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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

|                        |  |
|------------------------|--|
| Proceeding             | 92058515   |
| Party                  | Plaintiff<br>Integrated Voting Solutions, Inc.   |
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| Submission             | Motion to Suspend for Civil Action   |
| Filer's Name           | Andrew B. Chen   |
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| Signature              | /Andrew B. Chen/   |
| Date                   | 01/24/2014   |
| Attachments            | IVS TTAB Motion to Suspend Proceedings (Final).pdf(14064 bytes )<br>IVS v ESS et al Complaint.pdf(3011599 bytes )                          |

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

|                                    |   |                                  |
|------------------------------------|---|----------------------------------|
| _____                              | ) | <b>Cancellation No. 92058515</b> |
| Integrated Voting Solutions, Inc., | ) |                                  |
|                                    | ) |                                  |
| Petitioner,                        | ) |                                  |
|                                    | ) |                                  |
| vs.                                | ) | Re: U.S. TM Reg. Nos. 4,154,535  |
|                                    | ) | and 3,955,717                    |
|                                    | ) | Mark: INTEGRA-VOTE               |
| Advanced Ballot Solutions, LLC,    | ) |                                  |
|                                    | ) |                                  |
| Respondent.                        | ) |                                  |
| _____                              | ) |                                  |

MOTION TO SUSPEND PROCEEDINGS IN VIEW OF PENDING CIVIL ACTION

PURSUANT TO 37 C.F.R. §2.117

Petitioner Integrated Voting Solutions, Inc. (“Petitioner”), by their attorneys, hereby moves for suspension of these proceedings pursuant to 37 CFR § 2.117(a).

On January 9, 2014, Petitioner filed a complaint in United States District Court for the Eastern District of California against Advanced Ballot Solutions, LLC (“Respondent”) for trademark infringement and trademark cancellation based on fraud among other claims. In support of this motion, Petitioner submits therewith a copy of the Complaint.

In its Complaint, Petitioner has requested, among other things, that the U.S. District Court for the Eastern District of California declare that the actions of Respondent constitute infringement of the Petitioner’s trademark and further requests the court to find that Respondent willfully misrepresented to the U.S. Patent and Trademark Office

(“USPTO”) that no other party had superior rights to the its marks and cancel Respondent’s trademarks.

Similarly, in its Petition for Cancellation, Petitioner claims that Respondent has perpetrated fraud on the USPTO. Additionally, Petitioner alleges that it has priority to its INTEGRAVOTE mark and Respondent’s INTEGRA-VOTE mark would create a likelihood of confusion.

The pending civil action accordingly involves issues which are involved in the Cancellation proceeding, namely priority, dilution, and fraud on the USPTO. The determination of these issues by the District Court will likely be dispositive of the issues involved in this proceeding.

Petitioner respectfully requests suspension of these proceedings pending determination of the civil action pursuant to 37 C.F.R. §2.117(a).

Respectfully submitted,

Dated: January 24, 2014

\_\_\_\_\_/Andrew B. Chen/\_\_\_\_\_  
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Attorney for Respondents  
Integrated Voting Solutions, Inc.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the foregoing PETITION FOR CANCELLATION filed before the TTAB has been served on Respondent Advanced Ballot Solutions, LLC, by mailing said copy on January 24, 2014, via First Class Mail, postage prepaid to:

Advanced Ballot Solutions, LLC  
11208 John Galt Blvd.  
Omaha, NE 68137

Dated: January 24, 2014

By: /Andrew B. Chen/  
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15 Attorneys for Plaintiff  
16 INTEGRATED VOTING SOLUTIONS, INC.

17  
18 **UNITED STATES DISTRICT COURT**  
19 **EASTERN DISTRICT OF CALIFORNIA**  
20

21 INTEGRATED VOTING  
22 SOLUTIONS, INC., a California  
23 corporation,

24 Plaintiff,

25 vs.

26 ELECTION SYSTEMS &  
27 SOFTWARE, LLC, a Delaware  
28 corporation; and ADVANCED  
BALLOT SOLUTIONS, LLC, a  
Delaware corporation,

Defendants.

