

1 J. Noah Hagey, Esq. (SBN: 262331)  
[hagey@braunhagey.com](mailto:hagey@braunhagey.com)  
 2 J. Tobias Rowe, Esq. (SBN: 305596)  
[rowe@braunhagey.com](mailto:rowe@braunhagey.com)  
 3 Rebecca B. Horton, Esq. (SBN: 308052)  
[horton@braunhagey.com](mailto:horton@braunhagey.com)  
 4 BRAUNHAGEY & BORDEN LLP  
 220 Sansome Street, 2nd Floor  
 5 San Francisco, CA 94104  
 Telephone: (415) 599-0210  
 6 Facsimile: (415) 276-1808

7 ATTORNEYS FOR PLAINTIFF  
 8 STONE BREWING CO., LLC

9  
 10 **UNITED STATES DISTRICT COURT**  
 11 **SOUTHERN DISTRICT OF CALIFORNIA**  
 12

13 STONE BREWING CO., LLC,  
 14 Plaintiff,  
 15 v.  
 16 MOLSON COORS BREWING COM-  
 17 PANY, MILLERCOORS LLC, and  
 18 DOES 1 through 25, inclusive,  
 19 Defendants.  
 20

Case No. '18CV0331 BEN JMA

COMPLAINT FOR:

- (1) Trademark Infringement
- (2) False Designation of Origin
- (3) Trademark Dilution
- (4) Unfair Competition
- (5) Declaratory Relief

**JURY TRIAL DEMANDED**

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1 Plaintiff Stone Brewing Co., LLC (hereinafter, “Stone,” “Plaintiff,” or  
2 “Gargoyle”) brings this Complaint against Defendants Molson Coors Brewing  
3 Company and MillerCoors LLC (collectively, “MillerCoors” or “Defendants”) and  
4 alleges, on personal knowledge as to its own actions and on information and belief as  
5 to the actions of others, as follows:

6 **INTRODUCTION**

7 1. Plaintiff Stone Brewing brings this trademark action to halt Defendant  
8 MillerCoors’s misguided campaign to steal the consumer loyalty and awesome repu-  
9 tation of Stone’s craft brews and iconic STONE® trademark. MillerCoors recently  
10 decided to rebrand its Colorado Rockies-themed “Keystone” beer as “STONE” – sim-  
11 ultaneously abandoning Keystone’s own heritage and falsely associating itself with  
12 Stone’s well-known craft brews.

13 2. Since 1996, the incontestable STONE® mark has represented a promise  
14 to beer lovers that each STONE® beer, brewed under the Gargoyle’s watchful eye, is  
15 devoted to craft and quality. Like all Gargoyles, it is slow to anger and seeks a re-  
16 spectful, live-and-let-live relationship with peers and colleagues – even those purvey-  
17 ing beers akin to watered-down mineral spirits. But Stone and the Gargoyle cannot  
18 abide MillerCoors’s efforts to mislead beer drinkers and sully (or steal) what STONE®  
19 stands for.

20 3. STONE® beer is beloved by millions of beer drinkers across America.  
21 Resolute and fearless, the brewery has always stood for a philosophy and approach  
22 that defies the watered-down orthodoxy of “Big Beer” companies and their fizzy yel-  
23 low offerings. As Big Beer has stumbled in recent years, the Gargoyle has thrived.  
24 STONE® is one of the most recognizable and popular craft beer brands in the U.S.  
25 and the global standard bearer for independent craft beer, with sales in all fifty U.S.  
26 States and across five continents.

27 4. Stone’s rise has not gone unnoticed by the largest beer company in  
28 America, MillerCoors. MillerCoors has long coveted the STONE® mark, but has





1 including but not limited to sales of infringing Keystone products at numerous loca-  
2 tions in the City and County of San Diego and this District.

3 14. This Court possesses personal jurisdiction over Defendant MillerCoors  
4 because MillerCoors regularly and continuously transacts business in the State of Cal-  
5 ifornia by advertising and selling its products within the State and this District, includ-  
6 ing but not limited to sales of infringing Keystone products at numerous locations in  
7 the City and County of San Diego and this District.

8 15. Additionally, this Court possesses personal jurisdiction over Defendants  
9 Molson Coors and MillerCoors because, on information and belief, Defendants have  
10 targeted their tortious conduct at the State of California and this District by selling or  
11 distributing infringing Keystone products in this District and elsewhere. Defendants  
12 either expected or reasonably should have expected that their activities would cause  
13 harm to Stone in this District.

