucent, encased within a rectangular aluminum frame
2 extrusion, each front-facing vertical portion of each frame containing a vertical ridge
3 that runs the length on the front surface, gaskets mounted to the frame, and wheels
4 that are hidden from view for rolling along one of the parallel tracks (the “TSDC
5 Trade Dress”).



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11. The unique foregoing combination of elements is non-functional. For example, the vertical ridge and grooves of the TSDC FTS designs serves no functional purpose whatsoever. In addition, there are countless alternative sliding door designs, such as suspended sliding doors and sliding doors with prominently displayed top or bottom wheels. The TSDC products are unique, in that each panel appears as a separate door-in-frame, as though they are part of the wall itself.

12. TSDC currently operates more than 20 showrooms throughout North America, including four showrooms in the Los Angeles metropolitan area and additional showrooms in San Diego, San Francisco, and San Jose.

13. TSDC has achieved extensive exposure and widespread recognition of its TSDC Products and brand in the United States and abroad through its efforts over a seventeen-year period resulting in being featured on HGTV, being highlighted in “Tiny House”, featured in articles by Architectural Record, in unsolicited articles including the San Fernando Valley Business Journal and being recognized by famous architects including Donna Leventhal. TSDC has installations in every

1 branch of the United States Military, the VA Hospital in Chicago, UCLA’s David
2 Geffen Medical Center, and is the top supplier of aluminum and glass interior door
3 systems for We Work and other major companies.

4 14. TSDC is considered an industry trendsetter in fabricating beautiful
5 glass-based products in their own factory, where safety and quality are built into
6 every single door.

7 15. Since 2005, TSDC has consistently and continuously marketed,
8 advertised, displayed, and sold its TSDC products and provides its product
9 fabrication and installation services throughout the United States and North America
10 as a full turnkey solution.

11 16. TSDC has conducted substantial and continuous marketing and
12 promotion since its inception. Since 2005, TSDC has spent over \$5 million dollars
13 in advertising, promotion, and marketing of the products and their unique
14 appearance. Examples of TSDC’s promotional efforts include marketing through its
15 webpage, <https://www.slidingdoorco.com/>, and various social media outlets,
16 including Facebook, Twitter, Instagram, Pinterest, and Youtube, third-party
17 platforms, including Wayfair, as well as in print media, such as BNP Media, the
18 Architectural Record, and investing in “continuing education unit” exams for
19 architects and interior designers to pass for credit in keeping their licenses active. In
20 addition, TSDC has promoted and advertised its unique interior sliding door system
21 designs at numerous trade shows and industry events in the United States.

22 17. TSDC widely markets and promotes its sliding door products by
23 displaying such products in the United States in its showrooms, trade shows, press
24 releases, installations at architectural firms as displays, in print media, such as BNP
25 Media and the Architectural Record, and through investing in “Continuing
26 Education Units” exams for AIA credit and Interior Designer credit, which it offers
27 online and provides year-round.

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1 18. TSDC has enjoyed considerable commercial success, with over
2 250,000 unique customers, including recognition as the top supplier of aluminum
3 and glass interior door systems for We Work and other major companies.

4 19. TSDC has enjoyed seventeen plus years of exclusive, or nearly
5 exclusive, use of its unique sliding door system product design.

6 20. As a result of TSDC's continuous and exclusive use of the TSDC Trade
7 Dress in connection with its FTS products, the trade dress enjoys wide acceptance
8 and association with TSDC within the industry, and has come to be widely and
9 favorably recognized by those in the industry as an indicator of the origin of
10 TSDC's goods.

11 21. As a result of TSDC's extensive use and promotion of its TSDC Trade
12 Dress, TSDC has built up and now owns valuable goodwill that is symbolized by
13 the trade dress. The purchasing public has come to associate the TSDC Trade Dress
14 with THE SLIDING DOOR COMPANY. This distinctive and non-functional trade
15 dress has achieved significant secondary meaning. Based on many years of
16 nationwide use and reputation, customers in this Judicial District and elsewhere
17 readily recognize the TSDC brands and are aware of the high reputation and quality
18 of TSDC's products, including its FTS products. The TSDC Trade Dress has
19 enormous value as a symbol of TSDC's quality products and services.