CASE NO.

COMPLAINT FOR TRADEMARK  
INFRINGEMENT AND RELATED CLAIMS

[JURY TRIAL DEMANDED]

1 Plaintiff Integrated Voting Solutions (“Plaintiff” or “IVS”) hereby alleges  
2 against Defendant Election Systems & Software, LLC (“ES&S”) and Defendant  
3 Advanced Ballot Solutions LLC (“ABS”) (collectively, “Defendants”) as follows:

4 **INTRODUCTION**

5 1. This lawsuit arises out of Defendants’ continuous efforts to stifle  
6 competition and maintain their market share through a litany of unfair business  
7 activities including, but not limited to, misappropriation of Plaintiff’s trademark,  
8 and cybersquatting.

9 **JURISDICTION AND VENUE**

10 2. This is an action for violation of trademark, cyberpiracy prevention,  
11 and unfair competition laws of the United States, under 15 U.S.C. §1125(a) and (d);  
12 federal antitrust claims pursuant to Section 4 of the Clayton Act (15 U.S.C. § 4) to  
13 recover treble damages sustained by Plaintiff pursuant to Defendants’ violations of  
14 Section 1 and 2 of the Sherman Antitrust Act; for violation of California’s unfair  
15 competition laws, under California Business & Professions Code §§ 17200 *et. seq.*,  
16 as well as common law; and for declaratory relief under 28 U.S.C. §2201.

17 3. This Court has subject matter jurisdiction over this action pursuant to  
18 15 U.S.C. 1121, and 28 U.S.C. §§ 1331 and 1338. The court has pendent and  
19 supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. §§ 1338  
20 (b) and 1367.

21 4. Venue is proper, pursuant to 28 U.S.C. § 1391(b) and (c), because a  
22 part of the events and omissions giving rise to the claims occurred in this judicial  
23 district where IVS is based and because Defendants sells products throughout this  
24 District.

25 **PARTIES**

26 5. IVS is a corporation organized and existing under the laws of the  
27 State of California. Its principal place of business is 1931 G Street, Fresno,  
28 California 93706.



1 insert printing. Since its inception, IVS has grown to become a nationwide  
2 presence in providing such products and services to election jurisdictions across the  
3 United States.

4 11. Plaintiff operates under and by way of the trademark  
5 INTEGRAVOTE as its domain name, integravote.com, continuously since October  
6 2004, to identify its website on the Internet.

7 12. Since at least 2005, IVS has used the trademark INTEGRAVOTE to  
8 identify a line of absentee ballot inkjetting and mailing products and services  
9 offered by Plaintiff. The INTEGRAVOTE mark was used to advertise these  
10 products throughout the United States.

11 13. Sometime in or around May to December 2005, Plaintiff and  
12 Defendant ES&S executed a non-disclosure agreement (NDA) prior to Plaintiff's  
13 presentation at Defendant ES&S's office in Omaha, Nebraska. Plaintiff's  
14 presentation was directed to Plaintiff's products and services, including Plaintiff's  
15 INTEGRAVOTE products.

16 14. Furthermore, Plaintiff sent emails to Defendant ES&S providing  
17 information regarding Plaintiff's INTEGRAVOTE ballot order and work order  
18 instruction sheets in September 2006.

19 15. Plaintiff has invested substantial sums of money and countless hours  
20 of labor, promoting, marketing, and advertising its services in connection with its  
21 INTEGRAVOTE mark. Since the time of the adoption of the INTEGRAVOTE  
22 mark, Plaintiff's commercial use of its mark has been exclusive and continuous.  
23 Through such exclusive and continuous use, sales of its innovative products and  
24 services, careful planning and protection of its image and reputation, Plaintiff's  
25 INTEGRAVOTE mark has become recognized by relevant consumers as  
26 exclusively identifying and designating Plaintiff's products and services.

27 **DEFENDANTS' UNLAWFUL CONDUCT**

1           16. Defendant ES&S, a competitor of Plaintiff IVS, provides election  
2 industry services throughout the United States. Similarly, Defendant ABS provides  
3 on demand ballot printing and mail ballot service in the election industry.