14 16. Venue is also proper in this district pursuant to 28 U.S.C. § 1391(b) be-  
15 cause a substantial part of the events or omissions giving rise to this action occurred  
16 in this district. The Gargoyle's primary abode is in this District, where Plaintiff Stone  
17 has its headquarters and regularly conducts business. Additionally, infringing Key-  
18 stone products are offered for sale to consumers at numerous locations in the City and  
19 County of San Diego and this District.

20 **FACTUAL BACKGROUND**

21 **A. Foundations of STONE®**

22 17. Before it grew into an internationally recognized craft beer brand, Stone  
23 had its origins in the creative fermentation of California in the 1980s and '90s. Found-  
24 ers Steve Wagner and Greg Koch first crossed paths in the effervescent Los Angeles  
25 rock-and-roll music scene of the 1980s. Years later, they raised a glass at brewing  
26 mecca U.C. Davis in Northern California, where both had enrolled to channel their  
27 creative energies into brewing. In a series of conversations, the future founders of  
28

1 STONE® discovered that they shared a love of bold, interesting beers and fiery obses-  
2 sion with being a part of the craft beer revolution.

3 18. After a few years commiserating on the bleak state of the American beer  
4 market, the pair decided to take matters into their own hands. Greg and Steve made  
5 plans to open a brewery that would be defined by an unwavering commitment to qual-  
6 ity and sustainability, holding true to the art of brewing bold, flavorful beers.  
7 STONE® was born.

8 19. Over the course of the next four years, Stone signed a lease on a small  
9 warehouse that it turned into a brewery, went from kegging its beers to having two  
10 bottling lines, and released its most popular beer, STONE IPA®. From Stone's earliest  
11 bottles to its first website and delivery trucks, the STONE® mark has signified Stone's  
12 rebel culture of creativity, quality, and independence.

13 **Stone's First Year of Production**



23 20. From the start, Stone assiduously developed and maintained its trademark  
24 and brand. Every Stone beer proudly bears the registered incontestable trademark  
25 STONE®, which has been registered with the U.S. Patent and Trademark Office since  
26 June 23, 1998 under U.S. Registration No. 2168093.

1           **B.    STONE® Rolls On**

2           21.    Sprinting into the 2000s, Stone grew in size and reach, overflowing its  
3 first facility. Stone entered a new phase when it planned a custom-built brewhouse  
4 tailored to fit Stone’s commitment to quality, sustainability, and craft.

5           22.    The new brewery opened in Escondido, California in 2005, just before  
6 Stone’s ten-year anniversary. In a stroke of innovation, Stone also opened the first  
7 *Stone Brewing World Bistro & Garden™*, which shattered the “brewpub” mold with  
8 local, organic ingredients and a seasonal menu constantly inspired by fresh, worldly  
9 cuisine and the Slow Food movement.

10          23.    The stage was set for a craft brewing revolution. Throughout the 2000s,  
11 Stone continued to win converts with its bold, unorthodox beers and artisan philoso-  
12 phy. Other brewers joined the fray, transforming the tastes of millions of beer drinkers  
13 who had not known what they were missing. In droves, Americans began turning  
14 away from incumbent Big Beer standards sold by the likes of MillerCoors in favor of  
15 craft beers with more compelling brands and flavors.

16          24.    The strength of Stone’s brand kept pace with its commercial success. On  
17 or about June 28, 2008, the USPTO accepted Stone’s Combined Declaration of Use  
18 and Incontestability for STONE®, rendering the mark incontestable as a matter of law.

19           **C.    STONE® Today**

20          25.    Today, Stone is the ninth-largest independent craft brewer in the United  
21 States. Presiding over a rapid expansion of the craft brewing industry from 800 brew-  
22 eries in 1996 to more than 5,000 today, Stone has maintained its commitment to true  
23 independent craft and sustainability.

24          26.    STONE® beers are sold in thousands of stores, bars, and restaurants  
25 throughout the country, including at major grocery stores and retailers. Instantly rec-  
26 ognized by the STONE® name, STONE® enjoys exceptional customer loyalty and  
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1 engagement, with a devoted fan base unrivalled by other brewers. A sampling of pop-  
 2 ular STONE® beers appears thus:



13 27. Stone and its products have been widely lauded by national and interna-  
 14 tional press, as well as connoisseurs and critics. In 2010, Stone Brewing was named  
 15 the “**All-Time Top Brewery on Planet Earth**” by *Beer Advocate* magazine. Numer-  
 16 ous national and international publications have recognized STONE® as an industry  
 17 leader, including *The New York Times*, *The Wall Street Journal*, *The Economist*, *USA*  
 18 *Today*, and *Time* magazine, to name a few.