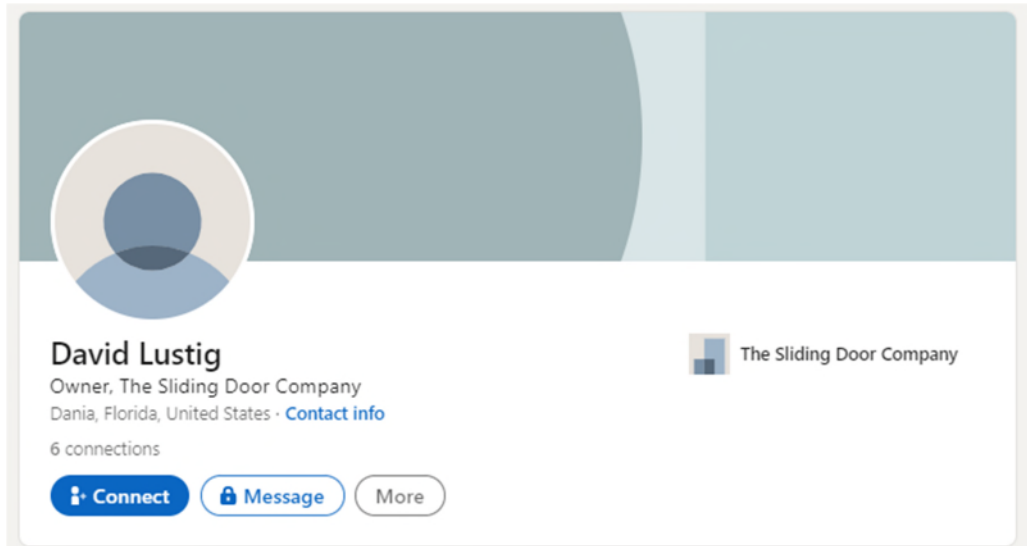
20 **B. Doors 22's Repeated Infringement Of TSDC's Intellectual**
21 **Property**

22 22. This is not the first time that Defendant has been caught red-handed
23 copying TSDC's intellectual property. On July 16, 2020, TSDC brought suit against
24 Doors 22 and its principals, Leon Bell and David Lustig, for illegally copying
25 TSDC's promotional photographs from TSDC's website and product catalogs, and
26 passing them off as their own. *The Sliding Door Company v. Leon Bell et al.*, 1:20-
27 cv-22951, Dkt. 1 (S.D. Fla. July 16, 2020). Specifically, Doors 22 accessed and
28 downloaded TSDC's photographs as past product installations, replaced the TSDC

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1 watermark with a Doors 22 watermark, and used TSDC’s photographs on its
2 website to market its products.

3 23. On information and belief, Doors 22’s actions were orchestrated by
4 David Lustig, a former partner of Systems Define Outcomes (SDO), an affiliate of
5 TSDC, with prior knowledge of TSDC’s business, business practices, products, and
6 even product blueprints. Further compounding the confusion, on information and
7 belief, Mr. Lustig has even informed others that he is the owner of TSDC (despite
8 never even being an employee). This blatantly false information is still present on
9 Mr. Lustig’s LinkedIn.



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19 24. Doors 22 admitted to its infringement of TSDC’s intellectual property.
20 On November 2, 2020, Judge Beth Bloom entered an Agreed Final Judgment and
21 Permanent Injunction, ordering defendants to pay TSDC \$25,000 and permanently
22 enjoining the defendants from using TSDC’s copyrighted images in connection with
23 selling Doors 22’s products.

24 25. However, not even two years later, Doors 22 is at it again.

25 26. Now, Doors 22 has progressed to copying TSDC’s unique and non-
26 functional product design trade dress, making low quality knock-offs of TSDC’s
27 FTS products that look exactly like TSDC’s design.

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1 27. Doors 22 makes, uses, sells, and offers to sell sliding glass doors and
2 office partitions. Doors 22 sells its sliding door products through its website,
3 <https://doors22.com/>, as well as through third party online platforms, including
4 Wayfair and Amazon. Doors 22 promotes its infringing glass door products through
5 identical social media channels to TSDC, including Facebook, Instagram, Pinterest,
6 and YouTube. On information and belief, Doors 22 has even directly targeted
7 TSDC’s direct customers, claiming that their product is exactly the same for less
8 money.

9 28. Doors 22 targets TSDC’s own existing and past customers, as well as
10 identical customers to them. In fact, TSDC first became aware of Doors 22 after a
11 salesperson advised TSDC’s management that she had lost a project to a company
12 called Doors 22. As the potential customer explained “I get the exact same product
13 but cheaper.”

