

NATURE OF ACTION AND JURISDICTION

4. This is an action for trademark infringement, counterfeiting, dilution, unfair competition, false advertising, unfair business practices, unjust enrichment, breach of contract, and conversion under the Trademark Act of 1946, as amended, 15 U.S.C. § 1051 *et seq.* (“Lanham Act”), and the laws of the state of Michigan.

5. This Court has jurisdiction over this action under Section 39 of the Lanham Act, 15 U.S.C. § 1121, and Title 28 of the United States Code, §§ 1331 and 1338, and supplemental jurisdiction over state law claims under 28 U.S.C. § 1367(a).

6. The matter in controversy in this action exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states. Accordingly, this Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332.

FACTS



A. Pennzoil-Quaker State Company and Its Marks


7. Pennzoil-Quaker State Company, along with its predecessors and affiliates (collectively “PQS”), has been a leading source of automotive lubricants and related products and services for many years starting at least as early as 1915.

8. Since at least as early as 1915, PQS and its authorized dealers and distributors have used the mark PENNZOIL and the PENNZOIL logo in connection with the sale and promotion of lubricants and other petroleum-related products. The PENNZOIL logo incorporates “PENNZOIL” in black letters over a red “Liberty Bell” design on a yellow background, sometimes presented within an oval design. Over the years, the yellow, red and

black color scheme has been repeated in PQS's trade dress, advertising and promotion for PENNZOIL products and services.

9. In addition to its extensive common-law rights, PQS owns federal trademark registrations for its marks, including those shown in the chart below:

MARK	REGISTRATION NO./ REGISTRATION DATE	GOODS/SERVICES
	<p>1,505,755/ September 27, 1988</p>	<p>Oil filters, air filters and crankcase breathers for internal combustion engines for land vehicles (IC 12)</p>
<p>PENNZOIL 10 MINUTE OIL CHANGE</p>	<p>1,562,593/ October 24, 1989</p>	<p>Automotive lube center services (IC 37)</p>
	<p>2,175,045/ July 21, 1998</p>	<p>Chemical fuel and motor oil additives for internal combustion engines; chemical additives for engine and fuel treatment; and chemical preparations for use in the manufacture of motor oil and fuel additives (IC 1)</p> <p>Carburetor cleaners; automatic choke cleaner; injector nozzle cleaner; degreasers and engine cleaners for vehicles (IC 3)</p> <p>Motor oil; automotive, industrial and general</p>

MARK	REGISTRATION NO./ REGISTRATION DATE	GOODS/SERVICES
		<p>purpose greases and lubricants; automatic transmission fluids (IC 4)</p> <p>Clothing, namely, T-shirts, sweatshirts, hats, jackets, sweaters, tank shirts, sport shirts, neckties and children's clothing, namely, sleepwear, T-shirts, jackets and sweatshirts (IC 25)</p> <p>Automobile service station services (IC 37)</p>
	<p>2,175,082/ July 21, 1998</p>	<p>Chemical fuel and motor oil additives for internal combustion engines; chemical additives for engine and fuel treatment; and chemical preparations for use in the manufacture of motor oil and fuel additives (IC 1)</p> <p>Carburetor cleaners; automatic choke cleaner; injector nozzle cleaner; degreasers and engine cleaners for vehicles (IC 3)</p> <p>Motor oil; automotive, industrial and general purpose greases and lubricants; automatic transmission fluids</p>

MARK	REGISTRATION NO/ REGISTRATION DATE	GOODS/SERVICES
		(IC 4) Clothing, namely, T-shirts, sweatshirts, hats, jackets, sweaters, tank shirts, sport shirts, neckties and children's clothing, namely, sleepwear, T-shirts, jackets and sweatshirts (IC 25) Automobile service station services (IC 37)

10. The above registrations are valid, enforceable, subsisting and incontestable pursuant to 15 U.S.C. § 1065. Copies of the certificates of registration for the above registrations are attached as Exhibit A. The PENNZOIL marks described above and the yellow, red and black color scheme are collectively referred to herein as the "PENNZOIL Marks."

11. PENNZOIL-branded products are available for purchase and installation through authorized oil-change centers throughout the United States. There are thousands of authorized PENNZOIL oil-change centers across the U.S., including a large number in Michigan.

12. In addition to prominently displaying the PENNZOIL logo, many of PQS's authorized installers feature the colors from the logo (yellow, black and/or red) in the color scheme of their signage and/or buildings.

13. Operators of authorized PENNZOIL oil-change centers are selected through a screening process and are required to meet PQS's quality control requirements in the handling and installation of PENNZOIL-branded products. These provisions have been established in

order to ensure that customers receive high-quality, authentic PENNZOIL-branded products. Similar control is placed on PQS's product distributors of PENNZOIL products to ensure that the authorized products delivered to authorized installers are unadulterated and otherwise meet PQS's high quality standards. The use of the PENNZOIL Marks by these operators is under license from PQS. PQS and its distributors loan signage bearing the PENNZOIL Marks to the operators of authorized PENNZOIL oil-change centers for the purpose of communicating to the public that they are authorized oil-change centers offering genuine PENNZOIL products.

14. Over the years, PQS has invested great effort and resources in advertising and promoting the PENNZOIL Marks throughout the United States, including the state of Michigan.

15. The PENNZOIL Marks are inherently distinctive, serving to identify and indicate the source and quality of PQS's products and services to the consuming public, and to distinguish PQS's products and services from those of other manufacturers and retailers.

16. Additionally, as a result of PQS's extensive use and promotion of the PENNZOIL Marks, the Marks have become distinctive and famous to designate PQS, and are well-known and widely recognized by consumers. PQS has developed valuable goodwill in the famous PENNZOIL Marks.

17. PQS has developed common-law rights in the PENNZOIL Marks in Michigan and throughout the United States.

B. Defendants' Unauthorized Use of the PENNZOIL Marks

18. LubeMart Associates, Inc., Robert Heyl, and JoAnn M. Gross-Heyl (collectively referred to as "Defendants"), operate oil change facilities at the addresses 28915 Telegraph Road,

Flat Rock, Michigan 48134 and 32960 West Michigan Ave., Wayne, Michigan 48184 (both under the name "LubeMart Associates").

19. On August 30, 1999, Defendant Robert Heyl signed a Lube Center Sales Agreement and a Sign Agreement with PQS on behalf of Defendant LubeMart covering the 28915 Telegraph Road location and establishing LubeMart as an authorized installer of PENNZOIL products and to receive a PENNZOIL sign on loan from PQS (the "Agreements"). Copies of the Agreements are attached as Exhibit B.