19 28. Even as Stone has expanded its range of offerings with bold new flavors  
 20 and numerous seasonal beers, the STONE® mark has remained constant, an unchang-  
 21 ing identifier of STONE®’s reputation for quality and commitment to its craft.

22 29. By virtue of these efforts, STONE® is uniquely beloved among Ameri-  
 23 can and international beers, with a passionate and loyal following among consumers  
 24 and critics alike. STONE® enjoys exceptional consumer engagement ratings on social  
 25 media, with scores nearly double the nearest craft brewer. Loyal customers have even  
 26 been known to commission tattoos of STONE® in homage – and then travel to the  
 27 Escondido brewery to proudly show off their ink.

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1           30. STONE®’s brand and commitment to producing innovative artisan beer  
2 have helped it defy the status quo and disrupt the American beer industry. In 2016,  
3 Stone produced more than 10.6 million gallons of beer for sale to customers in all fifty  
4 U.S. States.

5           31. STONE®’s rise has placed it into direct competition with MillerCoors  
6 and its Big Beer associates in the U.S. beer market. In 2017, STONE®’s U.S. sales  
7 exceeded \$70 million, placing it among the ten best-selling craft brewers in the country  
8 – including erstwhile “craft” breweries now operating under MillerCoors and other  
9 beer conglomerates.

10           32. Stone also has taken its beer brewing passion abroad. STONE® is now  
11 the first American craft brewer to independently build, own and operate a brewery in  
12 Europe – in the heartland of Germany where serious beer has been enjoyed for over a  
13 thousand years. Doing so has strengthened Stone’s already diverse international fan  
14 base, who happily drink STONE® hops throughout the European Union and China,  
15 plus Canada, Australia, Singapore, Taiwan, Puerto Rico, Panama and Brazil, among  
16 other nations. It is fair to say that STONE® has become an inherently distinctive and  
17 internationally recognized standard-bearer for American craft beer.

18           **D. MillerCoors and Keystone’s Origins**

19           33. Defendant Molson Coors is a multinational beer conglomerate formed af-  
20 ter a series of mergers involving Coors, Miller, and Canadian brewing giant Molson.  
21 In the United States, Molson Coors operates through its subsidiary, Defendant Mil-  
22 lerCoors. (Collectively, Molson Coors and MillerCoors are referred to hereinafter as  
23 “MillerCoors”). Among dozens of brands in its portfolio, MillerCoors sells domestic  
24 lager brands Keystone and Keystone Light.

25           34. Since its inception, MillerCoors and its predecessors have sold its “Key-  
26 stone” sub-premium beer brand in cans with a primary KEYSTONE mark and promi-  
27 nent imagery of the Colorado Rocky Mountains. The name “Keystone” is the name  
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1 of a popular ski resort town founded in the 1970s in Colorado. The mountain range  
2 depicted on the can is styled after the Wilson Peak located in the Rockies.



9 35. In doing so, the “Keystone” name served to remind consumers of the  
10 brand’s Colorado roots and ties to its parent brand, Coors.

11 36. Those ties apparently no longer bind so tight. After a series of corporate  
12 mergers and relocations, Keystone no longer is headquartered in its ancestral home in  
13 the Rocky Mountains. The brand is now part of a large “portfolio” of beers under the  
14 Molson-Miller-Coors conglomeration, with its U.S. base in Chicago, Illinois. This  
15 may explain the company’s new insistence on dropping the “Key-” from its brand in  
16 favor of “STONE” – in an effort to chase the craft market and Stone in particular.

17 **E. MillerCoors’s “Big Beer” War Against Craft Beer**

18 37. MillerCoors’ “Big Beer” brands like Keystone have suffered most from  
19 the rise of tasty brews like STONE®. As craft beer was on the rise from the late 1990s  
20 throughout the 2000s—celebrating double-digit growth each year—Big Beer increas-  
21 ingly lost market share. From 2011 to 2016, Keystone Light sales dropped more than  
22 25%. *USA Today* recently dubbed Keystone one of the “**Beers Americans No Longer**  
23 **Drink**” in a December 2017 article.