4           17. Despite Plaintiff's use of the domain name "integravote.com" for  
5 almost four and half years and actual knowledge of Plaintiff's INTEGRAVOTE  
6 products, Defendants registered for domain name integravote.net on February 5,  
7 2010. The integravote.net domain redirects visitors to its website  
8 www.advancedballotsystems.com. Visitors are not notified that they are being  
9 redirected to Defendant ABS's website.

10           18. In contrast, when visitors enter the website of Premier Election  
11 Solutions ("PES"), a company acquired by Defendant ES&S, the visitor is notified  
12 that they will be redirected to Defendant ES&S's website.

13           19. Defendant ABS sought registration for the mark "INTEGRA-VOTE"  
14 on February 19, 2010 with a first use in commerce of July 2010, almost five years  
15 after IVS's first use in commerce of its INTEGRAVOTE mark.

16           20. On information and belief, Defendant ABS knew of IVS's senior  
17 rights to the INTEGRAVOTE mark, yet Defendant ABS still sought registration for  
18 a confusingly similar mark, INTEGRA-VOTE. Defendant ABS failed to disclose  
19 IVS's senior rights to INTEGRAVOTE to the U.S. Patent and Trademark Office  
20 during the prosecution of their mark INTEGRA-VOTE.

21                           **DEFENDANTS' ANTICOMPETITIVE CONDUCT**

22           21. Defendant ES&S, a competitor of Plaintiff IVS, provides election  
23 industry services throughout the United States. Upon information and belief, ES&S  
24 controls at least 50% of the election product and services industry.

25           22. In September 2009, Defendant ES&S acquired Premier Election  
26 Solutions ("PES"). This acquisition combined the largest and second largest  
27 providers of voting equipment systems.

1           23.     After Defendant ES&S acquired PES, the Department of Justice's  
2 Antitrust division and nine state attorney generals from Arizona, Colorado, Florida,  
3 Maine, Maryland, Massachusetts, New Mexico, Tennessee and Washington filed a  
4 civil antitrust lawsuit on March 8, 2010 alleging that Defendant ES&S's acquisition  
5 of PES harmed competition. A final judgment was entered in which Defendant  
6 ES&S was required to divest itself of PES's voting equipment systems. *See U.S. et*  
7 *al. v. Election Systems and Software, Inc.*, 722 F. Supp. 2d 117 (D.D.C. 2010).

8           24.     Upon information and belief, in or around 2010, Defendant ES&S  
9 purchased Defendant ABS. Defendant ABS provides on demand ballot printing  
10 and mail ballot service in the election industry. Defendant ABS is a competitor of  
11 Plaintiff IVS.

12           25.     Upon information and belief, Defendant ES&S still maintains a  
13 dominant market position in the election industry. Prior to Defendant ES&S's  
14 acquisition of PES, Defendant ES&S was the largest provider of voting systems in  
15 the United States. Upon information and belief, Defendant ES&S still remains the  
16 largest provider of voting systems.

17           26.     Upon information and belief, Defendant ES&S also has a dominant  
18 market position with respect to ballot printing and vote-by-mail products. Further,  
19 Defendant ES&S's market dominance is reflected in the number of ballots it  
20 printed—50 million—for the November 2012 Presidential election whereas  
21 Plaintiff's printed only 7 million ballots.

22           27.     Defendant ES&S offers a comprehensive voting equipment system  
23 providing different types of equipment to allow for paper-based voting, absentee  
24 ballots and processing, and voting systems for accommodating disabled voters.  
25 ES&S's suite of voting products are operably coupled together by a proprietary  
26 software system that is used to unify these different products and service together  
27 into a cohesive system, thereby effectively foreclosing legitimate competition from  
28 other third parties in the relevant market.



1 system is first purchased as well as long-term maintenance and support. Initial  
2 services include the installation and implementation of the voting system  
3 equipment. Long-term services include maintenance agreements for the hardware,  
4 firmware, and software as well as services such as ballot layout and printing.

5 31. The relevant geographic market is the entire United States in which  
6 Defendants do business.