14 29. TSDC has inspected an installation of a Doors 22 sliding door system,
15 as well as a sample Doors 22 door, purchased directly from Wayfair in this judicial
16 district. Doors 22 is making a knock-off so identical in overall appearance of
17 TSDC’s products, especially of its trade dress features, in a manner designed to
18 intentionally create a likelihood of confusion among customers and the public.

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1 30. Side-by-side comparisons showing TSDC's distinctive trade dress and
2 the Doors 22 replica are below:

3 **TSDC's Trade Dress**



13 **Doors 22 Replica**



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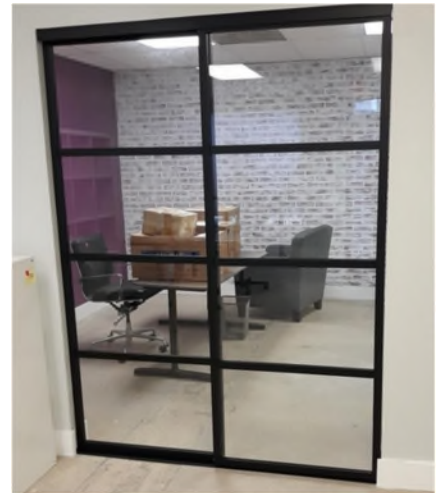
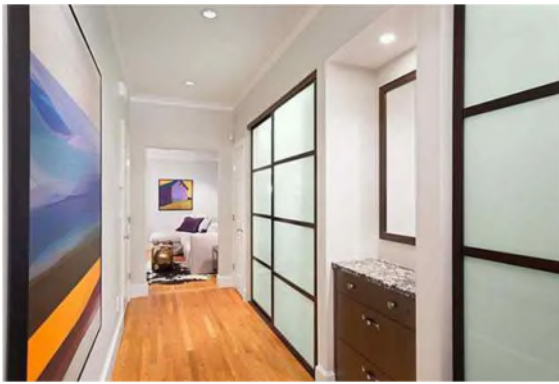
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TSDC's Trade Dress



Doors 22 Replica



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TSDC's Trade Dress



Doors 22 Replica



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TSDC's Trade Dress



Doors 22 Replica



31. Compounding the confusion, Doors 22 has even copied TSDC's name for its four-paneled dividers: *Quattro*.

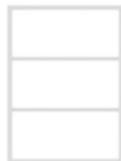


DIVIDER DESIGN

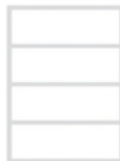
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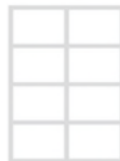
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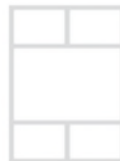
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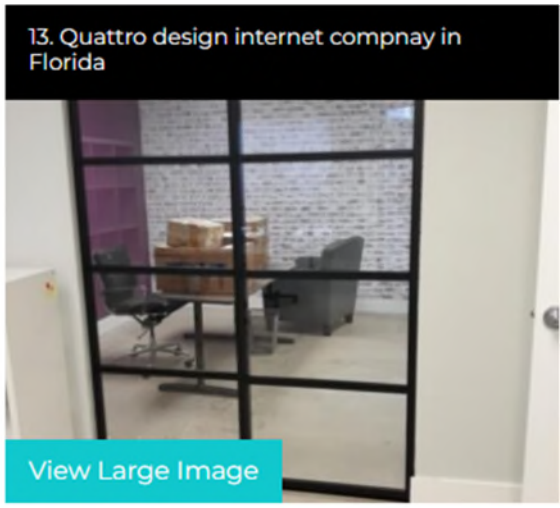
QUATTRO



CONTINENTAL



DUO-T



1 32. In fact, the Doors 22 sliding doors copy *every aspect* of TSDC’s FTS
2 products, down to minute, non-functional details that would not even be visible to
3 an ordinary consumer. On information and belief, Doors 22 must have either
4 provided its manufacturer with an actual TSDC FTS product or the blueprints
5 therefore, along with explicit instructions to knockoff the TSDC FTS product.

6 33. The only difference between the Doors 22 products and the TSDC FTS
7 products is that the Doors 22 products appear to have reversed the latching
8 mechanism on the lower wheel assemblies of the sliding doors. This feature is
9 functional and forms no part of the overall appearance of the TSDC product design.