20. The Agreements provided, inter alia:

(a) That BUYER (Defendant LubeMart) would make minimum quarterly purchases of PENNZOIL products from PQS or a PQS distributor;

(b) That BUYER would not mix or blend PENNZOIL products with other products or mix PENNZOIL products of different grades or viscosities;

(c) That BUYER would allow PQS representatives to take samples of BUYER's products for testing to ensure freedom from adulteration, misbranding and/or contamination;

(d) That BUYER would not misrepresent other products as PENNZOIL products;

(e) That PQS or one of its authorized distributors would loan PENNZOIL signs to BUYER for use at BUYER's facility, which signs would remain the property of PQS and would be returned to PQS upon termination of the Agreements; and

(f) Subject to BUYER's continuing compliance with the Agreements, PQS would grant BUYER a license to display PENNZOIL signs and use the PENNZOIL Marks in

other specified manners for communicating to the public that BUYER was an authorized installer of PENNZOIL products.

(g) The Agreements would terminate August 30, 2006 absent earlier termination by either party.

21. Subsequent to execution of the Agreements, Defendants ceased purchasing PENNZOIL products from PQS or authorized sources of PQS.

22. Despite the termination of the Agreement and Defendants' failure to purchase PENNZOIL products, Defendants to this day have not returned the PENNZOIL signs loaned by PQS and continue to display exterior and interior PQS signage prominently displaying the PQS Marks.

23. Defendants' facilities feature yellow awnings following the roofline of the facility incorporating the PENNZOIL logo and "LubeMart Associates" in black lettering (the Wayne location awning also states "10 Minute Oil Change" and "FRICTION FIGHTERS"). Defendants' facilities also feature stand alone signs with yellow facings; the Flat Rock pole sign includes the words "LubeMart Associates" and the PENNZOIL logo, both in black, while the Wayne sign includes the words "LubeMart OIL CHANGE AND Maintenance CENTER" in red and black lettering. Photographs of Defendants' exterior signage at the Flat Rock facility and Wayne facility are attached as Exhibits C and D, respectively.

24. In addition to Defendants' violations of the Agreement and holding themselves out as an authorized installer of PENNZOIL products, Defendants are not offering or selling genuine PENNZOIL products even when such products are requested by consumers. PQS has obtained and analyzed oil provided by Defendants as "PENNZOIL" in Defendants oil-change

service, and such analysis confirms that Defendants are not selling genuine PENNZOIL products, Defendants are selling counterfeit products.

25. Defendants are misrepresenting themselves as authorized PENNZOIL oil-change centers and are misrepresenting their products and services as PQS products.

26. PQS has repeatedly demanded that Defendants stop using the PENNZOIL Marks and stop misrepresenting their products and services as authorized PENNZOIL products and services, but Defendants have simply ignored PQS's demands.

27. Defendants have engaged in a deliberate course of conduct to deceive consumers into believing that the motor oil and lubrication services offered by Defendants emanate from, or are authorized, connected or affiliated with, PQS and Defendants continue to falsely represent that they feature genuine PENNZOIL products in order to trade on PQS's enormous reputation and goodwill, and to injure PQS and PQS authorized centers. Defendants' unauthorized use of the PENNZOIL Marks began long after the PQS Marks became famous.

28. Defendants Robert Heyl and JoAnn Gross-Heyl have actively participated in these violations of PQS's Marks.

C. Effect of Defendants' Activities on PQS and the Consuming Public

29. Defendants' unauthorized use of the PENNZOIL Marks in this manner is likely to cause confusion, to cause mistake, and to deceive customers and potential customers as to the affiliation, connection, sponsorship or association of Defendants with PQS, or as to the origin, affiliation, sponsorship, or approval of Defendants' products or services by PQS.

30. Defendants' unauthorized use of the PENNZOIL Marks falsely indicates to the purchasing public that Defendants, their businesses, and their products or services are affiliated,

connected, or associated with PQS, or are sponsored, endorsed, or approved by PQS, or are in some manner related to PQS or its products or services when that is not true.

31. Defendants' unauthorized use of the PENNZOIL Marks falsely designates the origin of Defendants' products and services, and falsely or misleadingly describes and misrepresents facts with respect to Defendants and their products and services.

32. Defendants' unauthorized use of the PENNZOIL Marks is likely to cause dilution of the distinctive quality of the PENNZOIL Marks, and is causing such dilution.

33. Defendants' unauthorized use of the PQS Marks enables Defendants to trade on and receive the benefit and goodwill in the reputation of the PQS Marks and to gain acceptance for Defendants not solely on Defendants' own merits.

34. Defendants' unauthorized use of the PENNZOIL Marks in this manner enables Defendants to pass off products and services on the unsuspecting public as those of PQS when they are not PQS products.

35. Defendants' unauthorized use of the PQS Marks deceives consumers into believing that the motor oil products used by Defendants are genuine PQS products.

36. Defendants' unauthorized use of the PQS Marks in this manner deceives consumers into believing that the motor oil services provided by Defendants are genuine PQS-authorized, oil-change services when that is not the case.

37. Defendants' unauthorized use of the PQS Marks removes from PQS the ability to control the nature and quality of products and services provided under the PQS Marks, and places the valuable reputation and goodwill of PQS in the unfettered control of Defendants.

38. As a result of Defendants' unauthorized use of the PENNZOIL Marks, Defendants are being unjustly enriched at PQS's expense.

39. Unless these unfair and deceptive trade practices and acts of unfair competition by Defendants are enjoined by this Court, these practices and acts will continue, and will continue to cause irreparable injury to PQS and to the public, for which there is no adequate remedy at law.

D. Willful Nature of Defendants' Activities

40. Defendants' activities complained of herein have been malicious, fraudulent, deliberate, willful, intentional, and in bad faith, with full knowledge and conscious disregard of PQS's rights. In view of the egregious nature of Defendants' actions, this is an exceptional case within the meaning of Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a).

COUNT I: FEDERAL TRADEMARK INFRINGEMENT

41. PQS repeats the above allegations as if fully set forth herein.

42. The acts of Defendants complained of herein constitute infringement of PQS's registered trademarks in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

COUNT II: FEDERAL TRADEMARK COUNTERFEITING

43. PQS repeats the above allegations as if fully set forth herein.

44. The acts of Defendants complained of herein constitute counterfeiting of PQS's registered trademarks in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

COUNT III: FEDERAL UNFAIR COMPETITION

45. PQS repeats the above allegations as if fully set forth herein

46. The acts of Defendants complained of herein constitute unfair competition in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A).

COUNT IV: FEDERAL TRADEMARK DILUTION

47. PQS repeats the above allegations as if fully set forth herein.

48. The acts of Defendants complained of herein constitute dilution of PQS's famous marks in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

COUNT V: FEDERAL FALSE ADVERTISING

49. PQS repeats the above allegations as if fully set forth herein.

50. The acts of Defendants complained of herein constitute false advertising in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

COUNT VI: VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT

51. PQS repeats the above allegations as if fully set forth herein.

52. The acts of Defendants complained of herein constitute unfair trade practices in violation of the Michigan Consumer Protection Act, MCL §§445.901 et seq.