7 32. Upon information and belief, Defendant ES&S maintains a dominant  
8 market position with respect to voting equipment systems. Further, upon  
9 information and belief, the main competitors are Dominion, Hart, and Unison, who  
10 have less than 30% of the market.

11 **FIRST CLAIM FOR RELIEF**

12 (Trademark Infringement; 15 U.S.C. § 1125(a))

13 33. Plaintiff re-alleges and incorporates herein by reference all preceding  
14 paragraphs as though fully set forth herein.

15 34. Plaintiff has common law rights in the INTEGRAVOTE trademark  
16 based on its continuous use of the INTEGRAVOTE mark in California and  
17 throughout the United States in connection with the products and services provided  
18 by Plaintiff as well as Plaintiff's website domain name.

19 35. Defendants' unauthorized use of Plaintiff's INTEGRAVOTE mark to  
20 promote, advertise, market, and/or sell their goods and services is likely to cause  
21 confusion, mistake, and deception of the public as to the identity and origin of  
22 Defendants' goods, or as to a connection or affiliation with Plaintiff, or permission  
23 from Plaintiff, that does not exist, causing irreparable harm to Plaintiff for which  
24 there is no adequate remedy at law. Defendants have made unauthorized use of  
25 marks that confusingly similar to Plaintiff's INTEGRAVOTE mark that are false  
26 and misleading, all in interstate commerce. Defendants' acts described herein are  
27 likely to cause confusion, deception, and mistake amongst relevant consumers and  
28 the trade.

1 36. Defendants' acts have caused, and will continue to cause, damage for  
2 which relief and recovery are required under Lanham Act Section 35 *et seq.*  
3 Defendants' acts have caused and threaten to cause irreparable harm to Plaintiff, for  
4 which Plaintiff has no adequate remedy at law. For those reasons, Plaintiff is  
5 entitled to preliminary and injunctive relief to prevent further violations of Section  
6 43(a).

7 37. On information and belief, Defendants undertook the acts stated  
8 herein, with the knowledge and intent that they would cause confusion, deception,  
9 and mistake, or in knowing or reckless disregard of Plaintiff's prior rights and the  
10 confusion that Defendants' acts would likely cause.

11 **SECOND CLAIM FOR RELIEF**

12 (Federal Cyberpiracy; 15 U.S.C. 1125(d))

13 38. Plaintiff repeats and realleges each of the allegations of the  
14 paragraphs above as if fully set forth herein.

15 39. Defendants have registered, trafficked in, or use the domain name  
16 www.integravote.net is now, and at all times pertinent hereto was, done with the  
17 bad faith intent to register, traffic in, and use for profit a domain name identical to  
18 the Plaintiffs' trademark and domain name www.integravote.com.

19 40. On information and belief, Defendants conduct as stated herein has  
20 been in bad faith within the meaning of Section 43(d) of the Lanham Act, 15 U.S.C.  
21 § 1126(d).

22 41. On information and belief, Defendants are the registrant of the domain  
23 name that reproduces the confusingly similar, infringing mark, and which is alleged  
24 herein to violate the cyberpiracy provisions of the Lanham Act.

25 **THIRD CLAIM FOR RELIEF**

26 (Trademark Cancellation Due to Fraud)

27 42. Plaintiff repeats and realleges each of the allegations of the  
28 paragraphs above as if fully set forth herein.

1           43.     Upon information and belief, at the time Defendants filed its  
2 application for registration of the INTEGRA-VOTE mark, Defendants possessed  
3 the knowledge that Plaintiff IVS had used the term INTEGRAVOTE as its  
4 trademark and domain name before Defendants adoption and use of its mark  
5 INTEGRA-VOTE. Indeed, in or around May 2005, Defendant ES&S executed a  
6 non-disclosure agreement prior to a meeting with Plaintiff regarding Plaintiff's  
7 products and services, including INTEGRAVOTE products. Further, Plaintiff sent  
8 emails to Defendant ES&S providing information regarding Plaintiff's  
9 INTEGRAVOTE ballot order and work order instruction sheets in September 2006.