10 34. In terms of quality, however, the Doors 22 doors are not the same. The
11 owner of the installation that TSDC inspected had numerous complaints regarding
12 the performance of the Doors 22 doors, from some doors not properly locking to the
13 wrong size doors being installed. This will cause irreparable harm to the goodwill
14 that TSDC has built over its seventeen-year history of exclusive use.

15 35. Defendant’s actions are intentional. This is not the first time that Doors
16 22 has slavishly copied TSDC’s products.

17 36. Furthermore, Doors 22 and its principals were aware of TSDC’s
18 products, intellectual property rights and trade dress, based on the prior working
19 relationship between TSDC and David Lustig from when he worked at SDO.

20 37. On information and belief, Doors 22 is attempting to unlawfully profit
21 from TSDC’s hard-earned goodwill and positive reputation, and to wrongfully
22 deceive potential customers and observers alike into believing that Doors 22’s low-
23 quality goods are associated with TSDC and TSDC’s FTS products, when in fact
24 they are not.

25 38. TSDC has been and will continue to be irreparably harmed by Doors
26 22’s wrongful activities and many violations of TSDC’s rights. In particular, Doors
27 22’s actions have caused and will continue to cause TSDC to suffer loss of market
28 share and access to customers, strained business relationships with third parties,

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1 price erosion and loss of goodwill and reputation. TSDC lacks an adequate remedy
2 at law to compensate for the harm that it has suffered, and, absent the requested
3 preliminary relief, TSDC will continue to be harmed by Doors 22’s illegal activities.

4 39. On information and belief, Doors 22’s infringing acts severely
5 undermine TSDC’s significant investment in its products (including its trade dress)
6 and reputation. TSDC brings this action seeking damages and injunctive relief to
7 remedy the harm that it has suffered and continues to suffer as a result of Doors 22’s
8 wrongful acts.

9 **FIRST CLAIM FOR RELIEF**

10 **(Trade Dress Infringement – 15 U.S.C. § 1125(a))**

11 40. TSDC incorporates and realleges, as though fully set forth herein,
12 paragraphs 1-39, inclusive.

13 41. TSDC owns all right and title to the distinctive and non-functional
14 TSDC Trade Dress, which it has continuously used in commerce since at least 2005.
15 The TSDC Trade Dress, as embodied in TSDC’s FTS products, has acquired
16 distinctiveness, throughout the country, and enjoys secondary meaning among
17 consumers, identifying TSDC as the source of those products.

18 42. TSDC never authorized or consented to Doors 22’s use of the TSDC
19 Trade Dress in connection with Doors 22’s products.

20 43. Doors 22 has misappropriated the TSDC Trade Dress by mimicking a
21 combination of each element of that trade dress, including non-functional aspects
22 such as the appearance of the rectangular aluminum frame extrusion, the vertical
23 ridge that runs the length of the front surface of the vertical portions of the frame,
24 the hidden wheel assemblies, track, gasket, and divider strips. Doors 22’s use of
25 knockoff duplicates or confusingly similar imitations of TSDC’s TSDC Trade Dress
26 has caused and is likely to cause confusion, deception and mistake by creating the
27 false and misleading impression that Doors 22’s goods are manufactured or
28 distributed by TSDC, or are affiliated, connected, or associated with TSDC, or have

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1 the sponsorship, endorsement, or approval of TSDC.

2 44. Doors 22’s actions constitute unfair competition and false designation
3 of origin, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

4 45. Doors 22 knew of TSDC’s TSDC Trade Dress when it designed its line
5 of sliding door products. On information and belief, Doors 22 used one of TSDC’s
6 blueprints or physical doors in order to design its own product. In fact, Doors 22 has
7 previously copied TSDC’s intellectual property, in order to cause confusion among
8 TSDC’s customers. Accordingly, Doors 22’s infringement has been and continues to
9 be intentional, willful, and without regard to TSDC’s TSDC Trade Dress.

10 46. Doors 22’s activities have caused and, unless enjoined by this Court,
11 will continue to cause a likelihood of confusion and deception of members of the
12 trade and public and, additionally, injury to TSDC’s goodwill and reputation as
13 symbolized by the TSDC Trade Dress.

14 47. TSDC has been and will continue to be irreparably harmed and
15 damaged by Doors 22’s conduct. TSDC lacks an adequate remedy at law to
16 compensate for this harm and damage.