COUNT VII: COMMON LAW UNFAIR COMPETITION AND PASSING OFF

53. PQS repeats the above allegations as if fully set forth herein.

54. The acts of Defendants complained of herein constitute unfair competition and passing off in violation of the common law of Michigan.

COUNT IX: UNJUST ENRICHMENT

55. PQS repeats the above allegations as if fully set forth herein.

56. The acts of Defendants complained of herein constitute unjust enrichment of Defendants at PQS's expense.

COUNT X: BREACH OF CONTRACT

57. PQS repeats the above allegations as if fully set forth herein.

58. The acts of Defendants complained of herein constitute breach of contract in violation of the common law of Michigan.

COUNT XI: CONVERSION

59. PQS repeats the above allegations as if fully set forth herein.

60. The acts of Defendants complained of herein constitute the tort of conversion in violation of the common law of Michigan and in violation of MCL 600.2919a

WHEREFORE, PQS prays that:

- a) Defendants, Defendants' agents, servants, employees, attorneys, and all those persons in active concert or participation with them, be permanently enjoined from using the PENNZOIL Marks, any counterfeit reproduction of the PENNZOIL Marks, copy or colorable imitation of the PENNZOIL Marks, or any other mark confusingly similar thereto or likely to dilute their distinctive quality of the PENNZOIL Marks or otherwise simulate PQS's trade identity;
- b) Defendants be ordered to deliver to PQS any and all signage and other advertising or promotional materials in the possession of Defendants or under their control bearing any of the PENNZOIL Marks.
- c) Defendants be ordered to file with this Court and to serve upon PQS, within 30 days after the entry and service on Defendants of an injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendants have complied with the injunction, including but not limited to the removal of all yellow signage and awnings from their facilities;

- d) Defendants be ordered to pay PQS for all monies owed under the Agreements;
 - e) PQS recover all damages it has sustained as a result of Defendants' activities and that said damages be trebled;
 - f) An accounting be directed to determine Defendants' profits resulting from Defendants' illegal activities, and that such profits be paid over to PQS and increased as the Court finds to be just under the circumstances of this case;
 - g) PQS recover statutory damages pursuant to Section 35 of the Lanham Act, 15 U.S.C. § 1117, which provides for awards up to \$1,000,000 per violation;
 - h) PQS recover treble damages pursuant to MCL 600.2919a;
 - i) PQS recover its reasonable attorney fees;
 - j) PQS recover its costs of this action and prejudgment and post-judgment interest;
- and
- k) PQS recover such other relief as the Court may deem appropriate.

Respectfully submitted,

DYKEMA GOSSETT PLLC

By: 

Daniel J. Stephenson (P34500)

Jill M. Wheaton (P49921)

David M. George (P68812)

Attorneys for Plaintiff

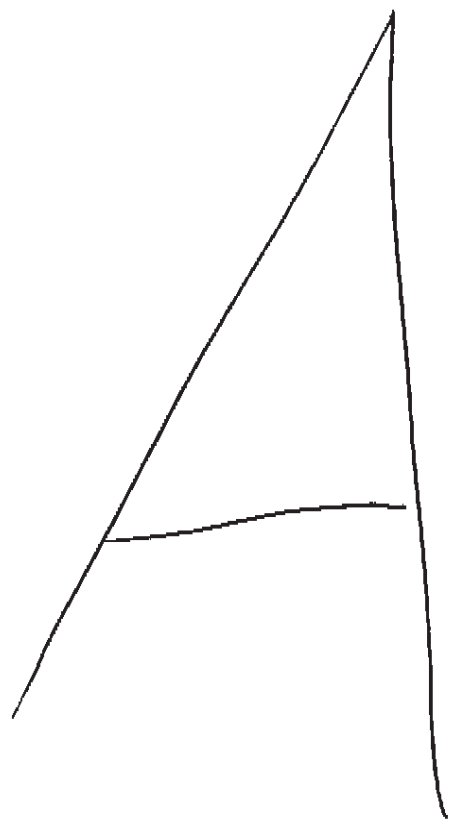
2723 South State Street, Suite 400

Ann Arbor, MI 48104

(734) 214-7660

dstephenson@dykema.com

February 15, 2008



Int. Cl.: 12

Prior U.S. Cls.: 19 and 31

United States Patent and Trademark Office

Reg. No. 1,505,755

Registered Sep. 27, 1988

**TRADEMARK
PRINCIPAL REGISTER**



**PENNZOIL PRODUCTS COMPANY (NEVADA
CORPORATION)
P.O. BOX 2967
HOUSTON, TX 77001**

**FOR: OIL FILTERS, AIR FILTERS AND
CRANKCASE BREATHERS FOR INTERNAL
COMBUSTION ENGINES FOR LAND VEHI-
CLES, IN CLASS 12 (U.S. CLS. 19 AND 31).**

**FIRST USE 4-0-1972; IN COMMERCE
4-0-1972.
OWNER OF U.S. REG. NOS. 719,148, 1,392,728
AND OTHERS.**

SER. NO. 682,774, FILED 9-8-1987.

**MICHELE L. MCSHANE, EXAMINING ATTOR-
NEY**

Int. Cl.: 37

Prior U.S. Cl.: 103

United States Patent and Trademark Office **Reg. No. 1,562,593**
Registered Oct. 24, 1989

**SERVICE MARK
PRINCIPAL REGISTER**

PENNZOIL 10 MINUTE OIL CHANGE

PENNZOIL PRODUCTS COMPANY (NEVADA
CORPORATION)
P.O. BOX 2967
PENNZOIL PLACE
HOUSTON, TX 77001

FOR: AUTOMOTIVE LUBE CENTER SERV-
ICES, IN CLASS 37 (U.S. CL. 103).
FIRST USE 6-22-1979; IN COMMERCE
6-22-1979.

OWNER OF U.S. REG. NOS. 719,150, 1,465,843
AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "OIL CHANGE", APART
FROM THE MARK AS SHOWN.
SEC. 2(F) AS TO "10 MINUTES".

SER. NO. 777,807, FILED 1-31-1989.