24 38. To stem these losses, MillerCoors has embarked on a plan to wrestle back  
25 market share. In addition to rebranding Keystone to emulate STONE® (discussed  
26 below), MillerCoors recently acquired Stone’s San Diego neighbor and former inde-  
27 pendent craft brewery, Saint Archer Brewing. MillerCoors itself has explained that  
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1 this expansion is aimed to eliminate competition from independent brewers like Stone  
2 – efforts that the conglomerate attempts to disguise by using a supposed “craft” beer  
3 holding entity, Tenth and Blake Beer Company.

4 39. Nothing about such activity is benign. Upon these acquisitions, Mil-  
5 lerCoors drops prices to supra-competitive rates and ramps up production and distri-  
6 bution. In doing so, it aims to undermine independent craft brewers’ ability to compete  
7 while deceptively continuing to advertise its mass-produced brands as “craft” beers.

8 **F. Keystone’s Rebranding as “STONE”**

9 40. MillerCoors’ renaming of “Keystone” as “STONE” marks an aggressive  
10 second phase of the company’s pincer move against craft beer and Stone in particular.

11 41. In April, 2017, the company quietly announced that Keystone was to be  
12 rebranded as “STONE”. New cans, boxes and logos were formulated to emphasize  
13 “STONE” as a primary mark.

14 42. Since the release of the new design, MillerCoors has launched a viral  
15 marketing campaign that touts Keystone’s self-proclaimed new name of “STONE.”  
16 In recent months, the brand’s Facebook and Instagram pages have been scrubbed of  
17 the word “key” and filled with posts strategically placing Keystone beer cans so that  
18 only “STONE” is prominently displayed to viewers, with accompanying videos to  
19 match. These changes point unmistakably to a concerted effort by MillerCoors to cap-  
20 italize on the goodwill and recognition associated with the STONE® mark and brand.

21 **1. Removing “KEY” from Keystone’s Can and Packaging**

22 43. In a glaring departure from Keystone’s traditional brand, MillerCoors has  
23 redesigned the label of Keystone cans and cases to emphasize its shift to “STONE.”  
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1 44. The new can abandons the high ground by dropping Keystone’s signature  
2 mountain imagery. In its place, the can now lacks any imagery at all and relies entirely  
3 on a large display of the new name, “STONE.” The result would be unrecognizable  
4 to Keystone drinkers of yore. In effect, MillerCoors has abandoned the KEYSTONE  
5 mark and heritage in favor of a brand centered entirely on one word: “STONE”:



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11 45. Keystone’s new can design overtly copies and infringes the STONE®  
12 trademark. Indeed, MillerCoors has effectively admitted that this copying is inten-  
13 tional. Before the cans hit shelves, MillerCoors announced in an official blog post that  
14 it was launching “a can that plays up the “Stone” nickname.” ([http://www.mil-  
15 lercoorsblog.com/news/keystone-light-new-look-15-pack/](http://www.millercoorsblog.com/news/keystone-light-new-look-15-pack/)). A new, self-proclaimed  
16 “nickname,” that is.

17 46. The new Keystone can displays STONE® as its primary brand identifier,  
18 with no apparent hint of the traditional KEYSTONE brand or its signature mountain  
19 theme:

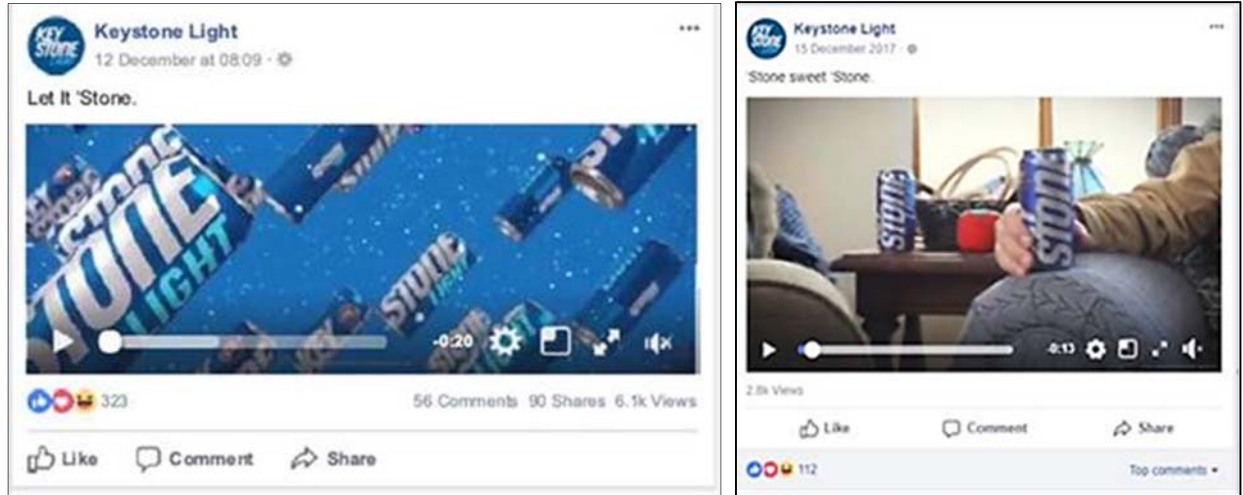






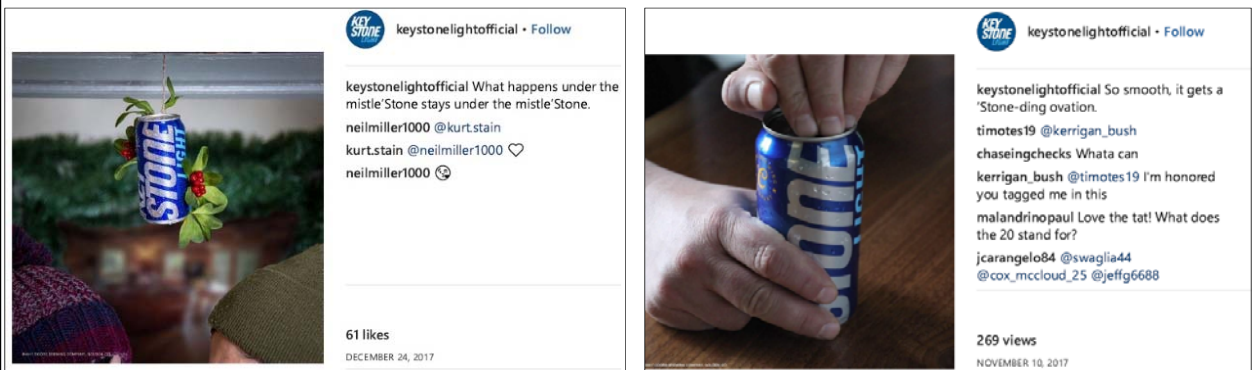
1 STONE® on Keystone’s social media accounts, with near-daily posts during the hol-  
 2 iday season. These social media posts feature cans deliberately positioned to empha-  
 3 size the terms “STONE” and “STONE LIGHT.”

4 **Keystone’s Misleading Facebook Posts**



14 52. On Instagram, Keystone continues its misappropriation with posts that  
 15 take every opportunity to emphasize the word “STONE,” including taglines such as:  
 16 “The ‘Stone that keeps on giving’”; “Come bearing ‘Stones’”; “Season’s greetings  
 17 from the ‘Stone family’”; and “‘Stone sweet ‘Stone.’” The emphasis on this new name,  
 18 “STONE,” is accompanied by images displaying the Keystone can with “STONE” as  
 19 the most prominent graphic.

20 **Keystone’s Deceptive Instagram Taglines**





1 53. The videos that accompany the majority of Keystone’s recent Facebook  
2 and Instagram posts further evidence Keystone’s effort to seize the STONE® mark.  
3 The videos themselves use taglines that play up the “STONE” name, continue the  
4 strategic placement of the Keystone can so the viewer only notices “STONE,” and  
5 conclude with STONE-centric messages such as the following:



14

15 54. Upon information and belief, MillerCoors has also purchased advertis-  
16 ing on major websites, such as ESPN.com, referring to Keystone as “STONE”. Such  
17 mass advertising broadcasts the infringing “STONE” name beyond Keystone’s im-  
18 mediate social media audience to the general public at large.



1           55. Further, in recent months, Keystone launched and widely promoted a  
 2 contest entitled “Hunt the STONE.” This contest has been publicized in physical ads  
 3 and via social media, showcasing Keystone’s new can design and intent to abandon  
 4 the name “Keystone” for its beer in favor of “STONE.” These new ads differ draستي-  
 5 cally from previous ads advertising the contests.



13           56. It is beyond doubt that any day now, Keystone intends to drop the “Key”  
 14 prefix altogether.

### 15           3. MillerCoors Is Brewing Confusion

16           57. MillerCoors has long coveted the STONE® mark. For years, Stone’s in-  
 17 contestable registration has stood as an obstacle to Keystone’s marketing efforts, pre-  
 18 venting use of “STONE”-centric branding. Now, MillerCoors is willfully infringing  
 19 the STONE® mark in a calculated attempt to dilute it beyond repair.