17 48. TSDC is informed and believes, and on that basis alleges, that Doors 22
18 has gained profits by virtue of its infringement of the TSDC Trade Dress.

19 49. TSDC has also sustained damages as a direct and proximate result of
20 Doors 22’s infringement of the TSDC Trade Dress, in an amount to be proven at
21 trial.

22 50. Because Doors 22’s actions have been willful, TSDC is entitled to
23 treble its actual damages or Doors 22’s profits, whichever is greater, and to an award
24 of costs, and this being an exceptional case, reasonable attorneys’ fees pursuant to
25 15 U.S.C. § 1117(a).

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SECOND CLAIM FOR RELIEF

(State Trade Dress Dilution and Injury to Business Reputation)

51. TSDC repeats and incorporates by reference the allegations in paragraphs 1-51 of this Complaint.

52. TSDC has extensively and continuously promoted and used the TSDC Trade Dress throughout the United States and the TSDC Trade Dress has become a distinctive and well-known symbol of TSDC's products.

53. Defendants' unauthorized use of the TSDC Trade Dress dilutes the distinctiveness of the trade dress by eroding the public's exclusive identification of this distinctive trade dress with TSDC, and tarnishing and degrading the positive associations and prestigious connotations thereof.

54. Defendants are causing and will continue to cause irreparable injury to TSDC's goodwill and business reputation, and dilution of the distinctiveness and value of TSDC's TSDC Trade Dress in violation of the anti-dilution laws, whether codified by statute at Cal. Bus. & Prof. Code § 14200 et seq.

55. TSDC therefore is entitled to injunctive relief, damages and costs, as well as, if appropriate, enhanced damages, and reasonable attorneys' fees.

THIRD CLAIM FOR RELIEF

(Unfair Competition – 15 U.S.C. § 1125(a))

56. TSDC incorporates and realleges, as though fully set forth herein, paragraphs 1-55, inclusive.

57. The TSDC Trade Dress has become uniquely associated with, and hence identifies, TSDC. The TSDC Trade Dress is wholly associated with TSDC due to TSDC's longstanding exclusive use of the Trade Dress, and as such, TSDC is entitled to have the Trade Dress adequately protected with respect to the conduct of its business.

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1 58. Doors 22’s use of the Trade Dress in connection with the sales of Doors
2 22’s products constitutes federal unfair competition in that customers and/or would-
3 be customers are likely to be confused concerning the origin of the goods using the
4 Trade Dress in the marketplace, as well as the existence of an affiliation, connection,
5 or association between TSDC and Doors 22. The continued unauthorized use of the
6 Trade Dress will also lead consumers and potential consumers to erroneously
7 believe that the products of Doors 22 are being placed into the market with the
8 consent and authority of TSDC. The continued use by Doors 22 of the Trade Dress
9 has caused, and unless restrained, will continue to cause serious and irreparable
10 harm to TSDC.

11 59. TSDC is informed and believes, and thereon alleges, that Doors 22, in
12 using the Trade Dress on its products, has acted willfully and with full knowledge of
13 TSDC’s rights in the Trade Dress. Doors 22’s acts constitute unfair competition in
14 violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

15 60. On information and belief, Doors 22’s purpose and goal of the
16 aforementioned conduct was to divert sales from TSDC and thereby injure TSDC to
17 enrich themselves.

18 61. TSDC has also sustained damages as a direct and proximate result of
19 Doors 22’s infringement of the TSDC Trade Dress, in an amount to be proven at
20 trial.

21 62. By reason of Doors 22’s unfair competition, TSDC has suffered and
22 will continue to suffer irreparable injury unless and until this Court enters and order
23 enjoining Doors 22 from any further acts of unfair competition. Doors 22’s
24 continuing acts of unfair competition, unless enjoined, will cause irreparable
25 damage to TSDC in that it will have no adequate remedy at all to compel the
26 infringement to stop. TSDC will be compelled to prosecute a multiplicity of actions,
27 one each time that Doors 22 commits such acts, and in each action it will be
28 extremely difficult to ascertain the amount of compensation which will afford TSDC

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1 adequate relief. For this reason, TSDC requests that the Court issue a preliminary
2 injunction and permanent injunction that enjoins Doors 22 from engaging in its
3 wrongful conduct.