SUSAN LEE, EXAMINING ATTORNEY

Int. Cls.: 1, 3, 4, 25 and 37

**Prior U.S. Cls.: 1, 4, 5, 6, 10, 15, 22, 26, 39, 46,
50, 51, 52, 100, 103 and 106**

Reg. No. 2,175,045

Registered July 21, 1998

United States Patent and Trademark Office

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**



**PENNZOIL PRODUCTS COMPANY (NEVADA
CORPORATION)
700 MILAM
HOUSTON, TX 77002**

**FOR: CHEMICAL FUEL AND MOTOR OIL
ADDITIVES FOR INTERNAL COMBUSTION
ENGINES; CHEMICAL ADDITIVES FOR
ENGINE AND FUEL TREATMENT; AND
CHEMICAL PREPARATIONS FOR USE IN THE
MANUFACTURE OF MOTOR OIL AND FUEL
ADDITIVES, IN CLASS 1 (U.S. CLS. 1, 5, 6, 10,
26 AND 46).**

**FIRST USE 0-0-1933; IN COMMERCE
0-0-1933.**

**FOR: CARBURETOR CLEANERS; AUTO-
MATIC CHOKE CLEANER; INJECTOR
NOZZLE CLEANER; DEGREASERS AND
ENGINE CLEANERS FOR VEHICLES, IN
CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).**

**FIRST USE 0-0-1944; IN COMMERCE
0-0-1944.**

**FOR: MOTOR OIL; AUTOMOTIVE, INDUS-
TRIAL AND GENERAL PURPOSE GREASES
AND LUBRICANTS; AUTOMATIC TRANSMIS-**

**SION FLUIDS, IN CLASS 4 (U.S. CLS. 1, 6 AND
15).**

**FIRST USE 0-0-1933; IN COMMERCE
0-0-1933.**

**FOR: CLOTHING, NAMELY, T-SHIRTS,
SWEATSHIRTS, HATS, JACKETS, SWEATERS,
TANK SHIRTS, SPORT SHIRTS, NECKTIES
AND CHILDREN'S CLOTHING, NAMELY,
SLEEPWEAR, T-SHIRTS, JACKETS AND
SWEATSHIRTS, IN CLASS 25 (U.S. CLS. 22
AND 39).**

**FIRST USE 0-0-1961; IN COMMERCE
0-0-1961.**

**FOR: AUTOMOBILE SERVICE STATION
SERVICES, IN CLASS 37 (U.S. CLS. 100, 103
AND 106).**

**FIRST USE 0-0-1933; IN COMMERCE
0-0-1933.**

**OWNER OF U.S. REG. NOS. 849,168, 1,505,755,
AND 1,754,219.**

SER. NO. 75-321,680, FILED 7-9-1997.

**KAREN OWCZARSKI, EXAMINING ATTOR-
NEY**

Int. Cls.: 1, 3, 4, 25 and 37

Prior U.S. Cls.: 1, 4, 5, 6, 10, 15, 22, 26, 39, 46,
50, 51, 52, 100, 103 and 106

Reg. No. 2,175,082

United States Patent and Trademark Office

Registered July 21, 1998

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**



PENNZOIL PRODUCTS COMPANY (NEVADA CORPORATION)
PENNZOIL PLACE
700 MILAM
HOUSTON, TX 77002

FOR: CHEMICAL FUEL AND MOTOR OIL ADDITIVES FOR INTERNAL COMBUSTION ENGINES; CHEMICAL ADDITIVES FOR ENGINE AND FUEL TREATMENT; AND CHEMICAL PREPARATIONS FOR USE IN THE MANUFACTURE OF MOTOR OIL AND FUEL ADDITIVES, IN CLASS 1 (U.S. CLS. 1, 3, 6, 10, 26 AND 46).

FIRST USE 0-0-1933; IN COMMERCE 0-0-1933.

FOR: CARBURETOR CLEANERS; AUTOMATIC CHOKE CLEANER; INJECTOR NOZZLE CLEANER; DEGREASERS AND ENGINE CLEANERS FOR VEHICLES, IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).

FIRST USE 0-0-1944; IN COMMERCE 0-0-1944.

FOR: MOTOR OIL; AUTOMOTIVE, INDUSTRIAL AND GENERAL PURPOSE GREASES AND LUBRICANTS; AUTOMATIC TRANSMIS-

SION FLUIDS, IN CLASS 4 (U.S. CLS. 1, 6 AND 15).

FIRST USE 0-0-1933; IN COMMERCE 0-0-1933.

FOR: CLOTHING, NAMELY, T-SHIRTS, SWEATSHIRTS, HATS, JACKETS, SWEATERS, TANK SHIRTS, SPORT SHIRTS, NECKTIES AND CHILDREN'S CLOTHING, NAMELY, SLEEPWEAR, T-SHIRTS, JACKETS AND SWEATSHIRTS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 0-0-1961; IN COMMERCE 0-0-1961.

FOR: AUTOMOBILE SERVICE STATION SERVICES, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 0-0-1933; IN COMMERCE 0-0-1933.

OWNER OF U.S. REG. NOS. 849,168, 1,505,755, AND 1,754,219.

THE DRAWING IS LINED FOR THE COLORS RED AND YELLOW.

SER. NO. 75-325,710, FILED 7-9-1997.

KAREN OWCZARSKI, EXAMINING ATTORNEY

A large, stylized handwritten letter 'B' in black ink. The letter features a prominent loop at the top left and a smaller loop at the top right. A vertical stroke descends from the left side of the upper loop. The bottom of the letter is a long, slightly curved horizontal stroke.

**PENNZOIL-QUAKER STATE COMPANY LUBE CENTER SALES AGREEMENT
(FOR PENNZOIL® FEATURING LUBE CENTERS)**

1. **PARTIES, DATE AND PURPOSE.** The parties to this Agreement are Pennzoil-Quaker State Company ("PQS") and LUBE MARY ASSOCIATES, INC. ("BUYER") and it is dated as of 8-30, 1999. This Agreement relates to an automobile lubrication service center located at 28915 Telegraph Road, Flatrock, MI 48134 ("BUYER'S Center") and sets forth the terms upon which PQS is willing to license certain of its trademarks and loan certain signs to BUYER.

2. **TERM.** This Agreement will be in effect for a term expiring 8-30, 2006.

3. **LICENSE.** Subject to the provisions of this Agreement and BUYER's continuing faithful performance of its obligations under this Agreement, PQS grants to BUYER a non-exclusive license during the term of this Agreement to use and display PQS trademark Pennzoil® oval (the "Licensed Mark") in connection with the retail sale of products which are manufactured or distributed by PQS. This Agreement does not grant to BUYER any right to sublicense the Licensed Mark. BUYER will not do or omit to do anything by which the goodwill or the reputation associated with the Licensed Mark might be diminished or jeopardized, but to the contrary, will protect and promote the goodwill associated with the Licensed Mark. BUYER acknowledges that any goodwill associated with the Licensed Mark is solely owned by PQS. BUYER may display the Licensed Mark on letterheads, statements and similar papers, but in all such cases shall do so in a manner which discloses BUYER's identity and which does not imply BUYER's ownership of the Licensed Mark or PQS's ownership of BUYER's Center. BUYER shall prominently display an appropriate sign at BUYER's Center stating plainly that BUYER's Center is an independently owned and operated business.

4. **SIGNS.** PQS or one of PQS's contract distributors will loan to BUYER at least two signs bearing the Licensed Mark ("Loaned Signs") at no charge to BUYER. BUYER has no right to display the Loaned Signs (or similar signs) at any location other than BUYER's Center. All costs associated with installation of any Loaned Sign at BUYER's Center shall be borne solely by BUYER. To the greatest extent permissible under local regulations, one Loaned Sign shall be conspicuously installed on the exterior of BUYER's Center and another shall be conspicuously displayed in the interior of BUYER's Center. Both shall be displayed in such a manner as to make clear that Pennzoil® brand products are available at BUYER's Center. The Loaned Signs remain the sole property of PQS or PQS's contract distributor, and must be returned to PQS, according to PQS's instructions, within thirty days of the termination or expiration of this Agreement in the same condition as when originally delivered to BUYER's Center, reasonable wear and tear excepted.