10           44.     On February 19, 2010, Defendant ABS filed a trademark application  
11 with the USPTO for registration of the term INTEGRA-VOTE in connection with  
12 computer hardware and software for ballot printing, processing, tracking and  
13 verification, U.S. Trademark Application Serial No. 77/940,322 ("the '322  
14 application"). In connection with the '322 application, Defendant ABS submitted  
15 its oath, pursuant to 18 U.S.C. § 1001, that to the best of its knowledge and belief  
16 no other person, firm, corporation, or association has the right to use the mark in  
17 commerce, either in the identical form thereof or in such near resemblance thereto  
18 as to be likely, when used on or in connection with the goods/services of such other  
19 person, to cause confusion, or to cause mistake, or to deceive.

20           45.     Defendant ABS's oath accompanying the '322 application was signed  
21 by William O. Ferron, Jr., Defendant ABS's attorney who had the authority to bind  
22 Defendant ABS as set forth in 37 C.F.R. §2.193(e)(1).

23           46.     Despite the knowledge that Plaintiff IVS possessed superior rights to  
24 the INTEGRAVOTE mark, or some substantially similar variation thereof, and  
25 despite its belief that the use of the INTEGRAVOTE mark would likely cause  
26 confusion, Defendant ABS willfully failed to correct the misrepresentation made in  
27 its oath accompanying the '322 application. Defendant ABS had a duty to disclose  
28

1 this information to the U.S. Patent and Trademark Office (“USPTO”), even after  
2 the ‘322 application was filed, but failed to do so.

3 47. Defendant ABS’s willful failure to correct its misrepresentation in  
4 connection with the ‘322 application constitutes fraud because Defendant ABS  
5 intended and knew that the USPTO would rely upon such misrepresentation in  
6 conferring a substantial benefit upon Defendant ABS, namely, the issuance of a  
7 federal trademark registration, to which Defendant ABS knew it was not entitled.

8 48. In reliance on Defendant ABS’s oath in connection with the ‘322  
9 application, the USPTO issued Defendant ABS Registration No. 3,955,717 (“the  
10 ‘717 registration”) on May 3, 2011.

11 49. As a result of Defendant ABS’s fraud in procuring the ‘717  
12 registration, Plaintiff has incurred substantial costs defending themselves against  
13 Defendants allegations of trademark infringement related to the INTEGRA-VOTE  
14 mark.

15 50. Based on Defendant ABS’s fraud on the USPTO, the ‘717 registration  
16 is invalid.

17 51. Because the ‘717 registration was obtained by fraud, Plaintiff is  
18 entitled to recover its attorneys’ fees and costs of suit pursuant to 15 U.S.C. §§  
19 1117 and 1120.

20 **FOURTH CLAIM FOR RELIEF**

21 (Illegal Tying in Violation of the Sherman Antitrust Act Section 1; 15 U.S.C. § 1)

22 52. Plaintiff repeats and realleges each of the allegations of the  
23 paragraphs above as if fully set forth herein.

24 53. The antitrust laws of the United States forbid and declare illegal all  
25 “contracts, combinations in restraint in trade ...or conspiracy.” 15 U.S.C. § 1.

26 54. Defendants tie their voting systems with other products and services  
27 under the guise of a “Managed Service Agreement.” Upon information and belief,  
28 the “Managed Service Agreement” itemizes the costs for various products and

1 services, but if the customer cancels any of the products or services, the customer  
2 still pays the same total amount under the Agreement.

3 55. Defendants have market power for the tying product sufficient to  
4 enforce the tie; their arrangement forecloses voluntary choice by consumers; and an  
5 appreciable amount of commerce is being restrained.

6 56. Plaintiffs have been injured as a direct consequence of Defendants'  
7 anti-competitive tying arrangement.

8 57. As a direct and proximate cause of the conduct alleged above,  
9 Plaintiff has suffered and will continue to suffer financial injury in their business  
10 and will be deprived of revenue and profits it would otherwise be making.