20           58. In September 2007, MillerCoors applied to register the mark  
 21 “STONES” with the USPTO for use in connection with Keystone Light (U.S. Serial  
 22 No. 77/284,994). The USPTO refused to register the mark for the obvious reason  
 23 that “STONES” was likely to be confused with STONE® when used on beer. The  
 24 USPTO’s office action *explicitly cited* the incontestable STONE® registration as the  
 25 basis for its refusal, putting MillerCoors on formal notice of Stone’s rights (in the un-  
 26 likely event it was not aware of them already).

1           59. Tellingly, MillerCoors did not dispute the USPTO’s determination that  
2 its “STONES” mark would infringe STONE® when used in connection with Key-  
3 stone Light. MillerCoors instead abandoned its application, admitting that confusion  
4 with STONE® beer was likely.

5           60. By the time MillerCoors launched its recent deceptive rebranding of Key-  
6 stone, it had thus been on notice of Stone’s rights in the STONE® mark for at least a  
7 decade.

8           61. MillerCoors and its executives were, and are, keenly aware of the  
9 STONE® brand and its rich craft heritage. In fact, MillerCoors has published articles  
10 on its own “Behind the Beer” Blog recognizing Stone as a “nationally distributed  
11 brewer[]” and one of the “biggest and most well-established craft brewers.” Against  
12 this backdrop, Defendants’ current infringement is plainly willful.

13           62. By designing their own campaign to capture the STONE® mark and as-  
14 sociated goodwill, MillerCoors seeks to mislead consumers: about the source of Mil-  
15 lerCoors’s “Keystone,” the heritage of Stone’s beers, and whether STONE® is just  
16 another member of MillerCoors’s craft brew holding company.

17           63. MillerCoors’s deliberate infringement is likely to succeed in causing con-  
18 fusion. Not only does MillerCoors’s new “STONE” branding copy the STONE®  
19 mark verbatim, but the companies’ beers compete head-to-head in store aisles across  
20 the country. In the high-velocity beer market, where consumers make quick decisions  
21 between a proliferating array of brands, the effects of even initial confusion are likely  
22 to be momentous.

23           64. Confusion is just as likely outside of stores. The two brands use identical  
24 distribution and marketing channels, with STONE® and Keystone beers sharing the  
25 same distributors in many areas of the country. In the marketing arena, MillerCoors  
26 launched its rebranding offensive on social media – precisely the grassroots advertis-  
27 ing medium that STONE® has used for years to cultivate support.

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1 been manufactured, approved, sponsored, endorsed, or guaranteed by, or are in some  
2 way affiliated with Plaintiff and the STONE® mark.

3 71. Defendants' actions are a paradigmatic case of infringement under the  
4 factors enunciated in *AMF, Inc. v. Sleekcraft Boats*, 599 F.2d 341 (9th Cir. 1979), for  
5 at least the following reasons:

6 a. Defendants' copying of the STONE® mark is intentional. Defend-  
7 ants have themselves admitted that "STONE"-centric branding such as "STONES" is  
8 likely to confuse consumers when used in connection with Keystone beer.

9 b. The STONE® mark is inherently distinctive, incontestable, fa-  
10 mous, and commercially strong.

11 c. Defendants' infringing "STONE" mark is a verbatim copy of  
12 Plaintiff's genuine STONE® mark.

13 d. The parties already compete directly in beer aisles, coolers, bars,  
14 and restaurants across the country.

15 e. The extent of the parties' competition will only grow as Stone  
16 continues its national and international growth.

17 f. The parties share identical marketing and distribution channels.

18 g. The parties compete in a high-velocity market where the impact of  
19 initial consumer confusion is likely to be high.

20 h. Plaintiff has received consumer inquiries indicating that confusion  
21 is occurring in the marketplace.

22 i. Defendants' intentional copying of Plaintiff's mark is itself strong  
23 evidence that the infringing products are confusing consumers across the country.

24 72. Defendants' imitation and unauthorized use of STONE® is causing irrep-  
25 arable injury to Plaintiff by, *inter alia*, destroying consumers' unique association of  
26 the STONE® mark with Plaintiff's products.

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1 73. Plaintiff has no adequate remedy at law for Defendants' misconduct. Un-  
2 less Defendants are enjoined and restrained from continuing their infringement, con-  
3 sumers will continue to be confused and Plaintiff's injuries will continue to occur.