5. **PRODUCTS PURCHASES.** (a) BUYER acknowledges that by virtue of its prominent display of the Licensed Mark, consumers will expect BUYER's Center to feature Pennzoil® brand products and, accordingly, BUYER agrees that during the term of this Agreement and in connection with the operation of BUYER's Center, at least 85% of each of the following products purchased by BUYER for resale during any one-month period will be Pennzoil® brand products (check the applicable products):

- motor oil
- automatic transmission fluid
- gear oils
- greases
- brake fluid
- other general lubricants
- filters (both oil and air)

(b) BUYER will not mix or blend any Pennzoil® brand product with any non-Pennzoil® brand product or other substance whatsoever, will not mix or blend two or more grades or viscosities of Pennzoil® brand products with one another, and will not represent that any product not manufactured or supplied by PQS is a Pennzoil® brand product. To assure quality in the handling of bulk products, BUYER agrees that it will not offer any bulk quantity of any Pennzoil® brand product for sale to any person BUYER knows or reasonably should know intends to resell such product.

(c) BUYER agrees that at reasonable times and during normal business hours, PQS's representatives may enter BUYER's Center and may themselves take samples of bulk products from any bulk storage container so that those samples may be tested to assure freedom from adulteration, misbranding and/or contamination.

(d) If BUYER's Center is located in an area of marketing responsibility of one of PQS's contract distributors, then BUYER will purchase its requirements of Pennzoil® brand products from one of PQS's contract distributors, and not from PQS directly.

(e) Neither PQS nor any of its contract distributors is required to deliver any product to BUYER on credit if, in the sole judgment of the seller or prospective seller, BUYER is not creditworthy or fails to provide assurances or collateral sufficient to demonstrate to the seller or prospective seller (in its sole judgment) that BUYER is in fact creditworthy and that indebtedness incurred by BUYER on credit is likely to be paid according to its terms. A seller's refusal to supply Pennzoil® brand products to BUYER on credit as a result of the seller's credit determination, and the imposition by the seller of a requirement that BUYER pay past-due indebtedness and pay cash in advance or cash on delivery for future product deliveries does not excuse BUYER from its obligation to purchase Pennzoil® brand products as set forth elsewhere in this Agreement.

6. **PAYMENT OBLIGATIONS.** No fees are payable to PQS under this Agreement other than any payments to PQS and/or its contract distributors for products ordered by BUYER and supplied in accordance with the terms of such orders. PQS may make one or more loans to BUYER (if BUYER wishes and PQS agrees), and BUYER will be required to repay such loan(s) according to the terms of such loan(s).

7. **QUALITY STANDARDS.** PQS and BUYER acknowledge that PQS has licensed and will license the Licensed Mark to operators of lube centers having some material differences in appearance and in methods of business. Nevertheless, the parties agree that BUYER's adherence to the minimal standards, policies and procedures set forth in this Agreement with respect to operation of BUYER's Center is an essential element of this Agreement. Buyer shall use all reasonable efforts to retain and promote the goodwill associated with PQS's name and the Licensed Mark in the opinions of all customers and potential customers of BUYER's Center. If BUYER displays the PQS trademark Pennzoil 10-Minute® Oil Change, BUYER will not sell or offer to sell any products or services other than those which are reasonably related to the provision of fast and efficient automotive lubrication, oil change, and fluid maintenance without the prior written consent of PQS. BUYER will permit PQS or its authorized agents and representatives to enter and inspect BUYER's Center at any time during the term of this Agreement to make such inspections as PQS considers necessary in order to ensure that Buyer is complying with the terms of this Agreement.

8. **PROMOTION.** BUYER shall diligently promote BUYER's Center and the Pennzoil® brand products offered for sale at BUYER's Center. At a minimum, BUYER will plan and conduct advertising programs to satisfy the standards of PQS Cooperative advertising programs in effect from time to time during the term of this Agreement and will use the funds available to it pursuant to such programs. PQS may (but is not required to) provide advertising and promotional materials and programs for BUYER's use. Neither PQS's approval of BUYER's advertising and promotional material nor its provision of such material to BUYER shall, directly or indirectly, require PQS to pay for such advertising or promotion.

9. **COMPLIANCE WITH LAWS.** BUYER shall promptly apply for, or diligently attempt to obtain, all necessary governmental permits, consents or licenses which may be necessary for BUYER to operate BUYER's Center, to display and install the Loaned Signs, and to comply with BUYER's obligations under this Agreement. Similarly, BUYER shall comply in all respects with all federal, state and local laws, ordinances and regulations affecting BUYER's Center, BUYER's employees, and the handling and disposition of wastes generated by or collected at BUYER's Center (including zoning, sign, environmental, fire, and safety regulations) at BUYER's own expense.

10. **INDEMNIFICATION.** BUYER agrees, during and after the term of this Agreement, to indemnify and hold PQS and all of its affiliates harmless from and against any and all claims, losses, damages, costs, attorney's fees and expenses incurred by PQS or any of its affiliates as a result of any violation of this Agreement by BUYER, or as a result of any claims, damages, suits or other assertions of rights on behalf of any persons (collectively, the "Claims") to the extent that such Claims arise out of BUYER's (or its officers', agents', subcontractors' or employees') negligence, breach of contract or other civil wrong in connection with the operation of BUYER's Center and to the extent such Claims do not arise from any actual defect in a product manufactured or supplied by PQS or any of its affiliates, from PQS's or its affiliate's willful misconduct or from PQS's or its affiliate's sole negligence.

11. **INSURANCE.** BUYER shall acquire and maintain during the term of this Agreement, at its own expense, a comprehensive insurance policy on commercially reasonable terms (including a provision that the policy will cover claims that accrue during its term, rather than only claims made during its term), with reputable insurers and in an amount no less than \$1 million per occurrence. Operator shall name PQS and any affiliate designated by PQS as co-insured on such insurance policies and shall require its insurers to give PQS written notice of cancellation of such policies promptly upon such cancellation. Upon demand by PQS, BUYER shall furnish PQS with duplicate policies or certificates evidencing the fact that the insurance as required by this Agreement is in force. BUYER shall pay premiums on such policies promptly and in accordance with the terms of each such policy. BUYER shall not cause or permit any breach of any insurance policy maintained pursuant to the terms of this Agreement or do or permit any act which renders such policy void or voidable or cause the premium on such premium on such policy to be increased.

12. **ASSIGNMENT.** If BUYER sells or otherwise transfers ownership of, or the right to operate BUYER's Center, BUYER will assign this Agreement to its transferee, and will cause its transferee to assume the BUYER's obligations under this Agreement.