11 **FIFTH CLAIM FOR RELIEF**

12 (Attempted Monopolization in Violation of the Sherman Antitrust Act Section 2; 15  
13 U.S.C. § 2)

14 58. Plaintiff repeats and realleges each of the allegations of the  
15 paragraphs above as if fully set forth herein.

16 59. Section 2 of the Sherman Act forbids monopolization, attempts to  
17 monopolize, and conspiracies to monopolize.

18 60. Defendants have taken numerous exclusionary steps with the specific  
19 intent to monopolize the market for ballot printing. Defendants have registered for  
20 a domain name, integravote.net, that is confusingly similar to Plaintiff's domain  
21 name, integravote.com. A visitor to integravote.net is redirected to Defendant  
22 ABS's website without any notice. Upon information and belief, Defendants  
23 selected their confusingly similar domain name with the specific intent to divert  
24 business away from Plaintiffs, and are doing so for anticompetitive purposes.

25 61. Upon information and belief, Defendants have also procured a  
26 trademark by fraud for anticompetitive purposes. That is, Defendants' registered  
27 mark, Integra-Vote, that would be confusingly similar to Plaintiff's senior mark,  
28

1 Integravote, with the specific intent to cause consumer confusion and divert  
2 business away from Plaintiffs.

3 62. Defendant ES&S filed a lawsuit against former employees of  
4 Spectrum Limited, which was a wholly owned subsidiary of PES, for violating their  
5 non-solicitation clauses set forth in their employment agreement with PES. Upon  
6 information and belief, Defendant ES&S filed the lawsuit against its former  
7 employees and Plaintiff with the specific intent to interfere with the business of a  
8 competitor and to eliminate competition in the ballot printing space.

9 63. Upon information and belief, in retaliation for hiring former  
10 employees of Spectrum Limited, Defendant ES&S posted a new header titled,  
11 Integrated Voting Solutions, on each webpage for each of its product lines in or  
12 around February 2013. Despite Defendant's actual knowledge that "Integrated  
13 Voting Solutions" was the name of the Plaintiff's business, Defendant posted  
14 Plaintiff's company name at the top of its own product webpages. Upon  
15 information and belief, Defendant ES&S had the specific intent to cause consumer  
16 confusion and divert business away from Plaintiffs.

17 64. Defendants have used and are using their market leadership to  
18 preserve their present competitive advantage, eliminate competition and destroy a  
19 competitor's business. Defendants' exclusionary actions and efforts to maintain the  
20 prices of their products and services at supra-competitive levels are not justified by  
21 any reason other than their own self-interest and disregard for consumer welfare  
22 and competition.

23 65. Plaintiffs have been injured as a direct consequence of Defendants'  
24 anti-competitive tying arrangement.

25 66. As a direct and proximate cause of the conduct alleged above,  
26 Plaintiff has suffered and will continue to suffer financial injury in their business  
27 and will be deprived of revenue and profits it would otherwise be making.

28 **SIXTH CLAIM FOR RELIEF**

1 (Unfair Competition; Cal. Bus. & Prof. Code § 17200)

2 67. Plaintiff repeats and realleges each of the allegations of the  
3 paragraphs above as if fully set forth herein.

4 68. Defendants' registration and use of the www.integravote.net domain  
5 name was done with the bad faith intent to register, traffic in, and use for profit a  
6 domain name identical to the Plaintiffs' trademark and domain name  
7 www.integravote.com.

8 69. Defendants' conduct constitutes an unlawful, unfair and fraudulent  
9 business practice and unfair competition, under California Business & Professions  
10 Code §§ 17200 *et seq.* and the common law.

11 70. As a result of Defendants unfair practices, Defendants have unfairly  
12 acquired or retained money, in an amount to be proven at trial. Plaintiff has  
13 suffered injury in fact and has lost money or property as a result of the unfair  
14 competition.

15 71. Plaintiff is entitled to an order that Defendants disgorge all such  
16 unfairly acquired money.

17 72. Defendants' unfair practices have caused, and will continue to cause,  
18 irreparable harm to Plaintiff, harm for which Plaintiff has no adequate remedy at  
19 law. Plaintiff is entitled to preliminary and permanent injunctive relief to prevent  
20 further acts of unfair competition.