4 **FOURTH CLAIM FOR RELIEF**

5 **(Unfair Competition – California Business & Professions Code § 17200 et seq.)**

6 63. TSDC incorporates and realleges, as though fully set forth herein,
7 paragraphs 1-62, inclusive.

8 64. TSDC brings this cause of action pursuant to California’s Unfair
9 Competition Law, Cal. Business & Professions Code § 17200 et seq., which
10 prohibits businesses from engaging in unlawful, unfair, or fraudulent business acts
11 or practices.

12 65. The foregoing acts of unfair competition as alleged in paragraphs 62–
13 68 constitute unfair business practices under Cal. Business & Professions Code §
14 17200 et seq., for which TSDC is entitled to restitution and injunctive relief.

15 66. As a direct and proximate result of the aforementioned acts of unfair
16 business practices, Doors 22 has received ill-gotten gains at the expense of TSDC.
17 For this reason, TSDC is entitled to restitution and disgorgement from Doors 22
18 with respect to those ill-gotten gains.

19 67. In addition, TSDC has suffered and will continue to suffer irreparable
20 injury unless and until this Court enters and order enjoining Doors 22 from any
21 further acts of unfair business practices. Doors 22’s continuing acts of unfair
22 competition, unless enjoined, will cause irreparable damage to TSDC in that it will
23 have no adequate remedy at all to compel Doors 22 to cease such acts. TSDC is
24 therefore entitled to a preliminary injunction and a permanent injunction against
25 further infringing and unfairly competitive conduct of Doors 22.

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FIFTH CLAIM FOR RELIEF

(Intentional Interference with Prospective Economic Advantage)

68. TSDC repeats and incorporates by reference the allegations in paragraphs 1-67 of this Complaint.

69. TSDC has existing business relationships and prospective business relationships with numerous companies, retailers, and clients throughout the nation and particularly in Southern California.

70. TSDC was in negotiations with one such client and had all but closed the deal to sell a number of sliding doors using the patented technology, when Defendants undercut TSDC. On information and belief, Defendants knowingly and with bad faith offered TSDC’s prospective client infringing products at a lower cost.

71. As a direct result of Defendants' actions, the client refused to purchase sliding doors from TSDC, noting that Defendants were offering the "same product" for cheaper. TSDC was thus deprived of a sale. As a direct result of Defendants' actions, TSDC was damaged in an amount according to proof due to the loss of sale and interference with TSDC's existing business relationship with the prospective client.

72. On information and belief, Defendants knew of the business relationship between TSDC and the prospective client, and intentionally interfered with TSDC's prospective business advantage by manufacturing, offering for sale, and selling infringing products to TSDC’s prospective client thereby undercutting TSDC and its profits.

PRAYER FOR RELIEF

WHEREFORE, TSDC respectfully requests the following relief:

1. Judgment that Doors 22 has infringed TSDC’s Trade Dress;
2. An award of preliminary and permanent injunctions, enjoining Doors 22 and its agents, servants, officers, directors, employees, and persons or entities acting in concert with Doors 22 from infringing TSDC’s Trade Dress and from

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1 engaging in any further acts of unfair competition under 15 U.S.C. § 1125(a) and
2 Cal. Business and Professions Code § 17200 et seq.;

3 3. Actual damages suffered by TSDC as a result of Doors 22’s unlawful
4 conduct, in an amount to be proven at trial;

5 4. An accounting of Doors 22’s profits pursuant to 15 U.S.C. § 1117;

6 5. A judgment trebling any damages award pursuant to 15 U.S.C. § 1117;

7 6. Punitive damages in an amount to be proven at trial;

8 7. Disgorgement of Doors 22’s profits which have arisen from their
9 wrongful conduct;

10 8. Restitution of the amounts by which Doors 22 has been unjustly
11 enriched;

12 9. Pre-judgment and post-judgment interest;

13 10. Costs of suit and reasonable attorneys’ fees; and

14 11. Any other and further relief, both general and special, at law or in
15 equity, to which TSDC is entitled.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff The Sliding Door Company hereby demands a trial by jury on all
18 issues raised by the Complaint that are so triable.

19

20 DATED: October 14, 2022 ERVIN COHEN & JESSUP LLP
21 Kelly Cunningham
22 Elliot Chen

23

24 By: /s/ Kelly Cunningham
25 Kelly Cunningham
26 Attorneys for Plaintiff The Sliding Door
27 Company
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