13. **FORCE MAJEURE.** Acts of God, labor disturbances, or delays by common carriers will excuse PQS's obligation to deliver and the BUYER's obligation to buy products (but not the BUYER's obligation to pay for merchandise already delivered) pursuant to this Agreement until the condition which has prevented the delivery or purchase no longer exists. BUYER will also be excused from its obligation to purchase any given Pennzoil® brand during any period in which PQS is unable to supply that product in the quantity reasonably ordered by BUYER. During any such period, BUYER shall take reasonable steps to advise its customers that it is temporarily unable to supply the Pennzoil® brand product in question.

14. **TERMINATION.** This Agreement may be terminated --

(a) by mutual consent in writing; or

(b) by either party in the event that the other party breaches any provision of this Agreement, by giving written notice to the breaching party and allowing ten days from the date of such notice within which to cure the breach or adopt good faith measures to prevent the repetition of a default which cannot be cured prospectively; or

(c) by PQS in the event that any debt owed by the BUYER to PQS or its assignee is past due by giving written notice to the BUYER and allowing ten days from the date of such notice within which to pay the past-due debt in full.

15. NON-WAIVER. Neither party's failure to enforce any provision of this Agreement will constitute a waiver of its right to enforce such provision as some later time. A party's waiver of one breach or series of breaches of this Agreement will not constitute a waiver of subsequent breaches.

16. NOTICES. Any notices concerning this Agreement will be effective when it is sent if it is mailed by certified or registered mail, return receipt requested, and when received if it is delivered by any other means, to the address shown below for the party to which the notice is directed.

17. ENTIRE AGREEMENT. The words used in this Agreement have been chosen carefully to express the parties' mutual understanding. No agreement or representation, whether oral or written, made before the date of this Agreement may be considered to change this Agreement as it is written, and no subsequent agreement, representation, or course of conduct may be considered to amend this Agreement unless a proposed amendment is written and is signed by an officer of or attorney-in-fact for the party(ies) which would be bound by the proposed amendment.

18. NO CONFLICTING AGREEMENTS. BUYER hereby warrants that it is not committed to any other party for any of the obligations set forth in this Agreement and that the signing of this Agreement by BUYER will not violate any other agreement between BUYER and any other party. BUYER agrees to indemnify and save PQS harmless from and against any claim by any party concerning any conflict or interference with any agreement concerning the subject matter of this Agreement.

BUYER:

Lube Mart Associates, Inc.
Attn: Robert Heyl
28915 Telegraph Road
Flatrock, MI 48134

Pennzoil-Quaker State Company
P. O. Box 2967
Houston, Texas 77252-2967

By: [Signature]
Name: Robert Heyl
Title: VP
Date: 8-30-99

By: [Signature]
Name: W. David Nelson
Title: Manager - Installed Channel
Date: 9/1/99

Sign Location: Same
Release No.: 7968

PENNZOIL-QUAKER STATE COMPANY SIGN ADDENDUM
(For Pennzoil 10 Minute® Oil Change Sign)

This Pennzoil-Quaker State Company Sign Addendum (For Pennzoil 10 Minute Oil® Change Sign), shall, upon execution by Pennzoil-Quaker State Company (hereinafter referred to as "PQS") and Operator, be incorporated into and become a part of the foregoing Pennzoil-Quaker State Company Lube Center Sales Agreement ("Agreement"). The terms defined in the Agreement shall have the same meanings in this Addendum.

1. NATURE AND SCOPE OF ADDENDUM

1.01 The Sign. Operator wishes to identify Operator's Center with sign panels bearing "Pennzoil 10-Minute® Oil Change" trademark (the "Sign Panels") (a design specimen of which is shown in the accompanying Exhibit A) to be installed in a free-standing, wall-mounted, or monument-style sign installed or to be installed at Operator's Center. This Addendum sets forth the terms upon which PQS is willing to loan the Sign Panels to Operator.

2. THE SIGN

2.01 Loan of Sign Panels to Operator. Within thirty (30) days after the date of this Addendum or at a mutually agreeable time before the date on which Operator's Center first opens for retail business, whichever is later, PQS shall loan and cause to be delivered to Operator Sign Panels to be installed at Operator's Center. The number and dimensions of the Sign Panels are set forth on Exhibit B. PQS loans the Sign Panels to Operator at no charge.

2.02 Care of Sign Panels. Operator agrees that it will not remove, nor permit anyone else to remove, the said Sign Panels from Operator's Center without the written permission of PQS. Operator agrees to keep the Sign Panels in good repair, ordinary wear and tear excepted, at Operator's expense, to pay any and all taxes levied against the Sign Panels, and in the discontinuance of business of Operator, to notify PQS promptly. Operator agrees to indemnify and save PQS harmless against any claim arising out of Operator's use of the Sign Panels.

2.03 Sign Panels Property of PQS. Operator acknowledges and agrees that the Sign Panels shall at all times remain the sole property of PQS. In the event Operator discontinues featuring PQS brand motor oil and lubricants at Operator's Center, Operator agrees and grants to PQS the right to enter upon Operator's property and to remove the Sign Panels at any time. Operator agrees to reimburse PQS, upon demand by PQS, for all costs incurred by PQS in connection with the removal of the Sign Panels from Operator's Center and transportation of the Sign Panels to the nearest PQS branch sales office.

2.04 Limitation on Display of Sign Panels. Operator will not display the Sign Panels (or similar sign panels) at any lube center at any location other than Operator's Center.

2.05 Availability of Sign Components. PQS has made arrangements with a fabricator of "Sign Components" (e.g., poles, frames, electric lights, readerboards, sign letters, sign lettering, etc., but not Sign Panels), pursuant to which the fabricator will make available to PQS free-standing, wall-mounted, or monument-style signs in which the Sign Panels may be installed. Operator is not required to buy Sign Components fabricated by the fabricator selected by PQS, but if Operator does choose to purchase such Sign Components, PQS will purchase such Sign Components, and will resell those Sign Components to Operator at PQS's cost (except that Operator must pay any sales tax and delivery charges attributable to the transaction). PQS will not, and does not, offer any warranty in connection with such Sign Components. If Operator chooses to purchase Sign Components from a fabricator other than the one with which PQS has made arrangements, Operator must obtain PQS's written approval of the fabricator and specifications for such Sign Components before such purchase is made; PQS's consent shall not be unreasonably withheld.

2.06 Installation and Maintenance of Signs and Sign Panels. All costs associated with installation of any sign and the Sign Panels at Operator's Center shall be borne solely by Operator. Operator will cause the Sign Panels and the signs in which they are installed to be maintained in a clean and first-class condition, and will not allow any other signs or displays to be hung from the Sign Panels or the signs in which they are installed without PQS's express written consent.

PQS and Operator have each executed this Addendum as of the dates shown below:

OPERATOR: Lube Mart Associates, Inc.