21 **SEVENTH CLAIM FOR RELIEF**

22 (Common Law Unfair Competition)

23 73. Plaintiff repeats and realleges each of the allegations of the  
24 paragraphs above as if fully set forth herein.

25 74. Defendants' registration and use of the www.integravote.net domain  
26 name was done with the bad faith intent to register, traffic in, and use for profit a  
27 domain name identical to the Plaintiffs' trademark and domain name  
28 www.integravote.com.



1 URL address box are being redirected to Defendants' website, without being  
2 notified that they are being redirected away from Plaintiff and toward Defendants.

3 **TENTH CLAIM FOR RELIEF**

4 (Intentional Interference with Prospective Economic Advantage)

5 82. Plaintiff repeats and realleges each of the allegations of the  
6 paragraphs above as if fully set forth herein.

7 83. Defendants' deliberate use of Plaintiff's trademark and cybersquatting  
8 through the use of a confusingly similar URL constitutes acts designed to disrupt  
9 the relationships between Plaintiff and its customers and prospective customers.

10 84. The acts of the Defendants were done with knowledge that the  
11 interference with Plaintiff's prospective economic advantage is certain or  
12 substantially certain to occur as a result of Defendant's actions.

13 85. The actions taken by the Defendants caused actual disruption of  
14 Plaintiff's business relationships, and as a result, the Defendants are responsible for  
15 Plaintiff suffering business losses and damage to its goodwill in an amount that is  
16 presently unknown, but which will be proven at trial.

17 86. The acts of the Defendants were done intentionally and with the  
18 specific intent to inflict financial injury upon Plaintiff, were in total disregard of  
19 Plaintiff's rights and property, and constituted despicable conduct. As a result,  
20 Plaintiff is entitled to recover exemplary and/or punitive damages in a sum to be  
21 determined at trial in an amount deemed appropriate to punish Defendants and deter  
22 such conduct in the future.

23 **ELEVENTH CLAIM FOR RELIEF**

24 (Negligent Interference with Prospective Economic Advantage)

25 87. Plaintiff repeats and realleges each of the allegations of the  
26 paragraphs above as if fully set forth herein.

1 88. Defendants' deliberate use of Plaintiff's trademark and  
2 cybersquatting, constitutes acts designed to disrupt the relationships between  
3 Plaintiff and its customers and potential future customers.

4 89. Defendants knew or should have known that Plaintiff's relationship  
5 with its existing customers and prospective customers would be disrupted if  
6 Defendants did not act with reasonable care.

7 90. Defendants failed to act with reasonable care as they knew or should  
8 have known of Plaintiff's mark and website yet acted in total disregard of Plaintiff's  
9 property and rights.

10 91. Defendants engaged in wrongful conduct through fraud to disrupt  
11 Plaintiff's relationships with its existing and prospective customers.

12 92. Defendants' wrongful conduct was a substantial factor in causing  
13 Plaintiff's harm. Defendants are responsible for Plaintiff suffering business losses  
14 and damage to its goodwill in an amount that is presently unknown, but which will  
15 be proven at trial.

16 **TWELFTH CLAIM FOR RELIEF**

17 (Declaratory Relief; 28 U.S.C. §§ 2201(a), 2202)

18 93. Plaintiff repeats and realleges each of the allegations of the  
19 paragraphs above as if fully set forth herein.

20 94. An actual, substantial and justiciable controversy exists between  
21 Plaintiff and Defendants with respect to the INTEGRAVOTE mark. Plaintiff  
22 contends that it is the prior, senior user and owner of the INTEGRAVOTE mark,  
23 and further contends that Defendants are using the INTEGRAVOTE mark,  
24 including by way of its ownership and/or operation of the url www.integravote.net,  
25 in violation of Plaintiff's rights under the Lanham Act and at common law. On  
26 information and belief, Defendants dispute Plaintiff's contentions.