4 74. Plaintiff also is entitled to recover from Defendants any gains, profits, and  
5 advantages as a result of Defendants' infringement, in an amount to be proven at trial.

6 75. Defendants' intentional and willful misconduct renders this an "excep-  
7 tional case," entitling Plaintiff to treble damages and attorney's fees pursuant to 15  
8 U.S.C. § 1117.

9 **Second Claim for Relief**  
10 **FALSE DESIGNATION OF ORIGIN – 15 U.S.C. § 1125(a)**  
11 **(As to All Defendants)**

12 76. Plaintiff incorporates by reference the facts and allegations set forth in  
13 each of the preceding paragraphs as though fully set forth herein.

14 77. Plaintiff owns all right, title, and interest in the registered trademark  
15 STONE®, which it has continuously used in commerce since at least 1996.

16 78. Through the conduct alleged above, Defendants' unauthorized use in  
17 commerce of STONE® infringes Plaintiff's rights in the mark and violates 15 U.S.C.  
18 § 1114 because it renders Defendants' products confusingly similar to the well-known  
19 STONE® mark and beers. Defendants' unauthorize use of STONE® creates the er-  
20 roneous impression in consumers' minds that Defendants' *Keystone* products have  
21 been manufactured, approved, sponsored, endorsed, or guaranteed by, or are in some  
22 way affiliated with Plaintiff and the STONE® mark. Such use constitutes a false des-  
23 ignation of origin within the meaning of 15 U.S.C. § 1125(a).

24 79. On information and belief, Defendants chose to use the STONE® mark  
25 on Keystone products with the intent to cause confusion among consumers and to de-  
26 ceive them into believing that Defendants' products are made by, endorsed by, or oth-  
27 erwise associated with Plaintiff or STONE® beers.

28 80. Defendants have profited from their unfair competition, and Plaintiff has  
suffered damages in amount to be proven at trial.



1 81. Defendants’ intentional and willful misconduct in misleading U.S. con-  
2 sumers renders this an “exceptional case,” entitling Plaintiff to treble damages and  
3 attorney’s fees pursuant to 15 U.S.C. § 1117.

4 82. Defendants’ infringement is causing irreparable harm by confusing con-  
5 sumers and enabling Defendants to unlawfully profit by trading off of Plaintiff’s  
6 STONE® mark. Plaintiff will continue to suffer such harm unless Defendants’ in-  
7 fringing conduct is enjoined by this Court.

8 **Third Claim for Relief**  
9 **TRADEMARK DILUTION – 15 U.S.C. § 1125(c)**  
10 **(As to All Defendants)**

11 83. Plaintiff incorporates by reference the facts and allegations set forth in  
12 each of the preceding paragraphs as though fully set forth herein.

13 84. The STONE® mark is distinctive and famous in that it is widely recog-  
14 nized by the general consuming public as a designation of the source of Plaintiff’s  
15 goods.

16 85. On information and belief, Defendants’ unauthorized use of the STONE®  
17 mark began after the STONE® mark became famous.

18 86. Defendants’ continued unauthorized use of STONE® mark is likely to  
19 cause injury to Plaintiff’s business reputation and/or the dilution of the distinctive qual-  
20 ity of Plaintiff’s famous mark and brand.

21 87. Defendants’ acts have caused, and if not enjoined will continue to cause,  
22 irreparable and continuing harm to Plaintiff’s STONE® mark, business, reputation,  
23 and goodwill. Plaintiff has no adequate remedy at law because monetary damages are  
24 inadequate to compensate Plaintiff for the injuries caused by Defendants.

25 **Fourth Claim for Relief**  
26 **TRADEMARK DILUTION – Cal. Bus. & Prof. Code § 14247, et seq.**  
27 **(As to All Defendants)**

28 88. Plaintiff incorporates by reference the facts and allegations set forth in  
each of the preceding paragraphs as though fully set forth herein.

1 89. The STONE® mark is distinctive and famous in that it is widely recog-  
2 nized by the general consuming public of California, including in this District and its  
3 environs, and as a designation of the source of Plaintiff’s goods.

4 90. On information and belief, Defendants’ unauthorized use of STONE®  
5 mark began after the STONE® mark became famous.

6 91. Defendants’ continued unauthorized use of STONE® mark is likely to  
7 cause injury to Plaintiff’s business reputation and/or the dilution of the distinctive qual-  
8 ity of Plaintiff’s famous mark and brand.