PENNZOIL-QUAKER STATE COMPANY

By: Robert Heyl

By: W. David Nelson

Printed Name: Robert Heyl

Printed Name: W. David Nelson

Title: UP

Title: Manager, Installed Channel Management Department

Date: 8-30-99

Date: 1/1/99

Address: 28015 Telegraph Road
Flatrock, MI 48134

Unit Address: Same

EXHIBIT B
TO PENNZOIL 10-MINUTE® OIL CHANGE SIGN
ADDENDUM

5' x 4' Wall Mount Sign

EXHIBIT C

TO PENNZOIL 10-MINUTE® OIL CHANGE SIGN
ADDENDUM

28915 Telegraph Road
Flatrock, MI 48134

C

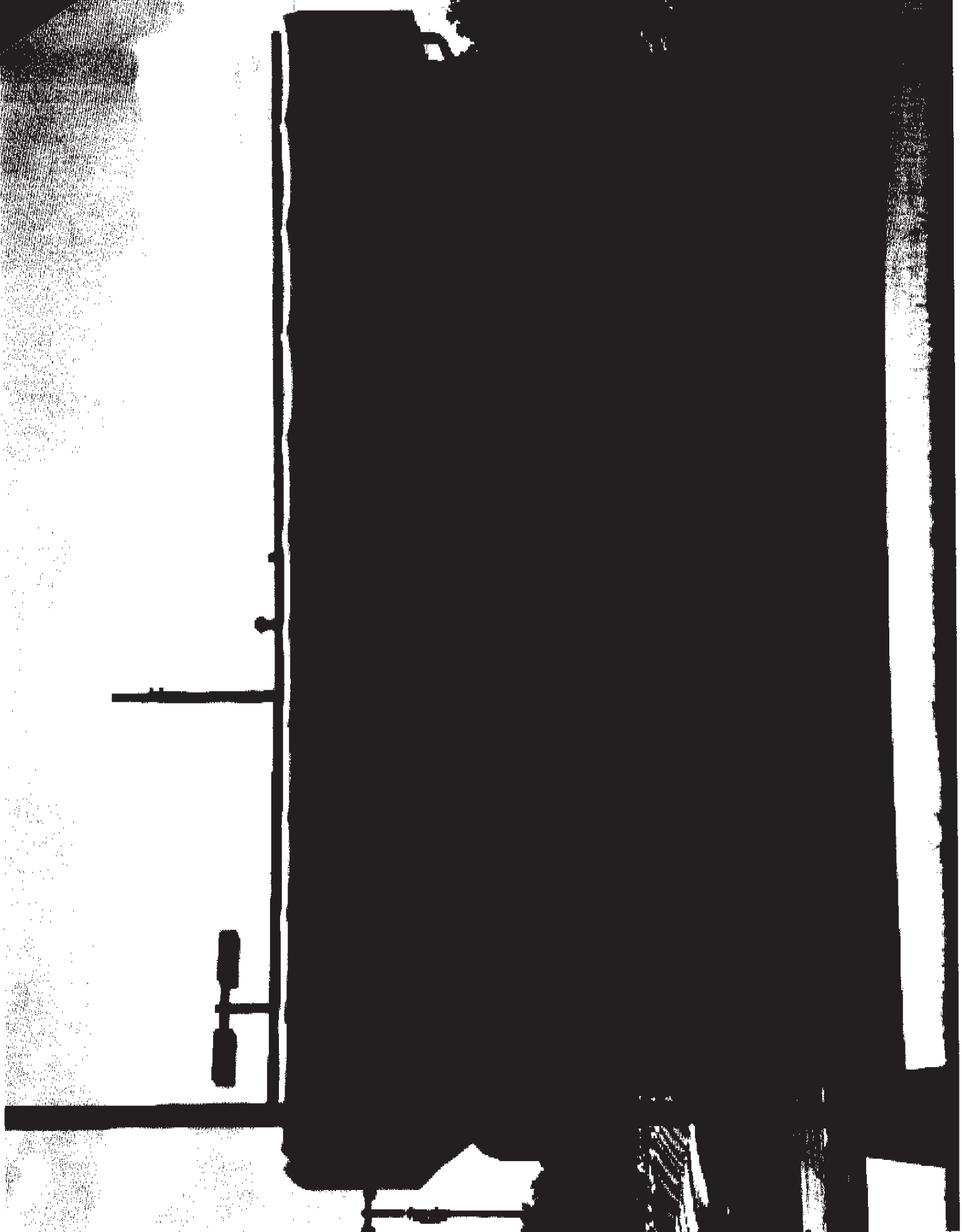


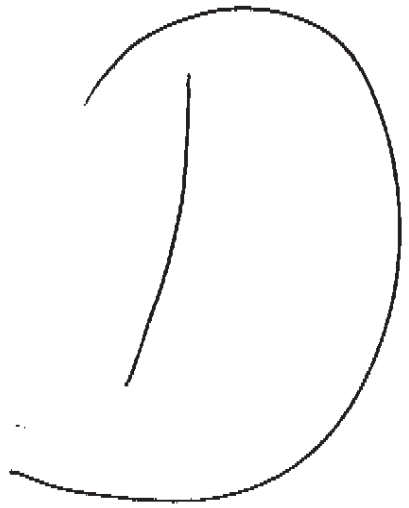
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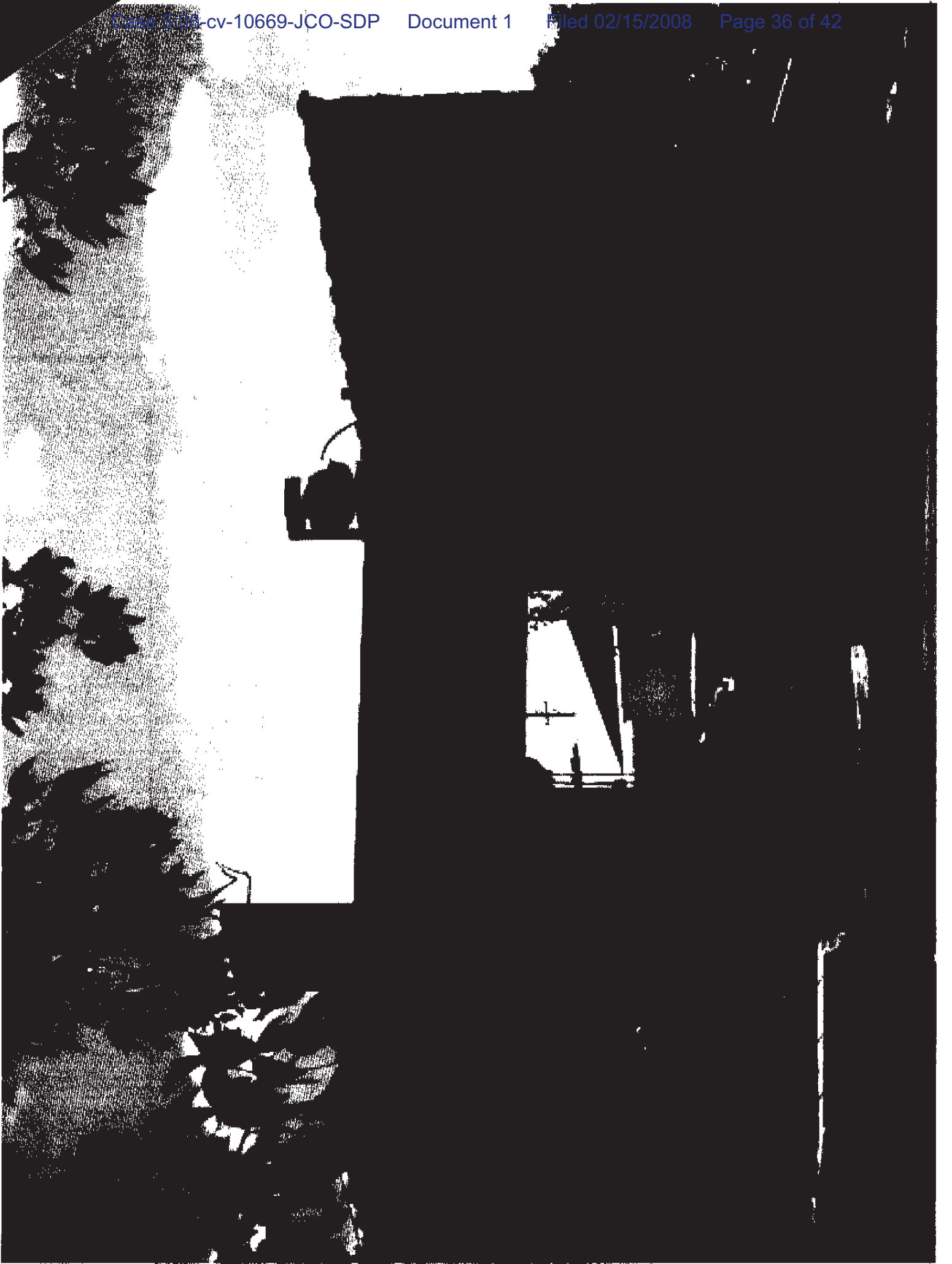
C-2