27 95. Plaintiff is entitled to a declaratory judgment that is the prior, senior  
28 user of the INTEGRAVOTE mark in intrastate and interstate commerce, that it

1 owns common law rights in and to the INTEGRAVOTE mark, in connection with  
2 goods and services described above, in all states and territories in which it is the  
3 prior user, and that Defendants have violated Plaintiff's rights in and to the  
4 INTEGRAVOTE MARKS under the Lanham Act and at common law.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for relief as follows:

7 a. That the Court enter judgment declaring that Defendants have  
8 infringed Plaintiff's INTEGRAVOTE mark; have used false designations of origin,  
9 false descriptions, false representation, and false advertising in violation of 15  
10 U.S.C. § 1125(a); have committed acts constituting unfair competition, in violation  
11 of California Business & Professions Code §§ 17200 *et seq.* and the common law;  
12 and that such judgment declare Plaintiff's rights and Defendants' lack of rights in  
13 regard to the INTEGRAVOTE mark and domain name [www.integravote.net](http://www.integravote.net) as  
14 alleged herein, under 28 U.S.C. § 2201;

15 b. On the claims brought under Section 1 of the Sherman Acts, that  
16 Plaintiff be awarded compensatory damages in an amount yet to be ascertained but  
17 to be determined at while which shall be awarded threefold pursuant to Section 4 of  
18 the Clayton Act, 15 U.S.C. § 15;

19 c. On the claims brought under Section 2 of the Sherman Acts, that  
20 Plaintiff be awarded compensatory damages in an amount yet to be ascertained but  
21 to be determined at while which shall be awarded threefold pursuant to Section 4 of  
22 the Clayton Act, 15 U.S.C. § 15;

23 d. That the Court preliminarily and permanently enjoin Defendants, and  
24 all their officers, directors, agents, servants, employees and attorneys, and all  
25 persons acting directly or indirectly in concert with Defendants, from using in  
26 commerce, in connection with the advertising, marketing, distribution, sale or  
27 offering for sale any products or services identified by the Plaintiff's  
28 INTEGRAVOTE mark, or other designation formed of the terms "Integra" and

1 “Vote” or other designation confusingly similar to Plaintiff’s INTEGRAVOTE  
2 mark, and from otherwise infringing on Plaintiff’s trademarks; from suing a domain  
3 name or metatags incorporating the Plaintiff’s INTEGRAVOTE mark or any  
4 component thereof; from unfairly competing with Plaintiff; from engaging in acts  
5 of false advertising; and from engaging in any other acts that tend to damage  
6 Plaintiff’s trademark, trade name, business reputation, and goodwill;

7 e. That Defendants be ordered to surrender for destruction all products,  
8 labels, advertisements, promotional materials, and other materials constituting an  
9 infringement of Plaintiff’s INTEGRAVOTE mark or the means by which such  
10 infringement is facilitated;

11 f. That U.S. Trademark Registration No. 3,955,717 be canceled;

12 g. That Defendants be ordered to transfer ownership of the URL  
13 [www.integravote.net](http://www.integravote.net) to Plaintiff;

14 h. That Plaintiff be awarded its damages according to proof;

15 i. That Plaintiff be awarded profits acquired by Defendants through their  
16 unlawful acts;

17 j. That the Court increase and enhance any award of damages and/or  
18 profits based on Defendants’ willfulness;

19 k. That the Court award Plaintiff its reasonable attorney fees and costs;  
20 and

21 l. That the Court award Plaintiff such further relief as the Court deems  
22 just and proper.

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1 DATED: January 9, 2014

**MILLER & AYALA, LLP**

2  
3 By 

4 Nathan S. Miller

5 Attorneys for Plaintiff

6 INTEGRATED VOTING SOLUTIONS, INC.

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands jury trial of all issues that may be tried to a jury.

DATED: January 9, 2014

By:



Nathan S. Miller

Attorney for Plaintiff

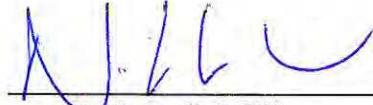
Integrated Voting Solutions, Inc.

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CERTIFICATE OF SERVICE

I hereby certify that on January 9, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of the filing to all counsel of record.



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Nathan S. Miller