9 92. Defendants’ acts have caused, and if not enjoined will continue to cause,  
10 irreparable and continuing harm to Plaintiff’s STONE® mark, business, reputation,  
11 and goodwill. Plaintiff has no adequate remedy at law because monetary damages are  
12 inadequate to compensate Plaintiff for the injuries caused by Defendants.

13 **Fifth Claim for Relief**  
14 **UNFAIR COMPETITION – Cal. Bus. & Prof. Code § 17200, *et seq.***  
15 **(As to All Defendants)**

16 93. Plaintiff incorporates by reference the facts and allegations set forth in  
17 each of the preceding paragraphs as though fully set forth herein.

18 94. Defendants’ unauthorized use of the STONE® mark in a manner that is  
19 likely to confuse and deceive consumers is unlawful, unfair, and/or fraudulent and  
20 constitutes unfair competition within the meaning of Cal. Bus. & Prof. Code §  
21 17200.

22 95. Defendants have profited from their unfair competition, and Plaintiff has  
23 suffered damages in an amount to be proven at trial.

24 96. Defendant’s infringement is causing irreparable harm by confusing con-  
25 sumers and enabling Defendant to unlawfully profit by trading off of Plaintiff’s  
26 STONE® mark. Plaintiff will continue to suffer harm unless Defendants’ infringing  
27 conduct is enjoined by this Court.  
28

**Sixth Claim for Relief**  
**DECLARATORY JUDGMENT – 28 U.S.C. §§ 2201-2202**  
**(As to All Defendants)**

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2  
3 97. Plaintiff incorporates by reference the allegations contained in the pre-  
ceding paragraphs as if set forth fully herein.

4  
5 98. Defendants' ongoing use of "STONE" in connection with its *Keystone*  
beer products infringes the registered STONE® mark.

6  
7 99. Defendants are engaged in activities directed towards further unauthor-  
8 ized use of the STONE® Mark in commerce in a manner that is likely to cause confu-  
9 sion among the relevant public that Defendants' *Keystone* beers are affiliated with, or  
related to, Plaintiff's STONE® beers.

10  
11 100. As such, there is a substantial, immediate and justiciable controversy be-  
12 tween the parties in that Defendants seek to use the STONE® mark in connection with  
13 beer, while Plaintiff contends that such use infringes and dilutes Plaintiff's registered  
marks.

14  
15 101. Plaintiff accordingly seeks in the alternative a declaratory judgment that  
16 further use by Defendants of the STONE® mark in connection with the sale, marketing  
or distribution of beer would infringe Plaintiff's rights in the STONE® Mark.

**PRAYER FOR RELIEF**

17  
18 **WHEREFORE**, Plaintiff Stone Brewing Co., LLC prays that the Court order  
19 and/or issue the following relief:

20 A. Preliminarily and permanently enjoin Defendants from using the  
21 STONE® mark in connection with the sale, marketing or distribution of beer.

22 B. Award Plaintiff its amount of damages and/or the amount of  
23 Defendants' profits arising from Defendant's unauthorized use of the STONE®  
24 Mark in the United States, pursuant to 15 U.S.C. § 1117 and under other applicable  
25 federal and/or state law.  
26  
27  
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1 C. Award Plaintiff three times its actual damages according to proof, as  
2 well as the costs of this action, in accordance with 15 U.S.C. § 1117 and under other  
3 applicable federal and/or state law.

4 D. Find this action to be an “exceptional case” such that Plaintiff be  
5 awarded its reasonable attorneys’ fees in accordance with 15 U.S.C. § 1117 and  
6 under other applicable federal and/or state law.

7 E. Declare that Defendants’ continued unauthorized use of the STONE®  
8 Mark in connection with the sale, marketing or distribution of beer would infringe  
9 Plaintiff’s rights in the mark.

10 F. Award Plaintiff such other and further relief as this Court deems  
11 equitable and proper.

12  
13 Dated: February 12, 2018

Respectfully Submitted,

BRAUNHAGEY & BORDEN LLP

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15  
16 By: s/ J. Noah Hagey

J. Noah Hagey

17  
18 *Attorneys for Plaintiff*

*Stone Brewing Co., LLC*

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial of all claims and causes of action triable before a jury.

Dated: February 12, 2018

Respectfully Submitted,  
BRAUNHAGEY & BORDEN LLP

By: s/ J. Noah Hagey  
J. Noah Hagey

*Attorneys for Plaintiff*  
*Stone Brewing Co., LLC*