C-3





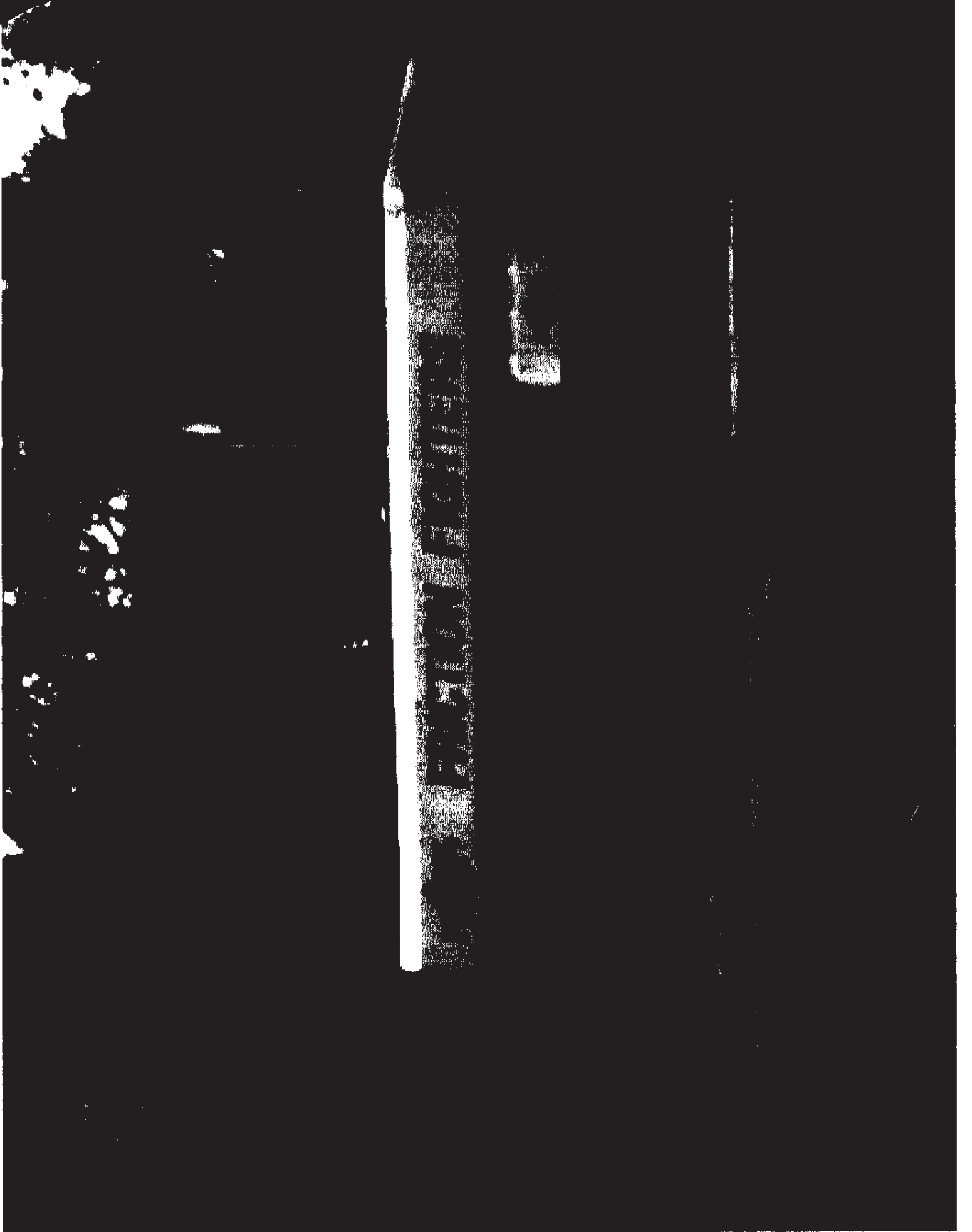
D-1



D-2



D-3



JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Pennzoil-Quaker State Company

(b) County of Residence of First Listed Plaintiff Harris County, Texas
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Dykema Gossett, PLLC, 2723 South State St., Ste 400, Ann Arbor, MI 48104, 734-214-7660

DEFENDANTS

Lubemart Associates, Inc., Robert Heyl, and Joann Gross-Heyl

County of Residence of First Listed Defendant Wayne County, Michigan
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN

(Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1051 et seq.

Brief description of cause:
trademark infringement, counterfeiting, dilution, unfair competition, false advertising, unfair business practices, unjust enrichment, breach of contract, and conversion

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND & Permanent injunction and other relief

CHECK YES only if demanded in complaint
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 2-15-08

SIGNATURE OF ATTORNEY OF RECORD

Daryl George

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

Yes
 No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

Yes
 No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes : _____
